



MIDWEST CITY  
MEETING AGENDAS FOR  
January 26, 2016

**STAFF BRIEFING**

Midwest City Council Conference Room – City Hall  
100 N. Midwest Boulevard (2<sup>nd</sup> floor – enter through S. W. brown door)

January 26, 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 January 26, 2016.



CITY COUNCIL AGENDA



## CITY OF MIDWEST CITY COUNCIL AGENDA

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

January 26, 2016 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation - Community Services Director Vaughn Sullivan
- Pledge of Allegiance - Councilmember Moore
- Community-related announcements

C. CONSENT AGENDA. These items are placed on the Consent Agenda so that members of the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all Council members, or members of the audience wish to discuss a proposed item with the Council, that item will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meetings of January 12, 2016, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of appointing Gayla D. Duke as the City's treasurer for an indefinite term effective December 31, 2015. (City Manager - G. Henson)
3. Discussion and consideration of accepting the City Manager's Report for the month of December 2015. (Finance - G. Duke)
4. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: Police Capitalization Fund, revenue/Miscellaneous (00) \$1,500; expenses/Police (62) \$1,500. General Gov't Sales Tax Fund, expenses/Community Development (05) \$2,294. (Finance - G. Duke)
5. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - C. Wilson)
6. Discussion and consideration of Change Order No. 1 to the contract with Garver Engineering, entered into on February 10, 2015, increasing the original contract amount by \$6260.00, making the new contract total \$56,760.00 for the Carl Albert Titan Tower Modification Project. (Community Development - P. Menefee)
7. Discussion and consideration of awarding the bid to and entering into a contract with Holland Backhoe, Inc. in the amount of \$387,570.00 for the Carl Albert Titan Tower Modification Project. (Community Development - P. Menefee)

8. Discussion and consideration of awarding the bid to and entering into a contract with MTZ Construction in the amount of \$125,078.50 for the North Oaks Phase III Cul De Sac, North Oaks Addition Paving Plans. (Community Development - P. Menefee)
9. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055150946 from the State Department of Environmental Quality for the Autumn Creek Phase II Sewer Line Extension located on N.E. 16th Street east of Douglas Boulevard, Midwest City, Oklahoma. (Community Development - P. Menefee)
10. (PC-1862) Discussion and consideration of approval of the proposed Final Plat of Sundance Section 5, a proposed single family residential development, for the property described as a part of the NE/4 of Section 9, T-11-N, R-1-W. (Community Development - B. Harless)
11. Discussion and consideration of 1) acceptance of a 2015-16 Oklahoma County Emergency Utility Assistance grant in the amount of \$10,000 for the implementation of an Emergency Utility Assistance Program; 2) approving and entering into a contract with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grant; and 3) authorization of the Mayor and/or City Manager to enter into the necessary or appropriate contracts/agreements to implement the grant. (Grants Management - T. Craft)
12. Discussion and consideration of : 1) declaring Xerox plotter – serial number 59V003318, Repro Technology 900 blue-line machine – serial number 980, two office chairs, 4 books/training manuals (American Pipe Manual, ASTM Standards-Precast Concrete Pipe, Document Work Centre Pro 545 Users Guide, AT&T Quick Guide to Audix), Fellowes jet printer work station, Brother P-Touch label maker, legal letter tray, miscellaneous cords, Brother 7220 correctable typewriter ribbon, desk calendar base, Cannon battery changer, Fellowes desk organizer, Kroy tape trimmer, Sony battery charger, and 2 Sony 7.2 lithium battery packs as surplus; and 2) authorizing their disposal by public auction or sealed bid. (Community Development - B. Harless)

D. DISCUSSION ITEMS.

1. Public hearing with discussion and consideration of an appeal filed by the owner of the property of the notice and order issued to abate tall grass and weeds for the property located at 1417 Maple Drive. (This item was continued at the November 4, 2015 Council meeting.) (Neighborhood Services - M. Stroh)
2. Discussion and consideration of 1) acceptance of two Oklahoma County Community Support grants in the amount of \$14,000 for the Mid Del Group Home Sheltered Workshop and \$2,000 for a Bus Pass Program; 2) approving and entering into Agreements of Community Support with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grants; and 3) authorization of the Mayor and/or City Manager to enter into the necessary or appropriate contracts/agreements to implement the grants. (Grants Management - T. Craft)



3. (PC-1858) Public hearing with discussion and consideration of approval of the Preliminary Plat of Oakwood Landing for the property described as a tract of land lying in the NE/4 of section 31, T-12-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma, addressed as 10850 NE 10th Street. (Community Development - B. Harless)
4. (PC-1860) Discussion and consideration of approving and passing an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, by amending Section 5.2.3, Fencing and Screening; and providing for repealer and severability. (This item was on the January 12, 2016 Council agenda under Further Information.) (Community Development - B. Harless)
5. Discussion and consideration of approving and passing an ordinance amending the Midwest City Code, Chapter 9, Buildings and Building Regulations, by amending Article IV, Electricity, Section 9-93, Fees, Section 9-99, Inspections, Section 9-122, Licensing Fees and Requirements; Article V, Mechanical Systems, Section 9-206, Permit Fees, Section 9-211, Inspections Approval, Section 9-226, Registration Fees; Article VI, Plumbing, Section 9-308, Applications for Permit, Section 9-314, Reinspection, Section 9-342, Registration Issuance; Fees, Section 9-343, Registration Terms; Renewal; Delinquency Penalty; and providing for repealer and severability. (Community Development - B. Harless)
6. Discussion and consideration of approving and passing an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code by amending Article III, Building Code, Section 9-34, Code amended, Subsection 108.5, Lot Inspections Required With the Issuance of a Building Permit, Subsection 110.1, Demolition Permit, Subsection 112.0, Permit Fees; and providing for repealer and severability. (Community Development - B. Harless)
7. Discussion and consideration of approving and passing an ordinance amending the Midwest City Code, Chapter 9, Swimming Pools, Section 39-5(f), Permit, by changing the costs for issuance of swimming pool permits; and providing for repealer and severability. (Community Development - B. Harless)
8. Discussion and consideration of approving and entering into a five-year Agreement for Purchase of Surplus Municipal Water with the Norman Utilities Authority, the Midwest City Municipal Authority and the Central Oklahoma Master Conservancy District to sell Norman up to 300 million gallons of Midwest City's surplus municipal water at the rate of \$0.36 per 1,000 gallons. (This item was listed under Further Information on the January 12, 2016 Council agenda.) (Environmental Services - W. Janacek)
9. Discussion and consideration of approving and passing an ordinance amending the Midwest City Code, Chapter 28, Offenses – Miscellaneous, by amending Article II, Offenses Against Morals, Section 28-20, Disorderly house; and providing for repealer and severability. (City Manager - G. Henson)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. Minutes of January 5, 2016 Planning Commission meeting (Community Development - B. Harless)

G. ADJOURNMENT.



CONSENT AGENDA



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

**MINUTES OF THE REGULAR STAFF BRIEFING FOR MIDWEST CITY COUNCIL**

January 12, 2016 – 6:00 p.m.

This 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 Jay Dee Collins; Councilmembers Daniel McClure Jr., Rick Dawkins, James L. Ray, and Christine Allen; and City Clerk Rhonda Atkins. Absent: Richard R. Rice and Jeff Moore. Mayor Collins called the meeting to order at 6:05 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for January 12, 2016.** City Manager Guy Henson introduced the new Finance Director, Gayla Duke and the new City Clerk, Sara Hancock. He then made community-related announcements. Community Services Director Vaughn Sullivan gave an update on the ice storm clean-up. Staff briefed the councilmembers on various items on the agenda, and the councilmembers sought clarification and discussed individual agenda items with staff.

Mayor Collins adjourned the meeting at 6:53 p.m.

ATTEST:

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JAY DEE COLLINS, Mayor

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RHONDA ATKINS, City Clerk

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DANIEL MCCLURE JR., Councilmember

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RICHARD R. RICE, Councilmember

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RICK DAWKINS, Councilmember

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JAMES L. RAY, Councilmember

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CHRISTINE C. PRICE ALLEN, Councilmember

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JEFF MOORE, Councilmember

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**

January 12, 2016 – 7:00 p.m.

This 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 Jay Dee Collins; Councilmembers Daniel McClure Jr., Rick Dawkins, James L. Ray, Christine Allen and; and City Clerk Rhonda Atkins. Absent: Richard R. Rice and Jeff Moore. Mayor Collins called the meeting to order at 7:07 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 Allen. City Manager Guy Henson made community-related announcements and introduced the new City Clerk, Sara Hancock and the new Finance Director, Gayla Duke.

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

1. Discussion and consideration of approving the minutes of the special meetings of August 21-22, 2015 and December 18, 2015; and staff briefing and regular meetings of December 8, 2015, as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of November 2015.
3. Discussion and consideration of accepting and authorizing payment of the order of the Workers' Compensation Court in James Michael Bettes vs. City of Midwest City, W.C. Case No. 2013-01222F.
4. Discussion and consideration of approval of the amendment to the Memorandum of Understanding with the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) to the change the responsibility of providing the overdose reversal kits from the City to the ODMHSAS.
5. Discussion and consideration of entering into a 60 month lease agreement with Pitney Bowes Global Financial Services for a Connect + Series mail machine with options at a cost of \$248.55 per month.
6. Discussion and consideration of Change Order No. 1 to the contract with Crafton Tull and Associates, Inc., retroactive to August 31, 2015, increasing the original contract amount by \$5000.00, making the new contract total \$50,500.00 for the S.E. 29th Street Waterline Extension, from Anderson Road to the Forest Glen Addition Project.

7. Discussion and consideration of accepting a State and Local Assistance Performance Grant from and entering into an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds with The State of Oklahoma Department of Emergency Management (OEM) in the amount of \$15,000 effective October 1, 2015 to encourage the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by Tribal, State and Political Subdivisions.
8. Discussion and consideration of authorizing William Janacek to submit an official comment on behalf of The City of Midwest City to the Oklahoma Water Resources Board on the pending new rulemaking definition for Sensitive Water Supply for Reuse purposes.
9. Discussion and consideration of approving and entering into an agreement with TSS Photography for photography services at the Daddy Daughter Dance on February 27, 2016 for a ten percent (10%) commission on all sales.
10. Discussion and consideration of approving and entering into an agreement with Oklahoma Premier Carriage Company, LLC to provide horse drawn carriage rides for the Daddy Daughter Dance on February 27, 2016 for a ten percent (10%) commission on all sales.
11. Discussion and consideration of declaring one (1) Stihl string trimmer, City Inventory No. 09-07-82; one (1) Stihl string trimmer, City Inventory No. 09-07-88; one (1) Stihl chain saw, City Inventory No. 09-09-33; one (1) 2003 Chevrolet 3500 Duramax Diesel one (1) ton truck with aerial lift body VIN No. 1GBJC34153E283863 , City Inventory No. 09-03-22, one (1) 1985 International S1900 chassis with sand spreader and snow plow VIN No. 1HTLDTVR2FHA48724, City Inventory No. 09-03-26; five (5) Motorola model HT-1000 hand held radios with charges; four (4) CPI model No. DR-10 telephones; one (1) Vertex model No. SEC1223 telephone base and one (1) Sharp Aquos television model IC-70UE20U from the Street Department surplus property and authorizing their disposal by sealed bid or auction.

Voting aye: McClure, Dawkins, Ray, and Allen, and Mayor Collins. Nay: none. Absent: Rice and Moore. Motion carried.

### **Discussion Items.**

1. **(CA-73) Discussion and consideration of an appeal by Dalmarc Signs to the height limits for a free-standing sign to be located at the new On The Border restaurant at 433 Planet Court within 100 feet of I-40 right-of-way.** Mr. Bruce Edwards of Dalmarc Signs, 4040 S I-35 Service Road, Oklahoma City, addressed the Council. Motion was made by Dawkins, seconded by McClure, to grant the appeal allowing the sign as presented to be installed. Voting aye: McClure, Dawkins, Ray, and Allen, and Mayor Collins. Nay: none. Absent: Rice and Moore. Motion carried.
2. **(PC-1859) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Residential to C-3, Community Commercial, and a**

**resolution to amend a portion of the Comprehensive Plan from Low-Density Residential to OR, Office Retail, for the property described as lots 29, 30 and 31 of block 2 of the Replat of the Atkinson Heights addition, located at 231, 233 and 235 West Fairchild.**

Mr. Al Sahli, owner of the subject property, 1809 S. Air Depot, addressed the Council. Motion was made by Dawkins, seconded by McClure, to approve Ordinance 3257 and Resolution 16-01 as submitted. Voting aye: McClure, Dawkins, Ray, and Allen, and Mayor Collins. Nay: none. Absent: Rice and Moore. Motion carried.

3. **(PC-1861) Discussion and consideration of approving and passing an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, Article VII, Sign Regulations, by amending Section 9-385, Regulations and standards, by adding subparagraph (aa); by amending Section 9-391(g), Temporary signs, and by adding subparagraph (i) to Section 9-391, Temporary signs; and providing for repealer and severability.** Motion was made by McClure, seconded by Dawkins, to approve Ordinance 3259 as submitted with thirty (30) days substituted for ten (10) days in section 9-391 3(i). Voting aye: McClure, Dawkins, Ray, and Allen, and Mayor Collins. Nay: none. Absent: Rice and Moore. Motion carried.
4. **Discussion and consideration of passing and approving an ordinance amending Chapter 15, Fire Protection and Prevention, Article III, Fire Prevention Codes and Standards, Division II, Fire Prevention Codes, of the Midwest City Code by amending Section 15-55, International Fire Code adopted, and Section 15-56, Amendments, and providing for repealer and severability. (This item was on Further Information on the December 8, 2015 Council meeting.)** Motion was made by Dawkins, seconded by Allen, to approve Ordinance 3258 as submitted. Voting aye: McClure, Dawkins, Ray, and Allen, and Mayor Collins. Nay: none. Absent: Rice and Moore. Motion carried.

**New Business/Public Discussion.** No one appeared before the Council during New Business /Public Discussion.

**Adjournment.** There being no further business, motion was made by Dawkins, seconded by McClure, to adjourn. Voting aye: McClure, Dawkins, Ray, and Allen, and Mayor Collins. Nay: none. Absent: Rice and Moore. Motion carried. The meeting adjourned at 7:26 p.m.



ATTEST:

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JAY DEE COLLINS, Mayor

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RHONDA ATKINS, City Clerk

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DANIEL McCLURE JR., Councilmember

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RICHARD R. RICE, Councilmember

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RICK DAWKINS, Councilmember

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JAMES L. RAY, Councilmember

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CHRISTINE C. PRICE ALLEN, Councilmember

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JEFF MOORE, Councilmember



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: January 26, 2016

SUBJECT: Discussion and consideration of appointing Gayla D. Duke as the City's treasurer for an indefinite term effective December 31, 2015.

Article IV, Department of Finance, Fiscal Affairs, Section 2, City treasurer; Office created, duties, of the City's charter requires that the Council appoint the city treasurer for an indefinite term. Staff recommends appointing Gayla D. Duke to replace Judy Siemens as the City's treasurer effective December 31, 2015.

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

J. Guy Henson, AICP  
City Manager



**THE CITY OF  
MIDWEST CITY**  
Finance Department

**MEMORANDUM**

**TO:** Honorable Mayor and Council  
**FROM:** Gayla Duke, Finance Director  
**DATE:** January 26, 2016  
**SUBJECT:** Discussion and consideration of accepting the City Manager's Report for the month of December, 2015.

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

**Sanitation (190)** decreased due to the purchase of:  
Automated side loader truck < \$309,111>

**Downtown Redevelopment (194)** decreased and **Urban Renewal Authority (201)** increased because of the budgeted transfer of \$65,000.

**Hotel/Conference Center (195)** had an operational loss of \$188,548 in December.

**Golf (197)** had an operational loss of \$33,894 in December.

**G.O. Debt Services (350)** increased because of the receipt of:  
Ad valorem tax \$371,440

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

9010 - unrealized loss on investment	<\$2,151,033>
9010 - realized gain & dividends on investment	\$1,191,393
9050 - unrealized loss on investment	<\$384,462>
9050 - realized gain & dividends on investment	\$212,842
9060 - in lieu of tax	\$935,362

This item is at Council's discretion.

*Gayla D. Duke*

Gayla Duke  
Finance Director

City of Midwest City  
Financial Summary by Fund  
for Period Ending December, 2015

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,987,869	-	2,053,701	265,929	(331,761)	(65,832)	1,987,869
10	GENERAL	4,535,996	(139,872)	4,222,650	18,910,362	(18,736,888)	173,474	4,396,124
11	CAPITAL OUTLAY RESERVE	884,172	-	873,787	10,385	-	10,385	884,172
13	STREET AND ALLEY FUND	1,849,727	-	1,729,956	292,306	(172,535)	119,771	1,849,727
14	TECHNOLOGY FUND	499,150	-	481,257	216,698	(198,804)	17,893	499,150
16	REIMBURSED PROJECTS	626,606	(188,106)	675,743	61,611	(298,854)	(237,244)	438,499
17	29TH & DOUGLAS PROPERTY	5,500,000	(289,774)	5,210,226	73,389	(73,389)	-	5,210,226
20	MWC POLICE DEPARTMENT	1,426,485	-	1,518,741	6,324,894	(6,417,150)	(92,255)	1,426,485
21	POLICE CAPITALIZATION	804,720	-	676,458	263,581	(135,320)	128,262	804,720
25	JUVENILE FUND	61,324	-	104,185	41,672	(84,533)	(42,861)	61,324
30	POLICE STATE SEIZURES	48,263	-	38,409	12,745	(2,891)	9,854	48,263
31	SPECIAL POLICE PROJECTS	50,228	-	50,212	4,112	(4,097)	16	50,228
33	POLICE FEDERAL PROJECTS	91,936	-	92,441	763	(1,267)	(505)	91,936
34	POLICE LAB FEE FUND	19,860	-	21,465	5,314	(6,920)	(1,606)	19,860
35	EMPLOYEE ACTIVITY FUND	14,317	-	15,875	1,552	(3,110)	(1,558)	14,317
36	JAIL	160,436	-	185,400	53,699	(78,663)	(24,964)	160,436
37	POLICE IMPOUND FEE	142,909	-	111,976	30,932	-	30,932	142,909
40	MWC FIRE DEPARTMENT	1,010,781	(4)	888,234	5,075,576	(4,953,033)	122,543	1,010,777
41	FIRE CAPITALIZATION	497,515	-	592,836	167,346	(262,667)	(95,321)	497,515
45	MWC WELCOME CENTER	336,308	(271)	325,488	113,454	(102,905)	10,549	336,037
46	CONV / VISITORS BUREAU	177,894	-	140,024	179,814	(141,945)	37,869	177,894
50	DRAINAGE TAX FUND	254,244	(20,811)	253,942	3,540	(24,050)	(20,510)	233,433
60	CAPITAL DRAINAGE IMP	364,324	-	334,872	227,307	(197,856)	29,452	364,324
61	STORM WATER QUALITY	905,176	-	884,423	382,480	(361,728)	20,752	905,176
65	STREET TAX FUND	1,132,575	-	1,080,011	227,952	(175,388)	52,564	1,132,575
70	EMERGENCY OPER FUND	726,118	-	740,750	202,044	(216,676)	(14,632)	726,118
75	PUBLIC WORKS ADMIN	284,542	-	216,227	459,509	(391,194)	68,315	284,542
80	INTERSERVICE FUND	70,655	-	146,291	1,048,014	(1,123,649)	(75,636)	70,655
81	SURPLUS PROPERTY	300,019	(235,387)	57,402	25,653	(18,423)	7,230	64,632
115	ACTIVITY FUND	287,622	-	304,088	104,203	(120,669)	(16,466)	287,622
123	PARK & RECREATION	486,410	-	378,386	273,766	(165,741)	108,025	486,410
141	COMM. DEV. BLOCK GRANT	15,156	-	15,156	221,311	(221,311)	-	15,156
142	GRANTS/HOUSING ACTIVITIES	275,018	(5,062)	261,039	51,499	(42,583)	8,917	269,956
143	GRANT FUNDS	78,379	(18,379)	58,318	258,627	(256,945)	1,682	60,000

City of Midwest City  
Financial Summary by Fund  
for Period Ending December, 2015  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,865,384	(5,736)	2,530,406	484,376	(155,135)	329,241	2,859,648
172	CAP. WATER IMP-WALKER	1,057,483	-	864,897	271,479	(78,893)	192,586	1,057,483
178	CONST LOAN PAYMENT REV	2,102,603	-	1,694,117	416,087	(7,602)	408,485	2,102,603
184	SEWER BACKUP FUND	81,640	-	80,681	960	-	960	81,640
186	SEWER CONSTRUCTION	6,418,658	(2,772,556)	4,652,015	793,231	(1,799,144)	(1,005,913)	3,646,102
187	UTILITY SERVICES	418,748	(924)	384,521	562,008	(528,705)	33,303	417,824
188	CAP. SEWER IMP.-STROTH	366,873	-	166,194	217,599	(16,919)	200,679	366,873
189	UTILITIES CAPITAL OUTLAY	1,121,343	(127,202)	(129,021)	1,487,362	(364,200)	1,123,162	994,141
190	MWC SANITATION DEPARTMENT	2,231,358	-	2,166,341	2,867,711	(2,802,693)	65,017	2,231,358
191	MWC WATER DEPARTMENT	581,151	-	730,063	2,965,545	(3,114,456)	(148,912)	581,151
192	MWC SEWER DEPARTMENT	1,009,103	-	971,908	2,685,750	(2,648,555)	37,194	1,009,103
193	MWC UTILITIES AUTHORITY	1,203,154	-	1,107,612	96,453	(910)	95,543	1,203,154
194	DOWNTOWN REDEVELOPMENT	3,334,354	-	3,165,630	683,963	(515,239)	168,724	3,334,354
195	HOTEL/CONFERENCE CENTER	430,419	(1,012,443)	(314,204)	2,670,627	(2,938,447)	(267,820)	(582,024)
196	HOTEL 4% FF&E	1,221,093	-	1,266,980	106,825	(152,712)	(45,886)	1,221,093
197	JOHN CONRAD REGIONAL GOLF	140,299	(1,175)	86,403	583,660	(530,940)	52,721	139,124
201	URBAN RENEWAL AUTHORITY	62,725	-	3,804	65,015	(6,094)	58,921	62,725
202	RISK MANAGEMENT	2,829,327	(37)	3,812,390	1,023,940	(2,007,039)	(983,099)	2,829,290
220	ANIMALS BEST FRIEND	65,349	-	69,763	13,130	(17,544)	(4,414)	65,349
225	HOTEL MOTEL FUND	-	-	-	317,554	(317,554)	-	-
230	CUSTOMER DEPOSITS	1,364,320	(1,364,320)	-	16,304	(16,304)	-	-
235	MUNICIPAL COURT	91,477	(91,477)	-	1,113	(1,113)	-	-
240	L & H BENEFITS	1,613,939	(68,447)	1,943,651	3,400,618	(3,798,776)	(398,158)	1,545,493
250	CAPITAL IMP REV BOND	4,960,455	(64,573,123)	(61,635,836)	7,385,004	(5,361,836)	2,023,168	(59,612,668)
269	2002 G.O. STREET BOND	3,002,400	-	3,341,434	38,007	(377,042)	(339,035)	3,002,400
310	DISASTER RELIEF	1,547,259	(185,259)	1,407,848	125,211	(171,059)	(45,848)	1,362,000
340	REVENUE BOND SINKING FUND	-	-	-	2,775,824	(2,775,824)	-	-
350	G. O. DEBT SERVICES	1,739,335	-	1,431,347	420,400	(112,413)	307,987	1,739,335
351	TAX INCREMENT FINANCING	-	(1,206,413)	(1,181,139)	-	(25,274)	(25,274)	(1,206,413)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	72,986,306	(9,791,526)	66,241,700	(1,321,742)	(1,725,177)	(3,046,919)	63,194,782
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,829,189	(329,189)	2,500,000	27,617	(27,617)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,436,163	(10,536)	9,223,576	1,289,064	(87,015)	1,202,050	10,425,626
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	4,273,369	(154,711)	3,157,879	2,082,305	(1,121,524)	960,781	4,118,660
	TOTAL	158,292,006	(82,592,739)	74,480,929	70,145,038	(68,926,698)	1,218,340	75,699,269



# The City of MIDWEST CITY

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

## Memorandum

TO: Honorable Mayor and Council

FROM: Gayla Duke, Treasurer/Finance Director

DATE: January 26, 2016

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: Police Capitalization Fund, revenue/Miscellaneous (00) \$1,500; expenses/Police (62) \$1,500. General Gov't Sales Tax Fund, expenses/Community Development (05) \$2,294.

The supplements are needed to budget trade in value for Police minivan and increase budget for change order to digital orthophotos contract approved by Council November 24th.

*Gayla D. Duke*

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Gayla D. Duke  
Treasurer / Finance Director

## SUPPLEMENTS

**January 26, 2016**

Fund POLICE CAPITALIZATION (021)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Miscellaneous	1,500			
62	Police			1,500	
		1,500	0	1,500	0
<b>Explanation:</b> Budget trade in value for Honda minivan given on purchase of new police vehicle.					

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
05	Community Development			2,294	
		0	0	2,294	0
<b>Explanation:</b> To budget change order approved by Council on Nov. 24, 2015 to increase contract for digital orthophotos project. Funding to come from fund balance.					





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

**Memorandum**

**TO:** Honorable Mayor and Council

**FROM:** Catherine Wilson, Human Resources Director

**DATE:** January 26, 2016

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of December 2015.

This is a staff update

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

Catherine Wilson, Human Resources Director

<b>REPORT OF THE EMPLOYEES' HEALTH BENEFIT PLAN FOR FISCAL YEAR 2015-2016</b>												
<b>FISCAL YEAR 2015-2016</b>	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
<b>PLAN INCOME</b>												
Budgeted (MTD)	530,920	530,920	530,920	663,615	530,920	530,920	530,920	530,920	530,920	663,615	530,920	530,920
Actual (MTD)	537,739	532,037	534,342	718,473	539,926	534,845						
Budgeted (YTD)	530,920	1,061,840	1,592,760	2,256,375	2,787,295	3,318,215						
Actual (YTD)	537,739	1,069,776	1,604,118	2,322,591	2,862,517	3,397,362						
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
Budgeted (MTD)	560,232	700,290	560,232	560,232	700,290	560,232	560,232	700,290	560,232	560,232	700,290	560,232
Actual (MTD)	475,229	793,029	497,060	581,637	804,651	647,170						
Budgeted (YTD)	560,232	1,260,522	1,820,754	2,380,986	3,081,276	3,641,508						
Actual (YTD)	475,229	1,268,258	1,765,318	2,346,955	3,151,606	3,798,776						
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
Budgeted (MTD)	-29,312	-169,370	-29,312	103,383	-169,370	-29,312						
Actual (MTD)	62,510	-260,992	37,282	136,836	-264,725	-112,325						
Budgeted (YTD)	-29,312	-198,682	-227,994	-124,611	-293,981	-323,293						
Actual (YTD)	62,510	-198,482	-161,200	-24,364	-289,089	-401,414						
<b>FISCAL YEAR 2014-2015</b>	<u>Jul -14</u>	<u>Aug - 14</u>	<u>Sep - 14</u>	<u>Oct - 14</u>	<u>Nov - 14</u>	<u>Dec - 14</u>	<u>Jan - 15</u>	<u>Feb - 15</u>	<u>Mar - 15</u>	<u>Apr - 15</u>	<u>May - 15</u>	<u>Jun - 15</u>
<b>PLAN INCOME</b>												
Budgeted (MTD)	590,592	590,592	590,592	806,955	590,592	590,592	590,592	590,592	590,592	590,592	806,955	590,592
Actual (MTD)	566,031	576,500	565,298	763,932	555,173	562,971	593,135	569,109	580,810	545,968	808,548	608,630
Budgeted (YTD)	590,592	1,181,184	1,771,776	2,578,731	3,169,323	3,759,915	4,350,507	4,941,099	5,531,691	6,122,283	6,929,238	7,519,830
Actual (YTD)	566,031	1,142,531	1,707,829	2,471,761	3,026,934	3,589,905	4,183,040	4,752,149	5,332,959	5,878,927	6,687,475	7,296,105
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul -14</u>	<u>Aug - 14</u>	<u>Sep - 14</u>	<u>Oct - 14</u>	<u>Nov - 14</u>	<u>Dec - 14</u>	<u>Jan - 15</u>	<u>Feb - 15</u>	<u>Mar - 15</u>	<u>Apr - 15</u>	<u>May - 15</u>	<u>Jun - 15</u>
Budgeted (MTD)	565,440	564,622	675,089	566,002	564,622	675,513	564,622	564,622	675,089	564,622	566,002	675,094
Actual (MTD)	481,088	537,213	501,847	545,226	543,832	602,083	649,542	485,959	592,305	432,698	503,641	677,131
Budgeted (YTD)	565,440	1,130,062	1,805,151	2,371,153	2,935,775	3,611,288	4,175,910	4,740,532	5,415,621	5,980,243	6,546,245	7,221,339
Actual (YTD)	481,088	1,018,301	1,520,148	2,065,374	2,609,206	3,211,289	3,860,831	4,346,790	4,939,095	5,371,793	5,875,434	6,552,565
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul -14</u>	<u>Aug - 14</u>	<u>Sep - 14</u>	<u>Oct - 14</u>	<u>Nov - 14</u>	<u>Dec - 14</u>	<u>Jan - 15</u>	<u>Feb - 15</u>	<u>Mar - 15</u>	<u>Apr - 15</u>	<u>May - 15</u>	<u>Jun - 15</u>
Budgeted (MTD)	25,152	25,970	-84,497	240,953	25,970	-84,921	25,970	25,970	-84,497	25,970	240,953	-84,502
Actual (MTD)	84,943	39,287	63,451	218,706	11,341	-39,112	-56,407	83,150	-11,495	113,270	304,907	-68,501
Budgeted (YTD)	25,152	51,122	-33,375	207,578	233,548	148,627	174,597	200,567	116,070	142,040	382,993	298,491
Actual (YTD)	84,943	124,230	187,681	406,387	417,728	378,616	322,209	405,359	393,864	507,134	812,041	743,540

Current Balance: \$1,542,237

Dec. 2014: \$989,169

Dec. 2013: \$1,258,202

Dec. 2012: \$1,771,531



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

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TO : Honorable Mayor and Council

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

DATE : January 26th, 2016

SUBJECT : Discussion and consideration of Change Order No. 1 to the contract with Garver Engineering, entered into on February 10, 2015, increasing the original contract amount by \$6260.00, making the new contract total \$56,760.00 for the Carl Albert Titan Tower Modification Project.

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The subject change order is for the construction oversight and additional survey work needed to complete the Carl Albert Titan Tower Modification Project. As noted in the original design agreement, the oversight portion of the contract with Garver Engineering would be presented to council at the time of the bid award.

Staff recommends approval of the change order.

Patrick Menefee, P.E.  
City Engineer

PM:lkb

Attachment



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

**CONTRACT AMENDMENT NO. 1**

This Contract Amendment No. 1, effective on the date last written below, shall amend the original contract between the City of Midwest City (Owner) and GARVER, LLC (GARVER), dated February 10, 2015 referred to in the following paragraphs as the original contract.

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

**Converting Carl Albert elevated storage tank to “flow through” configuration and adjusting the adjacent distribution system to create a larger demand on the tank to improve cycling.**

The original contract is hereby modified as follows:

**In Section 2 – Scope of Services** in the original Contract is hereby amended as follows:

Remove the following project scope paragraph from **Appendix A – Scope of Services**:

1. General
  - Design approximately 100 linear feet of 12-inch water main at the intersection of SE 15<sup>th</sup> Street and Post Road to connect the existing 16-inch water main from the south along Post Road to the existing 18-inch water main to the west along SE 15<sup>th</sup> Street. Gate valves will be installed to isolate the existing 30-inch water main from the existing 12-inch and 18-inch water mains.

Add the following project scope paragraph to **Appendix A – Scope of Services**:

2. Surveys
  - Utility Easements  
Garver’s subconsultant will prepare two legal descriptions for the proposed utility easements between the Carl Albert elevated storage tank and the Post Road Right-of-Way.

Modify **Appendix A –Scope of Services** to read:

10. Construction Phase Services

It is understood that Garver will be providing construction administration, and the Owner will be providing the construction observation. During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Attend two (2) progress/coordination meetings with the Owner/Contractor.
3. Evaluate and respond to construction material submittals and shop drawings. Corrections or



comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review up to three (3) Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Maintain a set of working drawings and prepare and furnish record drawings.
7. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
8. Participate in one (1) final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

The proposed fee for Construction Phase Services is based on a 90 calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

In performing construction phase services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.



In **Section 3 – Payment**, modify the original fee as follows:

MODIFIED WORK DESCRIPTION	FEE AMOUNT
Reduce Design	\$ (8,300)
Add Two Legal Descriptions	\$ 660
Add Construction Administration	\$13,900
<b>TOTAL FEE MODIFICATION</b>	<b>\$ 6,260</b>

The additional lump sum amount to be paid under this amendment is **\$6,260**.

In **Section 4 – Owner’s Responsibilities** in the original contract is hereby amended as follows:

Construction observation services will be provided by the Owner, who will provide or accomplish the following in a similar manner as described below:

- Provide resident construction observation services for the duration of the construction contract performance time.
- Provide field checking of quantities, contractor’s layout, etc.
- Consult with and advise Garver during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.



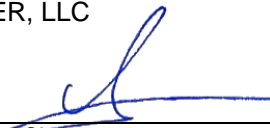
This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

City of Midwest City

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By:   
\_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Michael J. Graves  
*Printed Name*

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: December 14, 2015

Attest: \_\_\_\_\_

Attest:   
\_\_\_\_\_





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

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

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
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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: January 26th, 2016

Subject: Discussion and consideration of awarding the bid to and entering into a contract with Holland Backhoe, Inc. in the amount of \$387,570.00 for the Carl Albert Titan Tower Modification Project.

Bids were received on November 24th, 2015 for the above referenced project. Although AAA Fiberglass submitted a lower total bid than Holland Backhoe, Inc. for the project, they have no direct experience in this field of work. Holland Backhoe, Inc. does and has a proven record of successfully completed projects for the city. Staff recommends award of the bid to Holland Backhoe, Inc., which submitted the lowest and best bid meeting specifications in the amount of \$387,570.00. Attached are the bid tabulations for the three bids received for the project, plus the engineer's estimate. The funds for this project were designated as the Carl Albert Water Tower Modification Project in the 178 Construction Loan Payment Fund.

Staff recommends awarding the bid to Holland Backhoe, Inc.

Patrick Menefee, P.E.  
City Engineer

PM:lkb

Attachments



1016 24<sup>th</sup> Avenue NW  
Norman, OK 73069

TEL 405.329.2555  
FAX 405.329.3555

[www.GarverUSA.com](http://www.GarverUSA.com)

December 3, 2015  
City of Midwest City  
Attn: Mr. Patrick Menefee, PE  
100 N. Midwest Blvd.  
Midwest City OK 73110

Re: Midwest City Carl Albert Tower Modification  
Engineer's Recommendation for Award

For the above referenced project, bids were received and read publicly at the Midwest City Municipal Building on November 24<sup>th</sup> at 2:00 pm. A total of three contractors bid the project, and their bids are summarized in the below table. A breakdown of the bids by unit price is included in the sheets included herein. The engineers estimate is also included.

<u>Company</u>	<u>Bid Amount</u>
AAA Fiberglass	\$ 351,432.86
Holland Trackhoe	\$ 387,570.00
Brewer Construction	\$ 499,899.71
Engineers Estimate	\$ 404,000.00

The low bidder is AAA Fiberglass, out of Oklahoma City, Oklahoma. Their bid as submitted was nonconforming to the bid requirements, but the missing documents were provided upon request.

AAA Fiberglass is planning on performing the installation of a system designed by Landmark Hydrodynamic Mixing Systems. Landmark's design, equipment, and installation received good recommends from serval local communities that have successfully employed their product.

Previous projects performed by AAA Fiberglass include many oil field salt water, and industrial fiberglass applications. They come highly recommended from their clients, with special note made of their responsiveness to repair work, their client communications, and their competency in the area of fiberglass repair. All interviewed indicated that they were either currently working for them or would rehire them. However, **AAA Fiberglass has no documented experience with construction of municipal water systems or water tower hydrodynamic mixing systems.** Per the specification 11 26 80 – Reservoir Hydrodynamic Mixing System, the contract requires ten Hydrodynamic Mixing Systems designed, manufactured, and installed, and since AAA Fiberglass cannot show adequate installation experience, it is not recommended that AAA Fiberglass be awarded the bid for this project.

Mr. Menefee  
December 3, 2015  
Page 2 of 2

Holland Trackhoe, out of Harrah, Oklahoma, was the next lowest bidder.

Holland Trackhoe is subcontracting the design, equipment, and installation of hydrodynamic mixing system to Maguire Iron, who has completed more than 100 similar hydrodynamic mixing system installations. Checking with Maguire Iron's references, we found that they come highly recommended for their excellent communication skills with city personnel and completing projects ahead of schedule.

After evaluating Holland Trackhoe's references, we found that they also come highly recommended and every party interviewed stated they would not hesitate to hire them again. Furthermore, Midwest City has experience working with this contractor on prior projects, and can attest to their competency in the type of work relevant to this project. For these reasons, it is recommended that Holland Trackhoe be awarded the bid for the above referenced project.

Sincerely,

GARVER



S. Shane Smith, PE  
Senior Project Manager



1016 24<sup>th</sup> Avenue NW  
Norman, OK 73069

TEL 405.329.2555  
FAX 405.329.3555

www.GarverUSA.com

**SUMMARY OF PAY QUANTITIES**

Item No.	Description	Unit	Qty	AAA Fiberglass		Holland Trackhoe		Brewer Construction		Engineer's Estimate	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	WATER TANK MODIFICATIONS AND PIPING (COMPLETE) (1)	LS	1	\$151,256.83	\$151,256.83	\$268,110.00	\$268,110.00	\$276,894.00	\$276,894.00	\$203,500.00	\$203,500.00
2	VALVE VAULT AND PIPING (COMPLETE) (2)	LS	1	\$34,641.00	\$34,641.00	\$23,400.00	\$23,400.00	\$28,875.29	\$28,875.29	\$38,500.00	\$38,500.00
3	16 INCH WATER LINE DIP ANSI/AWWA C151/A21.51	LF	564	\$134.44	\$75,824.16*	\$82.00	\$46,248.00	\$131.00	\$73,884.00	\$119.00	\$67,116.00
4	8 INCH WATER LINE DIP ANSI/AWWA C151/A21.51	LF	28	\$105.36	\$2,950.08	\$65.00	\$1,820.00	\$88.50	\$2,478.00	\$66.00	\$1,848.00
5	16 INCH AWWA C151/A21.51 DIP PIPE, FLG X FLG 1 FT LENGTH (3)	EA	1	\$937.50	\$937.50	\$2,025.00	\$2,025.00	\$1,744.80	\$1,744.80	\$165.00	\$165.00
6	16 INCH AWWA C151/A21.51 DIP PIPE, MJ X FLG 4 FT LENGTH (3)	EA	1	\$3,800.00	\$3,800.00	\$2,200.00	\$2,200.00	\$2,387.64	\$2,387.64	\$165.00	\$165.00
7	16" MJ 90 BEND	EA	1	\$1,800.00	\$1,800.00	\$1,225.00	\$1,225.00	\$2,360.52	\$2,360.52	\$3,960.00	\$3,960.00
8	16" FLGXFLG 90 BEND	EA	1	\$1,800.00	\$1,800.00	\$1,225.00	\$1,225.00	\$1,404.00	\$1,404.00	\$3,960.00	\$3,960.00
9	16" MJ 45 BEND	EA	7	\$1,207.14	\$8,449.98*	\$1,100.00	\$7,700.00	\$1,457.82	\$10,204.74	\$2,200.00	\$15,400.00
10	16" MJ 22 1/2 BEND	EA	1	\$1,250.00	\$1,250.00	\$1,100.00	\$1,100.00	\$1,149.12	\$1,149.12	\$2,200.00	\$2,200.00
11	8" MJ 45 BEND	EA	2	\$400.00	\$800.00	\$325.00	\$650.00	\$550.48	\$1,100.96	\$770.00	\$1,540.00
12	16" MJ GATE VALVE & BOX	EA	1	\$7,800.00	\$7,800.00	\$10,075.00	\$10,075.00	\$7,660.14	\$7,660.14	\$11,000.00	\$11,000.00
13	8" MJ GATE VALVE & BOX	EA	1	\$1,200.00	\$1,200.00	\$3,150.00	\$3,150.00	\$1,509.60	\$1,509.60	\$2,200.00	\$2,200.00
14	16"X8" MJ TEE	EA	1	\$1,300.00	\$1,300.00	\$1,275.00	\$1,275.00	\$1,228.61	\$1,228.61	\$1,320.00	\$1,320.00
15	18"X16" MJ TAPPING SLEEVE	EA	1	\$9,524.74	\$9,524.74	\$5,650.00	\$5,650.00	\$12,143.69	\$12,143.69	\$11,220.00	\$11,220.00
16	ABANDON EXISTING 8" WATER LINE	LF	459	\$27.23	\$12,498.57*	\$3.00	\$1,377.00	\$41.40	\$19,002.60*	\$38.50	\$17,671.50
17	PRESSURE TEST	LS	1	\$4,200.00	\$4,200.00	\$1,300.00	\$1,300.00	\$9,000.00	\$9,000.00	\$2,200.00	\$2,200.00
18	DISINFECTION TEST	LS	1	\$3,500.00	\$3,500.00	\$650.00	\$650.00	\$1,200.00	\$1,200.00	\$2,200.00	\$2,200.00
19	REMOVE AND RESET CHAIN LINK FENCE	LS	1	\$8,200.00	\$8,200.00	\$1,550.00	\$1,550.00	\$672.00	\$672.00	\$1,100.00	\$1,100.00
20	CONSTRUCTION STAKING	LS	1	\$1,500.00	\$1,500.00	\$1,105.00	\$1,105.00	\$1,200.00	\$1,200.00	\$2,200.00	\$2,200.00
21	TRAFFIC CONTROL	LS	1	\$1,500.00	\$1,500.00	\$650.00	\$650.00	\$12,000.00	\$12,000.00	\$2,200.00	\$2,200.00
22	SOD AND SITE RESTORATION	SY	1,000	\$7.20	\$7,200.00	\$3.25	\$3,250.00	\$6.00	\$6,000.00	\$3.30	\$3,300.00
23	EROSION AND SEDIMENT CONTROL (4)	LS	1	\$4,500.00	\$4,500.00	\$535.00	\$535.00	\$2,800.00	\$2,800.00	\$3,300.00	\$3,300.00
24	MOBILIZATION (5)	LS	1	\$5,000.00	\$5,000.00	\$1,300.00	\$1,300.00	\$23,000.00	\$23,000.00	\$5,500.00	\$5,500.00
<b>TOTALS</b>					\$351,432.86		\$387,570.00		\$499,899.71		\$403,765.50

(1) INCLUDES VALVE, NOZZLES, FLOW METER, CONTROL VALVE, PIPING AND ALL OTHER APPURTENANCES INSIDE WATER TANK.

(2) INCLUDES SOLID SLEEVES AND GATE VALVE OUTSIDE THE VALVE VAULT AND FLOW CONTROL VALVE INSIDE VAULT.

(3) PAY ITEM TO BE FIELD VERIFIED FOR ACTUAL LENGTH. ITEM TO BE PAID BY PLAN QUANTITY.

(4) INCLUDES SILT FENCE, HAY BALES, ETC. AS SHOWN IN THE PLANS.

(5) INCLUDES DEMOBILIZATION.

\* MATHEMATICAL ERROR NOTED AND CORRECTED



1016 24<sup>th</sup> Avenue NW  
Norman, OK 73069

TEL 405.329.2555  
FAX 405.329.3555

www.GarverUSA.com

## QUALIFICATIONS BACKGROUND CHECK

### Company: AAA Fiberglass

Year	Project	Location	Contact	Comments
2010	Fiberglass Tank Repair	OKC	Terry Bettes 405-297-1555	Fantastic, best fiberglass people in 3 states. Didn't know anything about water. Excellent on fiberglass
2010	Jackie Salt Water Disposal	Blocker	Waylon Gibson 918-833-4135	Left Message
2011	Tulsa Power Station	Tulsa	Steve Watt 405-224-4622	Steve not available, person answered said they did a good good and would rehire
2011	Lauren 2609 1-3 SWD	Burlington	David Howald 405-429-5783	Left Message
2012	Pete 31-34-16 I SWD	Fawn Creek, OK	Kyle Faltien Camp 405-388-6535	Used them for over 10 years, excellent fiberglass repair company. Is still using them on jobs, salt water lines only
2012	Frank 1-33 SWD	Orlando	Terry Latham 405-552-4526	Left Message
2013	AB Jewell Water Plant	Tulsa	918-596-8057	No answer
2013	Justin 10-28-14-1 SWD	Alva, OK	Richard Mieser 580-571-7149	"Good People" worked with them since 07 and still using them. Used only on fiberglass and high pressure salt water lines
2014	Sunflower Power Plant	Liberal, KS	Jason McKinnie 913-669-7672	Wrong phone number
2014	Siver Run 57-36 SWD	Orla, TX	Steve King 575-393-1020	Left Message
2015	Fiberglass Scrubber Unit	Ponca City	Cindy Wolfkill 580-767-0419	Excellent job, best fiberglass company around. Has no experience working with the firm on water projects
2015	City of Ames power Plant	Ames	Keith Sherman 913-428-1028	Good job, 5 star. Did a cooling tower reallly responsive. Had no experience with them doing water



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## QUALIFICATIONS BACKGROUND CHECK

### Company: Holland Trackhoe

Year	Project	Location	Contact	Comments
2015	Lynne Fry & Anderson Rd II	Midwest City	Brandon Bundy	Worked several projects with them. They are familiar with their work and would rehire
2015	Oak Tree	Edmond	Chad Shoemaker	Left Message
2015	Talawanda Lake	McAlester	Leon Burke	Left Message
2015	Hollingsworth Dr	Ardmore	Wayne Barker	Did a good job and would rehire
2015	29th Street Water Main	Midwest City	Brandon Bundy	same as above
2014	Beacon Hill Development	Choctaw	Mike Davidson	Did a good job and would rehire
2014	Lynne Fry & Anderson Rd I	Midwest City	Brandon Bundy	same as above
2014	Main Street Water Min	Jones	Carlton	Wished for them on more jobs, easy to get along with. Will rehire
2014	Home 2 Suites Waterline	Oklahoma City	Curt Chappell	Wes is a good guy, and subs to him a lot
2014	Fall Creek Develoment	Harrah	Tim Remy	Good guy, would rehire



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## QUALIFICATIONS BACKGROUND CHECK

### Company: Landmark

Year	Project	Location	Contact	Comments
2010	1294	Laredo TX	City of Laredo 956-721-2000	Call Tony 956-795-2620. Said System working well, would rehire
2012	1313	Terrell TX	Steve Rogers 972-511-6607	Left Message
2012	1338	Robeson NC	Al Grimsley 910-6713485	Nothing bad to say, doing good, would rehire
2012	1332	Fort Bliss TX	Steve Sambrano 915- 770-5727	Bad phone number
2012	1319	Prince TX	Lesia Thornhill 972-736-2711	Left 2 Messages
2012	1312	Chesterfield VA	Roy Covington 804-748-1416	Roy no longer employed there. Called David Knapp 804-748-1870. Said system is working well.
2013	1378	Lancaster TX	Shwetha Pandurangi 972-218-1206	Left Message, although person I spoke with said they did a good job, no complaints and would rehire
2014	1340	Durham NC	City of Durham 919-560-4362	Tom Lucas: No bad experiences or complaints
2014	1368	Weslaco Tx	Leo Olivares 956-968-3181	Talked to Homer, Leo no longer works there. Did a good job, would rehire.
2014	1358	Farmington MI	Glenn Appel 248-585-0260	Left Message
2014	1422	Bartlesville OK	Terry Laurisen 918-338-4107	Left Message: Called back, did a really good job, kept to themselves. Could use a bit more communication, but did a good job. Would rehire





1016 24<sup>th</sup> Avenue NW  
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## QUALIFICATIONS BACKGROUND CHECK

### Company: Maguire Iron

Year	Project	Location	Contact	Comments
2015	550k STP Storage Tank	Perryville MO	Jeremy Meyers 573-517-1453	Left Message
2015	550k STP Storage Tank	Perryville MO	Mark Bloom 636-333-3351	Did a good job - 2 jobs - would hire them again
2013	500K STP Storage Tank	Elsberry	Marshal Sudarth 573-898-2850	Left Message
2013	250K Single Pedestal	Elsberry	Ken Woods 573-221-4048	Left Message, person I discussed project with said they had done quite a bit of work with them
2014	200K Single Pedestal	Nunn CO	Kathy Payne 970-897-2385	Left Message
2014	100K Single Pedestal	Allen SD	Don Peterson 605-745-4669	Left Message
2014	250K Single Pedestal	Parker SD	Travis Friman 605-297-4453	Did a great job, finished 4 months ahead of schedule. Would hire them again
2014	150K Single Pedestal	Fort Laramie WY	Kelly Jankewicz 307-837-2711	Did a good job, top notch, good people, and would rehire.
2015	250K Single Pedestal	Park River ND	Dennis Larson 701-284-6150	Very good, ahead of schedule, worked well. Would rehire "absolutely"
2015	250K Single Pedestal	Wheelock ND	Rick Olsen 701-744-8915	Bad phone number
2015	200K Single Pedestal	Colman	Grant Groos 605-530-1212	Left Message



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

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To: Honorable Mayor and Council

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

Date: January 26th, 2016

Subject: Discussion and consideration of awarding the bid to and entering into a contract with MTZ Construction in the amount of \$125,078.50 for the North Oaks Phase III Cul De Sac, North Oaks Addition Paving Plans.

Bids were received on January 12th, 2016 for the above referenced project. Staff recommends award of the bid to MTZ Construction, which submitted the lowest and best bid meeting specifications in the amount of \$125,078.50. Attached are the bid tabulations for the seven bids received for the project, plus the engineer's estimate. The funds for this project were designated as the North Oaks Phase III in the 194 Downtown Redevelopment Fund.

Staff recommends awarding the bid to MTZ Construction.

Patrick Menefee, P.E.  
City Engineer

PM:lkb

Attachments

Engineer's Estimate, North Oaks Cul-de-sac				A-Tech Paving		MTZ Construction		Nash Construction		Parathon Construction		SAC Services		Silverstar Construction		Rudy Construction			
		Total		Unit Price		Total Est		Unit Price		Total Est		Unit Price		Total Est		Unit Price		Total Est	
Item	Description	Unit	Qty	Unit Price	Total Est	Unit Price	Total Est	Unit Price	Total Est	Unit Price	Total Est	Unit Price	Total Est	Unit Price	Total Est	Unit Price	Total Est	Unit Price	Total Est
1	202(H) 0185 Earthwork	LS	1	\$ 12,693.00	\$ 12,693.00	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 6,500.00	\$ 6,500.00	\$ 15,000.00	\$ 15,000.00	\$ 9,880.00	\$ 9,880.00	\$ 10,000.00	\$ 10,000.00
2	221(C) 2801 Temporary Silt Fence	LF	220	\$ 4.30	\$ 946.00	\$ 3.00	\$ 660.00	\$ 2.50	\$ 550.00	\$ 4.00	\$ 880.00	\$ 2.75	\$ 605.00	\$ 2.50	\$ 550.00	\$ 1.65	\$ 363.00	\$ 2.00	\$ 440.00
3	307(K) 4300 Stabilized Subgrade	SY	854	\$ 10.80	\$ 9,228.00	\$ 8.50	\$ 7,259.00	\$ 4.50	\$ 3,843.00	\$ 12.00	\$ 10,248.00	\$ 12.00	\$ 10,248.00	\$ 13.00	\$ 11,102.00	\$ 11.50	\$ 9,821.00	\$ 6.00	\$ 5,124.00
4	325 5271 Seperator Fabric	SY	107	\$ 4.00	\$ 426.67	\$ 3.00	\$ 321.00	\$ 2.50	\$ 267.50	\$ 10.00	\$ 1,070.00	\$ 4.32	\$ 462.24	\$ 5.00	\$ 535.00	\$ 10.50	\$ 1,123.50	\$ 5.00	\$ 535.00
5	326(B) 0100 Geogrid Reinforcement	SY	580	\$ 5.60	\$ 3,249.24	\$ 3.00	\$ 1,740.00	\$ 3.50	\$ 2,030.00	\$ 5.00	\$ 2,900.00	\$ 4.00	\$ 2,320.00	\$ 5.00	\$ 2,900.00	\$ 3.00	\$ 1,740.00	\$ 10.00	\$ 5,800.00
6	414(A) 0210 P.C. Concrete Pavement (Placement)	SY	854	\$ 34.15	\$ 29,179.28	\$ 25.50	\$ 21,777.00	\$ 29.50	\$ 25,193.00	\$ 25.00	\$ 21,350.00	\$ 26.50	\$ 22,631.00	\$ 30.00	\$ 25,620.00	\$ 36.00	\$ 30,744.00	\$ 25.00	\$ 21,350.00
7	414(G) 5275 P.C. Concrete for Pavement	CY	142	\$ 194.70	\$ 27,726.72	\$ 155.00	\$ 22,010.00	\$ 125.00	\$ 17,750.00	\$ 151.00	\$ 21,442.00	\$ 132.50	\$ 18,815.00	\$ 160.00	\$ 22,720.00	\$ 125.00	\$ 17,750.00	\$ 205.00	\$ 29,110.00
8	414(G) 5275 P.C. Concrete for Pavement (colored)	CY	13	\$ 342.00	\$ 4,389.00	\$ 365.00	\$ 4,745.00	\$ 350.00	\$ 4,550.00	\$ 295.00	\$ 3,835.00	\$ 250.00	\$ 3,250.00	\$ 365.00	\$ 4,745.00	\$ 255.00	\$ 3,315.00	\$ 320.00	\$ 4,160.00
9	509(C) 0322 Class A Concrete, Small Structures	CY	2	\$ 830.00	\$ 1,660.00	\$ 2,000.00	\$ 4,000.00	\$ 750.00	\$ 1,500.00	\$ 2,050.00	\$ 4,100.00	\$ 1,640.00	\$ 3,280.00	\$ 1,000.00	\$ 2,000.00	\$ 865.00	\$ 1,730.00	\$ 700.00	\$ 1,400.00
10	512(A) Concrete Testing	EA	25	\$ 169.00	\$ 4,182.23	\$ 200.00	\$ 5,000.00	\$ 75.00	\$ 1,875.00	\$ 120.00	\$ 3,000.00	\$ 185.00	\$ 4,625.00	\$ 250.00	\$ 6,250.00	\$ 355.00	\$ 8,875.00	\$ 125.00	\$ 3,125.00
11	609(A) 0287 Concrete Curb (4" MNTBLE-Integral)	LF	324	\$ 14.75	\$ 4,779.00	\$ 12.00	\$ 3,888.00	\$ 12.00	\$ 3,888.00	\$ 8.00	\$ 2,592.00	\$ 11.00	\$ 3,564.00	\$ 13.00	\$ 4,212.00	\$ 15.00	\$ 4,860.00	\$ 8.00	\$ 2,592.00
12	609(A) 0300 Concrete Curb (6" Barrier-Integral)	LF	602	\$ 15.80	\$ 9,503.70	\$ 12.00	\$ 7,224.00	\$ 12.00	\$ 7,224.00	\$ 15.00	\$ 9,030.00	\$ 12.00	\$ 7,224.00	\$ 13.00	\$ 7,826.00	\$ 12.00	\$ 7,224.00	\$ 8.00	\$ 4,816.00
13	609(B) 1525 2'-8" Comb. Crb. & Gut. (6" Barrier)	LF	85	\$ 27.00	\$ 2,295.00	\$ 25.00	\$ 2,125.00	\$ 25.00	\$ 2,125.00	\$ 30.00	\$ 2,550.00	\$ 22.00	\$ 1,870.00	\$ 25.00	\$ 2,125.00	\$ 35.00	\$ 2,975.00	\$ 25.00	\$ 2,125.00
14	610(A) 0602 4" Concrete Sidewalk	SY	98	\$ 50.00	\$ 4,911.11	\$ 47.50	\$ 4,655.00	\$ 50.00	\$ 4,900.00	\$ 35.00	\$ 3,430.00	\$ 49.00	\$ 4,802.00	\$ 48.00	\$ 4,704.00	\$ 87.50	\$ 8,575.00	\$ 55.00	\$ 5,390.00
15	610(B) 0604 6" Concrete Driveway	SY	32	\$ 100.00	\$ 3,244.44	\$ 47.50	\$ 1,520.00	\$ 50.00	\$ 1,600.00	\$ 83.00	\$ 2,656.00	\$ 75.00	\$ 2,400.00	\$ 55.00	\$ 1,760.00	\$ 96.00	\$ 3,072.00	\$ 60.00	\$ 1,920.00
16	611(G) 5112 Inlet CI Des. 2 (STD)	EA	1	\$ 3,400.00	\$ 3,400.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,500.00	\$ 5,500.00	\$ 3,200.00	\$ 3,200.00	\$ 2,450.00	\$ 2,450.00	\$ 2,950.00	\$ 2,950.00	\$ 4,500.00	\$ 4,500.00
17	611(G) 6000 Inlet (SMD-Type 1)	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,175.00	\$ 4,175.00	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 3,680.00	\$ 3,680.00	\$ 3,100.00	\$ 3,100.00
18	612(A) 0641 Manholes Adjust to Grade	EA	1	\$ 680.00	\$ 680.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 450.00	\$ 450.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00
19	612(E) 0647 Valve Boxes Adjust to Grade	EA	2	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 250.00	\$ 500.00	\$ 450.00	\$ 900.00	\$ 350.00	\$ 700.00	\$ 200.00	\$ 400.00
20	613(A) 0492 24" RCP Class III	LF	48	\$ 63.00	\$ 3,024.00	\$ 75.00	\$ 3,600.00	\$ 95.00	\$ 4,560.00	\$ 88.00	\$ 4,224.00	\$ 65.00	\$ 3,120.00	\$ 60.00	\$ 2,880.00	\$ 85.00	\$ 4,080.00	\$ 100.00	\$ 4,800.00
21	613(H) 0500 8" Perforated Pipe Underdrain Round	LF	120	\$ 17.60	\$ 2,112.00	\$ 20.00	\$ 2,400.00	\$ 30.00	\$ 3,600.00	\$ 25.25	\$ 3,030.00	\$ 14.00	\$ 1,680.00	\$ 7.50	\$ 900.00	\$ 27.00	\$ 3,240.00	\$ 25.00	\$ 3,000.00
22	613(T) 1187 Standard Bedding Material, Class C	CY	19	\$ 54.00	\$ 1,000.51	\$ 70.00	\$ 1,330.00	\$ 70.00	\$ 1,330.00	\$ 163.00	\$ 3,097.00	\$ 55.75	\$ 1,059.25	\$ 60.00	\$ 1,140.00	\$ 49.00	\$ 931.00	\$ 65.00	\$ 1,235.00
23	613(U) 1100 Pipe Underdrain Cover Material	CY	18	\$ 77.00	\$ 1,368.89	\$ 185.00	\$ 3,330.00	\$ 75.00	\$ 1,350.00	\$ 153.00	\$ 2,754.00	\$ 90.00	\$ 1,620.00	\$ 65.00	\$ 1,170.00	\$ 55.00	\$ 990.00	\$ 65.00	\$ 1,170.00
24	619(B) 4726 Removal of Curb and Gutter	LF	140	\$ 8.00	\$ 1,120.00	\$ 5.00	\$ 700.00	\$ 5.00	\$ 700.00	\$ 10.00	\$ 1,400.00	\$ 7.50	\$ 1,050.00	\$ 5.00	\$ 700.00	\$ 14.00	\$ 1,960.00	\$ 8.00	\$ 1,120.00
25	619(B) 4727 Removal of Concrete Pavement	SY	561	\$ 16.70	\$ 9,361.28	\$ 10.50	\$ 5,890.50	\$ 7.00	\$ 3,927.00	\$ 11.00	\$ 6,171.00	\$ 10.00	\$ 5,610.00	\$ 10.00	\$ 5,610.00	\$ 11.00	\$ 6,171.00	\$ 8.00	\$ 4,488.00
26	619(B) 4741 Removal of Drainage Inlets	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,100.00	\$ 1,100.00	\$ 500.00	\$ 500.00	\$ 1,925.00	\$ 1,925.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,490.00	\$ 1,490.00	\$ 400.00	\$ 400.00
27	619(B) 4766 Removal of Concrete Driveway	SY	32	\$ 8.50	\$ 275.78	\$ 10.50	\$ 336.00	\$ 6.00	\$ 192.00	\$ 11.00	\$ 352.00	\$ 10.00	\$ 320.00	\$ 10.00	\$ 320.00	\$ 18.00	\$ 576.00	\$ 8.00	\$ 256.00
28	619(B) 4792 Removal of Sidewalk	SY	29	\$ 11.22	\$ 324.13	\$ 10.50	\$ 304.50	\$ 6.00	\$ 174.00	\$ 11.00	\$ 319.00	\$ 7.50	\$ 217.50	\$ 10.00	\$ 290.00	\$ 21.00	\$ 609.00	\$ 8.00	\$ 232.00
29	619(C) 0924 Sawing Pavement	LF	100	\$ 4.60	\$ 460.00	\$ 5.00	\$ 500.00	\$ 2.50	\$ 250.00	\$ 5.00	\$ 500.00	\$ 5.00	\$ 500.00	\$ 5.00	\$ 500.00	\$ 3.50	\$ 350.00	\$ 5.00	\$ 500.00
30	641 1552 Mobilization	LS	1	\$ 20,505.44	\$ 20,505.44	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 14,000.00	\$ 14,000.00	\$ 10,084.24	\$ 10,084.24	\$ 25,000.00	\$ 25,000.00	\$ 26,480.00	\$ 26,480.00	\$ 5,000.00	\$ 5,000.00
31	642(B) 0096 Construction Staking Level II	LS	1	\$ 4,594.20	\$ 4,594.20	\$ 2,750.00	\$ 2,750.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00	\$ 6,000.00	\$ 6,000.00	\$ 6,800.00	\$ 6,800.00	\$ 4,200.00	\$ 4,200.00
32	880(J) 8905 Construction Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,575.00	\$ 3,575.00	\$ 3,600.00	\$ 3,600.00	\$ 5,000.00	\$ 5,000.00	\$ 2,329.50	\$ 2,329.50	\$ 5,000.00	\$ 5,000.00
				<b>Base</b>	<b>\$ 178,239.63</b>	<b>\$ 132,865.00</b>	<b>\$ 125,078.50</b>	<b>\$ 155,255.00</b>	<b>\$ 132,857.23</b>	<b>\$ 172,909.00</b>	<b>\$ 176,034.00</b>	<b>\$ 137,788.00</b>							
33	610(J) 4810 (PL) Stamped Concrete Finish	SY	77	\$ 93.40	\$ 7,191.80	\$ 90.00	\$ 6,930.00	\$ 85.00	\$ 6,545.00	\$ 40.00	\$ 3,080.00	\$ 45.00	\$ 3,465.00	\$ 72.00	\$ 5,544.00	\$ 18.00	\$ 1,386.00	\$ 50.00	\$ 3,850.00
				<b>Base + Alt 1</b>	<b>\$ 185,431.43</b>	<b>\$ 139,795.00</b>	<b>\$ 131,623.50</b>	<b>\$ 158,335.00</b>	<b>\$ 136,322.23</b>	<b>\$ 178,453.00</b>	<b>\$ 177,420.00</b>	<b>\$ 141,638.00</b>							
34	230(A) 2806 Solid Slab Sodding	SY	1400	\$ 2.52	\$ 3,528.00	\$ 3.50	\$ 4,900.00	\$ 4.50	\$ 6,300.00	\$ 8.00	\$ 11,200.00	\$ 4.32	\$ 6,048.00	\$ 5.00	\$ 7,000.00	\$ 2.05	\$ 2,870.00	\$ 2.20	\$ 3,080.00
35	231(A) 4567 Trees	EA	4	\$ 500.00	\$ 2,000.00	\$ 850.00	\$ 3,400.00	\$ 1,200.00	\$ 4,800.00	\$ 1,200.00	\$ 4,800.00	\$ 500.00	\$ 2,000.00	\$ 1,500.00	\$ 6,000.00	\$ 275.00	\$ 1,100.00	\$ 600.00	\$ 2,400.00
					\$ 5,528.00	\$ 8,300.00	\$ 11,100.00	\$ 16,000.00	\$ 8,048.00	\$ 13,000.00	\$ 3,970.00	\$ 5,480.00							
				<b>Base + Alt 2</b>	<b>\$ 190,959.43</b>	<b>\$ 148,095.00</b>	<b>\$ 142,723.50</b>	<b>\$ 174,335.00</b>	<b>\$ 144,370.23</b>	<b>\$ 191,453.00</b>	<b>\$ 181,390.00</b>	<b>\$ 147,118.00</b>							



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Kathy Spivey, GIS Coordinator

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TO : Honorable Mayor and City Council

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

DATE : January 26th, 2016

SUBJECT : Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055150946 from the State Department of Environmental Quality for the Autumn Creek Phase II Sewer Line Extension located on N.E. 16th Street east of Douglas Boulevard, Midwest City, Oklahoma.

Permit No. SL000055150946 is for the construction of 965 L.F of eight inch (8") sewer line to serve the Autumn Creek Phase II Sewer Line Extension located on N.E. 16th Street east of Douglas Boulevard, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy



Patrick Menefee, P.E.  
City Engineer

Attachment



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

November 19, 2015

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

Re: Permit No.: SL000055150946  
Autumn Creek Phase 2  
Sewer Line Extension Project  
Facility No.: S-20541

Dear Mr. Henson:

Enclosed is Permit No.: SL000055150946 for the construction of approximately 965 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Autumn Creek Phase 2 Sewer Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on November 19, 2015. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

A handwritten signature in black ink, appearing to read 'Robert B. Walker', is written over a horizontal line.

Robert B. Walker  
Construction Permit Section  
Water Quality Division

RBW/RC/bg

Enclosure

c: Oklahoma City DEQ Office  
Bruce Vande Lune, R. S., Regional Manager, DEQ  
Gregory Massey, P. E., Red Plains Professional, Inc.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

**PERMIT NO.: SL000055150946**

**SEWER LINES**

**FACILITY NO.: S-20541**

**PERMIT TO CONSTRUCT**

November 19, 2015

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 965 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Autumn Creek Phase 2 Sewer Line Extension Project, located in part of NW-1/4, Section 25, T-12-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on November 19, 2015.

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

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

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

Page 1 of 2





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT NO.: SL000055150946

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 12) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).
- 13) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

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

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





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:** January 26, 2016

**Subject:** (PC-1862) Discussion and consideration of approval of the proposed Final Plat of Sundance Section 5, a proposed single family residential development, for the property described as a part of the NE/4 of Section 9, T-11-N, R-1-W.

**Dates of Hearing:** Planning Commission – January 5, 2016  
City Council – January 26, 2016

**Owner:** Sundance Land Fund, LLC

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

**Proposed Use:** 41 single family residential development

**Size:**

The area of request encompasses an area of 9.33 acres, more or less.

**Zoning Districts:**

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

**Land Use:**

Area of Request – vacant  
North, East and West – single family residences  
South – vacant

**Municipal Code Citation:**

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

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA).

Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.



Chapter 38.81. (c) of the Municipal Code reads in part, “A final plat must be in substantial compliance with the approved preliminary plat in order to be heard by the planning commission.” This final plat application is in substantial compliance with the preliminary plat approved in 2005.

**History:**

1. December 1997 (PC-1326) Area was part of a rezoning to a Planned Unit Development that never occurred.
2. March 2004 (PC-1522) Area was rezoned from PUD to Single Family Detached Residential
3. March 2004 (PC-1526) The preliminary plat of the entire area was approved proposing 259 single family lots.
4. May 2004 (PC-1542) The Final Plat of Sundance Section 1 was approved but never filed of record at the county courthouse.
5. September 2005 (PC-1597) The revised preliminary plat on the entire area was approved proposing 208 single family lots.
6. November 2005 (PC-1600) The revised Final Plat of Sundance Section 1 was approved but never filed of record at the county courthouse.
7. September 10, 2007 (PC-1650) The revised Preliminary Plat of Sundance Addition was denied by the Planning Commission but approved by the City Council.
8. October 9, 2007 (PC-1654) The Final Plat of Sundance Section 1 was approved.
9. July 13, 2010 (PC-1718) The Final Plat of Sundance Section 2 was approved.
10. March 27, 2012 (PC-1762) The Final Plat of Sundance Section 3 was approved.
11. July 2013 (PC-1790) The Final Plat of Sundance Section 4 was approved.
12. January 5, 2016 – The Planning Commission recommended approval of the Final Plat of Sundance Section 5.

**Engineering Comments:**

Public Improvements

The Subdivision Regulations pertaining to this application require the installation and acceptance of all public improvements prior to approval.

At this time, the applicant has completed the required public improvements and has submitted final as-built drawings for the city records.

Easements and Right-of-Way

Subdivision Regulations requires that all existing and dedicated rights-of-way and easements are depicted on the final plat. As required, these are reflected on the final plat.

**Fire Comments:**

The fire department has reviewed the application for PC-1862, Final Plat for Sundance Addition Section 5 and the plat meets the requirements of Chapter 15 within the municipal code.

**Planning Comments:**

This requested final plat of Sundance Section 5 is a continuation of the entire Sundance Subdivision. Sections 1, 2, 3 and 4 all have approved Final Plats and are fully developed or in the process of being developed with single family residences. This final plat of section 5 proposes the creation of an additional forty-one (41) lots for single family development within an area of 9.33 acres, creating a density of 4.4 dwelling units per acre, which is consistent with other phases of development of this addition. As the Preliminary Plat of Sundance was approved in September of 2007, this final plat will be reviewed under the previously adopted 1985 Midwest City subdivision regulations.

All improvements (streets, water, sewer, etc.) are to be installed and dedicated to the city as public improvements to serve these lots as proposed.

All of the proposed lots meet the code requirement of 50 feet of frontage along a public street and have depths exceeding the code requirement of 100 feet.

In 2004, at the time of preliminary platting of the entire property, the development of this proposed subdivision was heard by the Parkland Review Committee. At that time, the use of the Common Areas to meet the parkland requirements was approved. As of this date, the Common Area created by the final platting of these sections has been improved with landscaping, park benches and a full-size basketball court. The common area located in other sections of Sundance fulfills the Parkland requirement.

As the commission is aware, in the past the City of Midwest City and the owners of this property were involved in litigation regarding the development of this property. That litigation focused on the size of homes that could be constructed within the development known as Sundance. The outcome of that legal action, in part, was to permit 50% of the lots to be developed with homes between 1200 and 1400 square feet living area and the remaining lots to be developed with homes greater than 1400 square feet living area. The code requirements in effect at the time the preliminary plat was approved regarding the amount of brick exterior, roof pitch, two car attached garage and 16 ft. driveway width will remain in effect for this development.

Previous staff reports have acknowledged a need for access to the subdivision abutting Sundance to the east (Mill Creek Estates). While the city encourages access and connectivity between subdivisions, it has become evident that connectivity between Sundance and Mill Creek Pond is not possible. The Final Plat of Mill Creek Estates Section 2 was approved in 2005 and did not provide for access to the proposed Sundance Addition. As that subdivision was platted prior the Sundance Addition, the city cannot require the owner of the Mill Creek Estates Addition to provide access. At this time, houses have been constructed in Mill Creek Estates where the proposed access should be located, further disallowing connectivity between the subdivisions. Staff has studied the area surrounding the southern portion of the Sundance Addition to see if there were any other possibilities to provide an additional access points to Sundance. The area surrounding the southern portion is developed or already platted for future development in a manner that will not allow for connectivity to the area of request.

As this request conforms to the requirement for the subdivision of land as set forth in the Municipal Code and follows the basic design of the approved preliminary plat, staff recommends approval of the Final Plat of Sundance Addition, Section 5, subject to the comments as noted herein.

**Action Required:** Approve or reject the Final Plat of Sundance Section 5 located on the property as noted herein, subject to the staff comments and found in the January 26, 2016 agenda packet and made a part of PC-1862 file.



---

Billy Harless, AICP  
Community Development Director

KG

**CURVE TABLE**

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	47°01'31"	125.00	102.59	54.38'	S 66°55'27" W	99.74
C2	14°35'18"	250.00	63.69	32.00'	N 07°43'52" E	63.48
C3	38°02'04"	175.00	116.17	60.32'	N 34°02'33" E	114.05

**LINE TABLE**

LINE BEARING	DISTANCE
L1	S 53°03'35" W 6.40'

**FINAL PLAT**  
**SUNDANCE ADDITION SECTION 5**  
**A PART OF THE N.E. 1/4, SECTION 9, T11N, R1W, I.M.**  
**MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA**

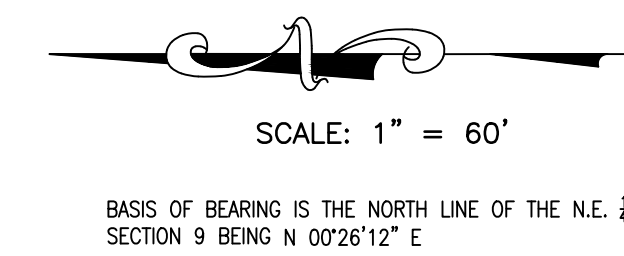
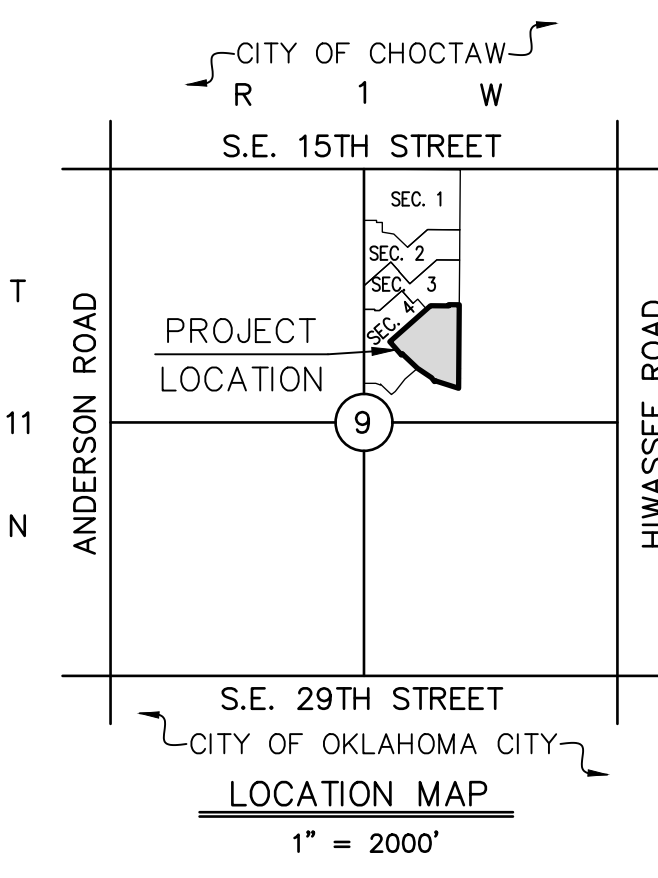
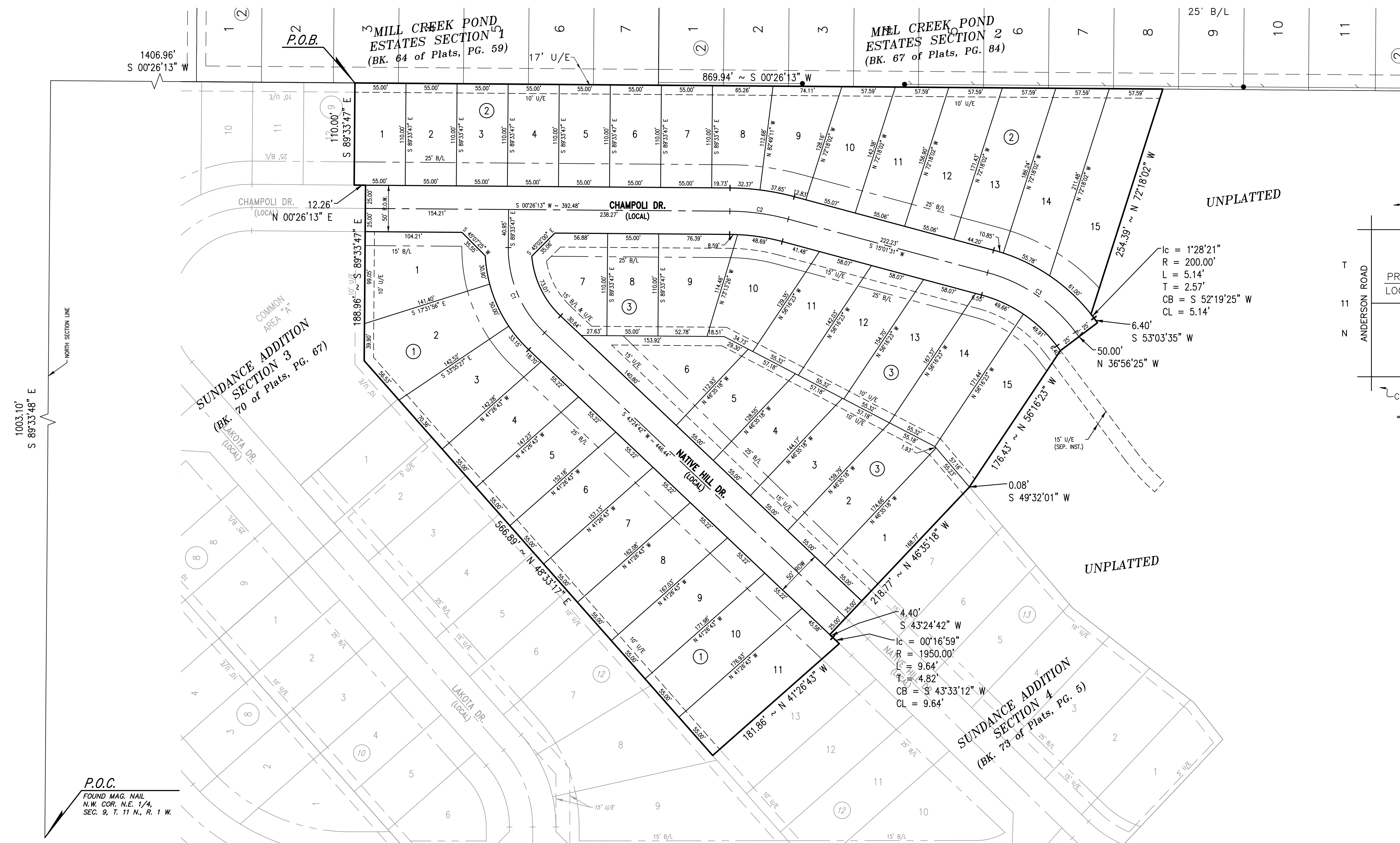
**LEGAL DESCRIPTION**

A tract of land located in the Northeast Quarter (NE/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said NE/4, said point being the Northwest corner of the filed final plat of SUNDANCE ADDITION SECTION 1 (as filed in Book 66 of Plats, Page 25); THENCE South 89°33'48" East along the North line of said NE/4 and North property line of said final plat a distance of 1003.10 feet to the Northeast corner of said final plat; THENCE South 00°26'13" West a distance of 1406.96 feet to the POINT OF BEGINNING, said point being the Southeast corner of Lot 12, Block 9, of the filed final plat of SUNDANCE ADDITION SECTION 3 (as filed in Book 70 of Plats, Page 67);

THENCE South 00°26'13" West a distance of 869.94 feet; THENCE North 72°18'02" West a distance of 254.39 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 200.00 feet (said curve subtended by a chord which bears South 52°19'25" West, a distance of 5.14 feet) and an arc length of 5.14 feet; THENCE South 53°03'35" West a distance of 6.40 feet; THENCE North 36°56'25" West a distance of 50.00 feet; THENCE North 56°16'23" West a distance of 176.43 feet; THENCE South 49°32'01" West a distance of 0.08 feet; THENCE North 46°35'18" West a distance of 218.77 feet; THENCE South 43°24'42" West a distance of 4.40 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 1950.00 feet (said curve subtended by a chord which bears South 43°33'12" West, a distance of 9.64 feet) and an arc length of 9.64 feet; THENCE North 41°26'43" West a distance of 181.86 feet; THENCE North 48°33'17" East a distance of 566.89 feet; THENCE South 89°33'47" East a distance of 188.96 feet; THENCE North 00°26'13" East a distance of 12.26 feet; THENCE South 89°33'47" East a distance of 110.00 feet to the POINT OF BEGINNING.

Said tract contains 406,225 square feet, or 9.326 acres, more or less.



TOTAL LOTS = 41

NOTE:  
ALL COMMON AREAS ARE OWNED AND MAINTAINED BY A MANDATORY PROPERTY OWNERS ASSOCIATION.

-1617- = ADDRESSES  
LNA = LIMITS OF NO ACCESS.  
U/E = UTILITY EASEMENT  
B/L = BUILDING LINE

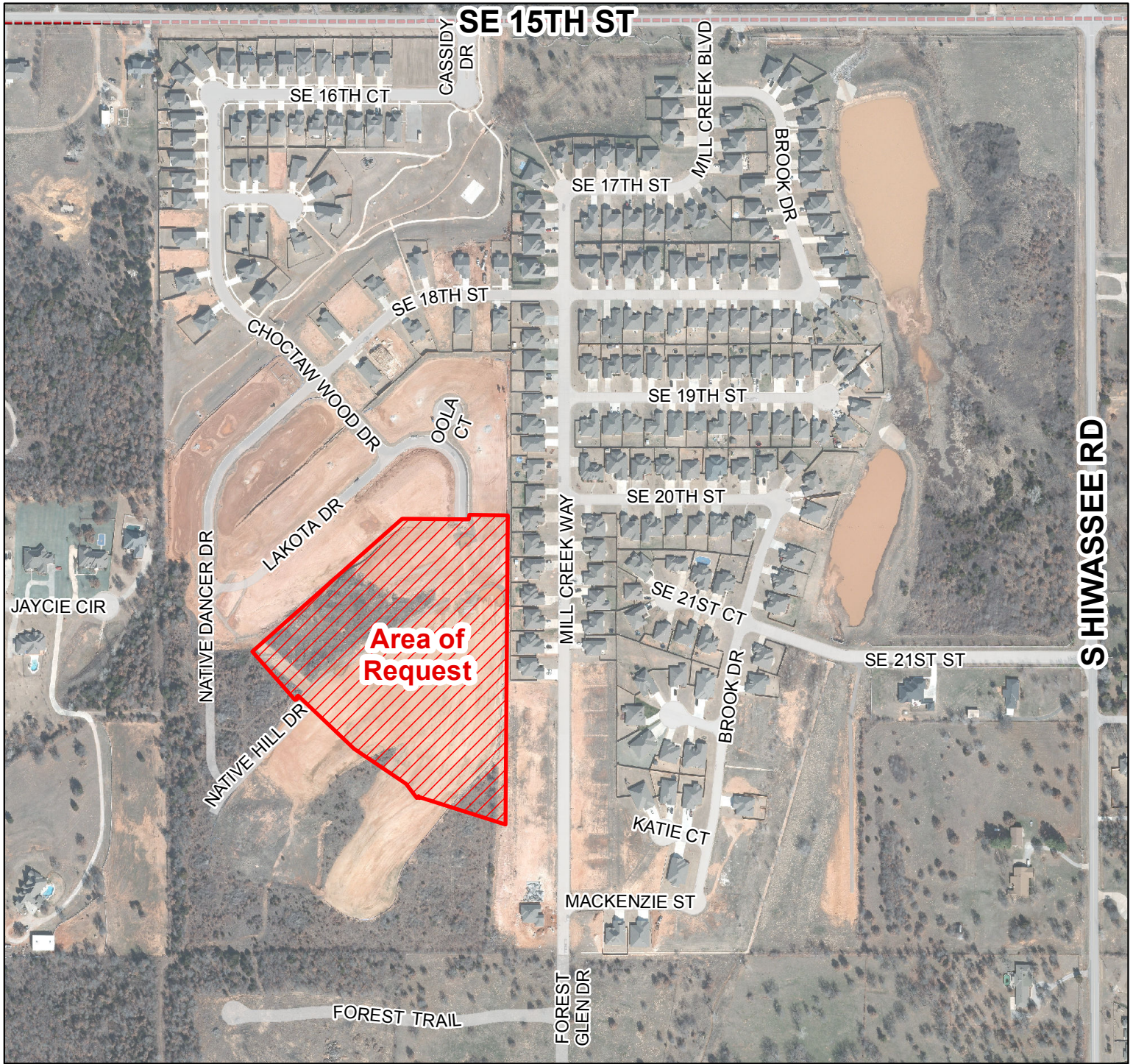
Date: November 5, 2015

SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, OK 73106  
Ph: (405)232-7715  
Oklahoma CA#464 Exp. 6-30-2017

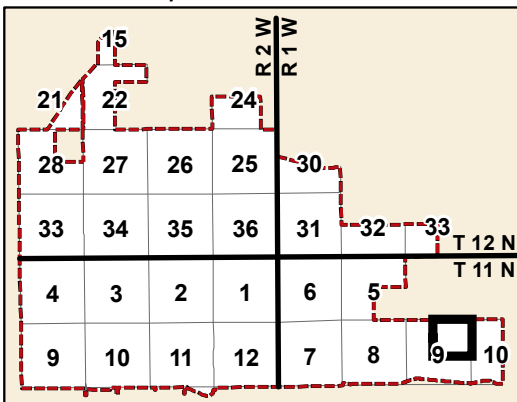
NOTE:  
UNLESS NOTED OTHERWISE, ALL REAR BUILDING LINE SETBACKS ARE 20'.

THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.





Locator Map



**2013 DOP (AERIAL) VIEW FOR  
PC-1862  
(NE/4, Sec. 9, T11N, R1W)**



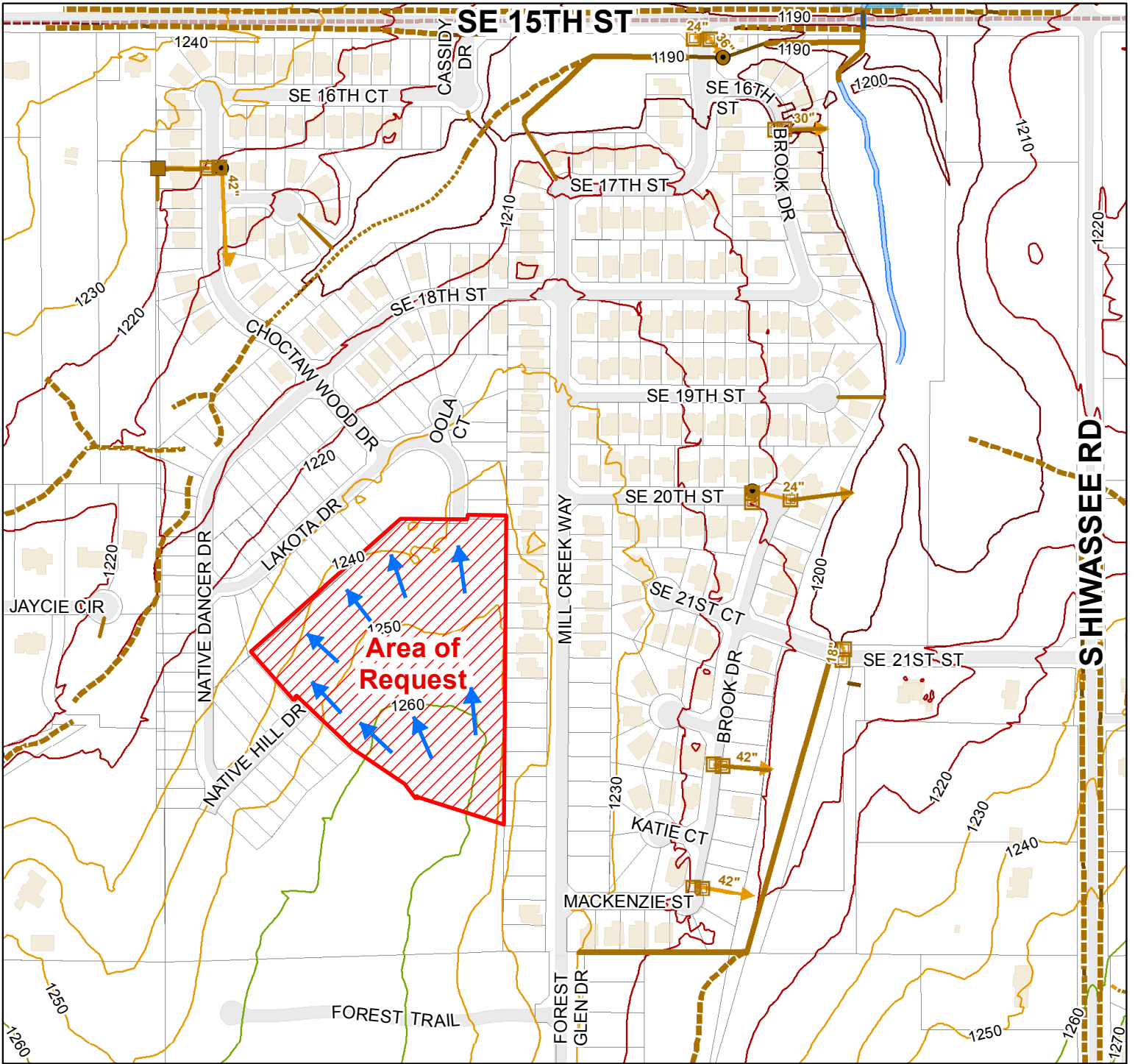
0 400 800 Feet



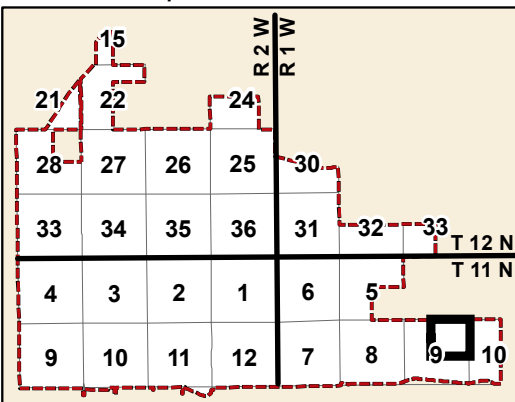
1 inch = 400 feet












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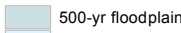
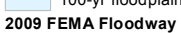
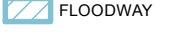



Locator Map



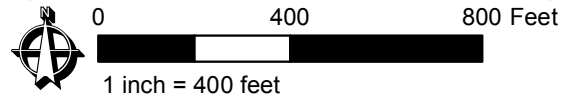
- Drainage Legend**
-  Curb Inlets
  -  Inlets
  -  Junction Box
  -  Culverts
  -  Flumes
  -  Developed Channels
  -  Trickle Channels
  -  Undeveloped Channels
  -  Storm Lines
  -  Creeks
- ELEVATION**
-  1166-1204 ft
  -  1204-1228 ft
  -  1228-1250 ft
  -  1250-1278 ft
  -  1278-1324 ft

**2009 FEMA Floodplains**

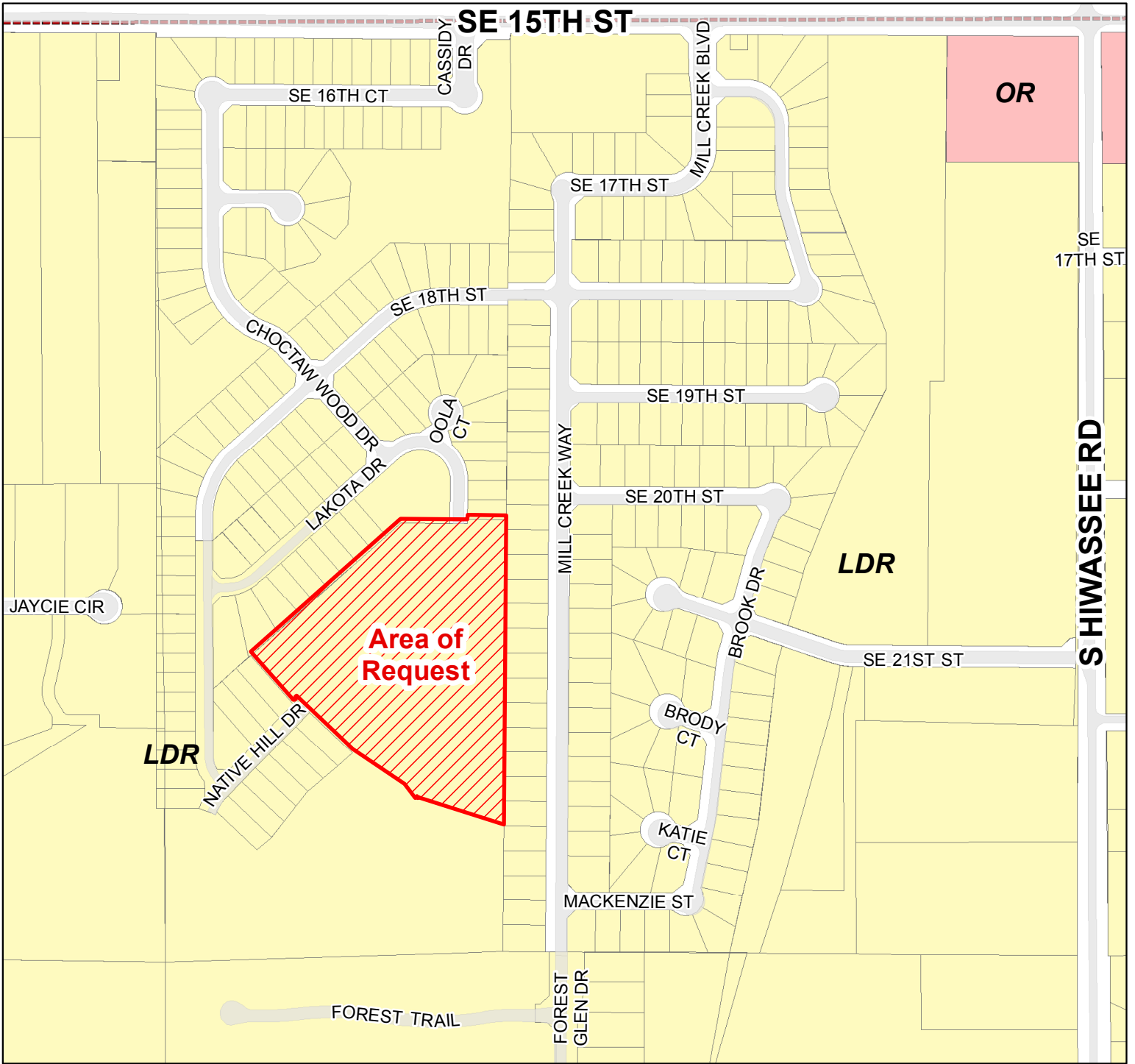
-  500-yr floodplain
-  100-yr floodplain
-  2009 FEMA Floodway
-  FLOODWAY

**DRAINAGE LOCATION MAP FOR PC-1862**

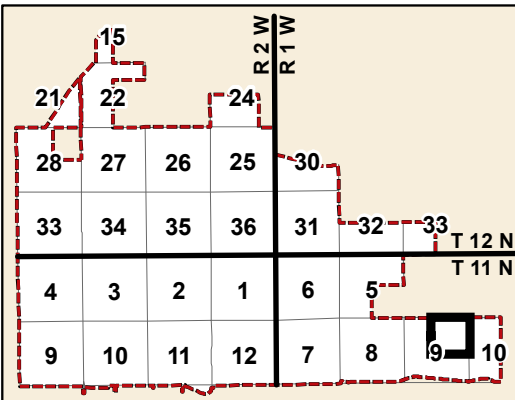
**(NE/4, Sec. 9, T11N, R1W)**













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Locator Map



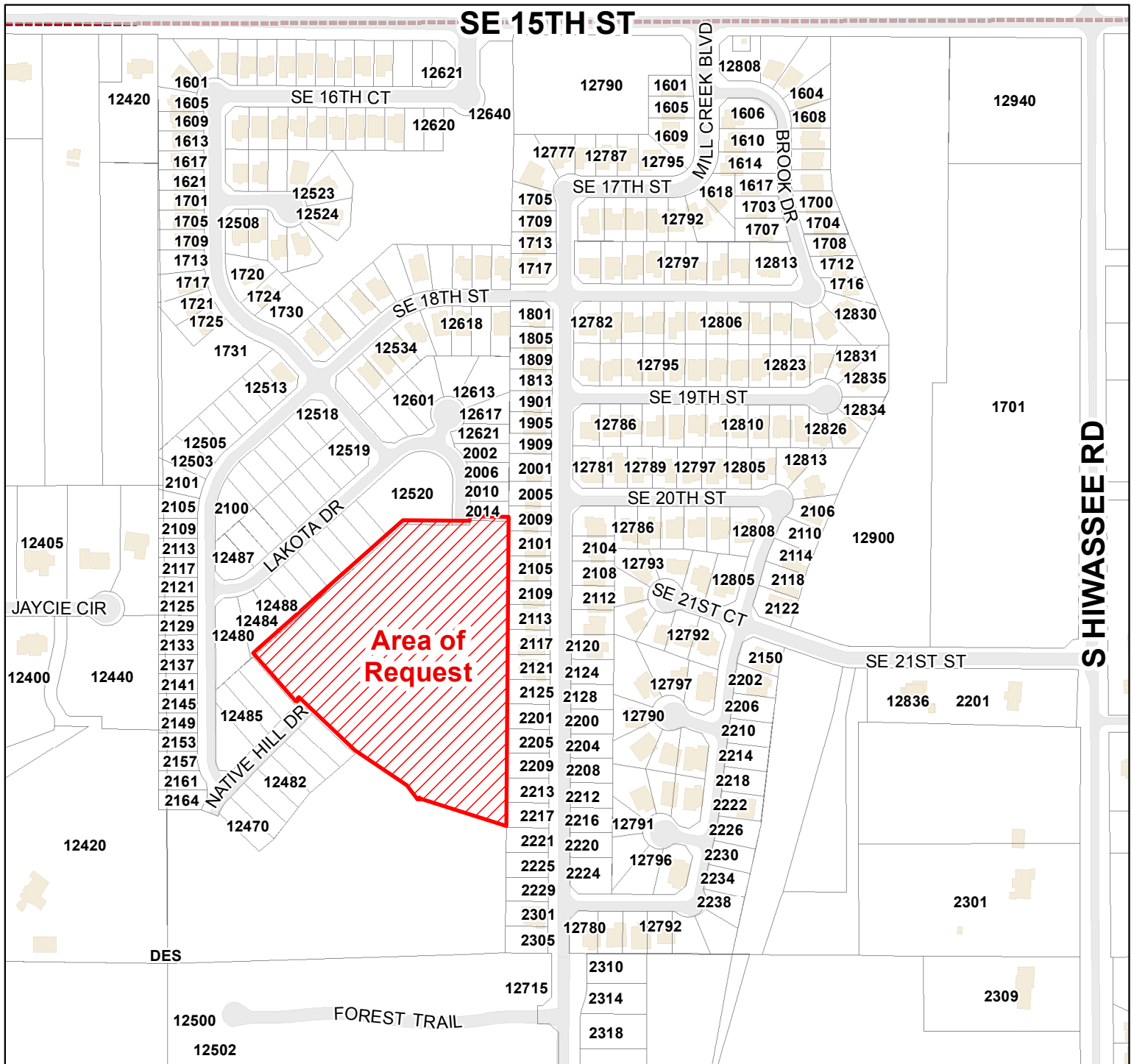
Future Land Use Legend

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

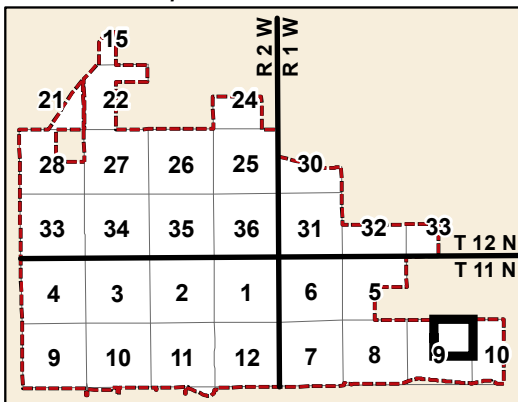
**FUTURE LAND USE  
MAP FOR  
PC-1862  
(NE/4, Sec. 9, T11N, R1W)**








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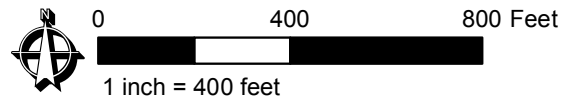
Locator Map



**General Map Legend**

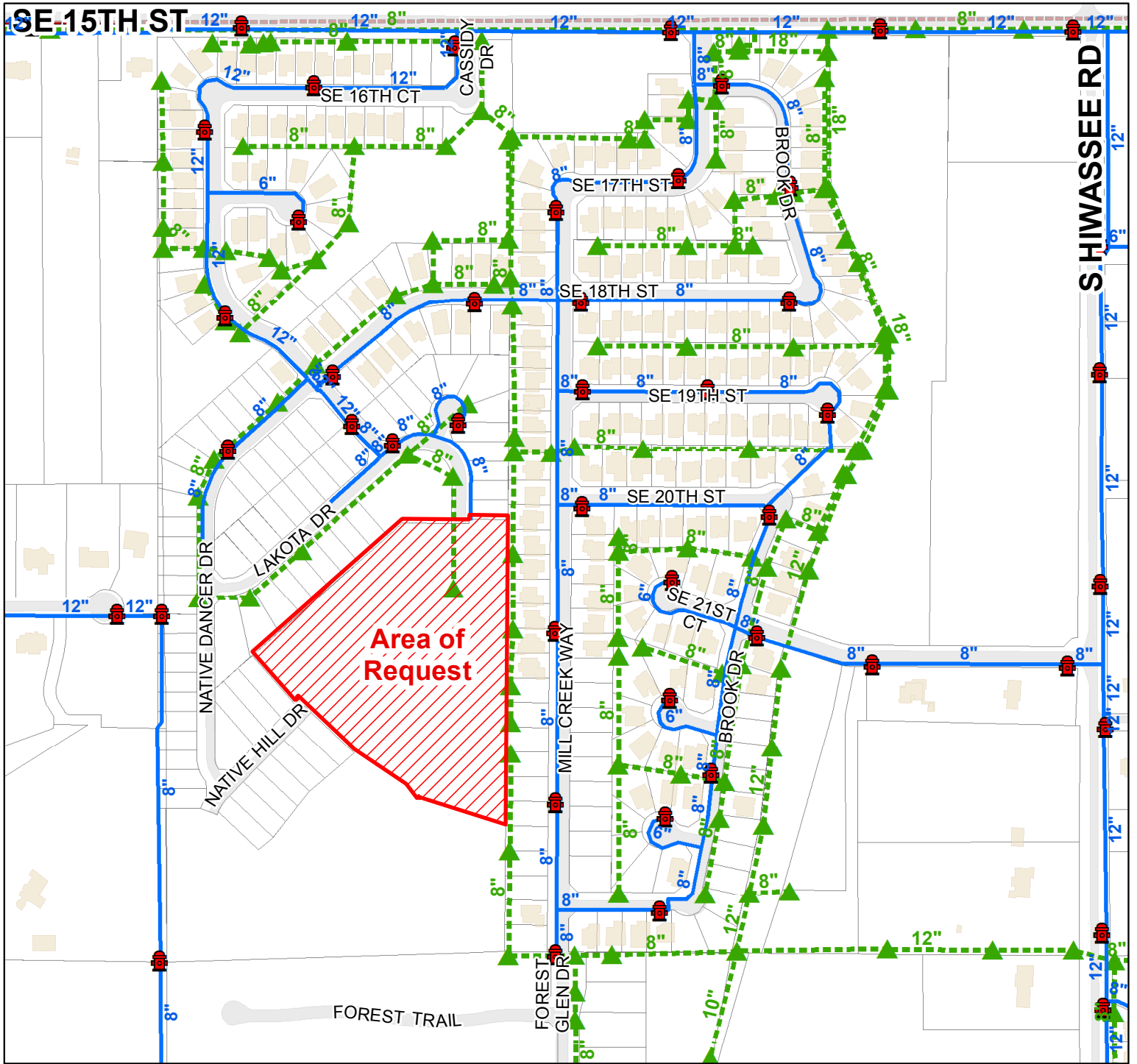
-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

**GENERAL MAP FOR  
PC-1862  
(NE/4, Sec. 9, T11N, R1W)**

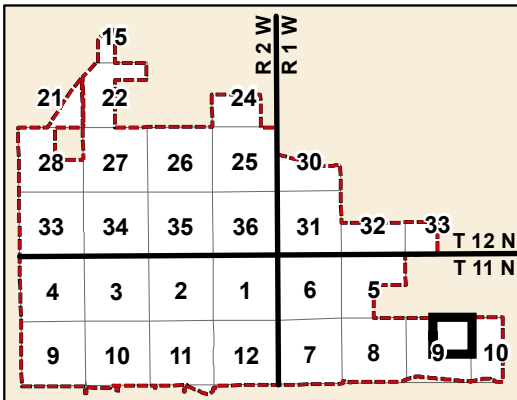


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Locator Map



Water/Sewer Legend

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

WATER/SEWER LINE LOCATION MAP FOR PC-1862

(NE/4, Sec. 9, T11N, R1W)



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**Grants Management**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
**405.739.1216**

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: January 26, 2016

RE: Discussion and consideration of 1) acceptance of a 2015-16 Oklahoma County Emergency Utility Assistance grant in the amount of \$10,000 for the implementation of an Emergency Utility Assistance Program; 2) approving and entering into a contract with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grant; and 3) authorization of the Mayor and/or City Manager to enter into the necessary or appropriate contracts/agreements to implement the grant.

For the past nine years, the City of Midwest City has received Emergency Utility Assistance grant funds from the Oklahoma County Commissioners as fiscal agent for Mission Mid-Del Inc., a faith-based organization providing emergency utility assistance to households in Oklahoma County at risk for homelessness.

As fiscal agent, the city will establish and maintain an account for the contract amount, will process invoices for payment, invoice Oklahoma County for reimbursement, and provide oversight and reporting activities. Staff recommends approval.

Terri L. Craft  
Grants Manager

Attachment

**CONTRACT**  
**Between the Board of Oklahoma County Commissioners**  
**on behalf of the Department of Oklahoma County Social Services**  
**and**  
**City of Midwest City**  
**for the Emergency Utility Assistance Program**

This agreement (the "Agreement") is entered into between the Board of County Commissioners of Oklahoma County, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County"), and City of Midwest City, herein referred to as "the Center," having a notice address of 100 N. Midwest Blvd., Midwest City, OK 73110, attention Terri Craft.

WHEREAS, The County is authorized by Oklahoma Statutes to provide support for senior citizens and indigent persons pursuant to Title 19 and Title 56;

WHEREAS, The Center is currently providing services to seniors and/or indigent persons in Oklahoma County and is willing to continue offering such services within the constraints of its budget; and

WHEREAS, The County is desirous of contracting with the Center to provide aid in the form of utility assistance to seniors and indigent families in Oklahoma County;

NOW, THEREFORE, BE IT RESOLVED, the Center and County do mutually agree as follows:

1. The Center agrees to furnish the services described in Attachment A to senior citizens and / or indigent families in Oklahoma County as their scheduling and resources permit.
2. In consideration for the services described in Attachment A, County agrees to pay up to an amount not to exceed a total of \$10,000 for the contract period upon receipt of monthly claims, authorized and approved by the County. Monthly claims are to include copies of all bills paid under this grant for the time period invoiced. Invoices are to be sent to:

Terry L. Bolden  
Oklahoma County Social Services  
7401 Northeast 23<sup>rd</sup> Street  
Oklahoma City, OK 73141

3. Monthly claims are to be accompanied by a report showing the number of people served for the time period invoiced, with amounts for deposits specifically identified. Payments for deposits require additional assurances that the deposit is the last remaining obstacle for a homeless person to attain housing.
4. The Center agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
5. Agreement to be effective January 13, 2016 and will terminate on June 30, 2016. Either party may terminate this agreement on thirty (30) days' written notice to the other party. Further the County may terminate this agreement at any time by written notice to the Center if the Center fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
6. The Center will not impose any fees for services rendered and paid for under the terms of this agreement. Under this agreement, no person shall be excluded from participation, be denied

- benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap. The Center shall provide the agreed upon services without regard to or for the recipients religious character or affiliation or require recipients participation in any religious activities.
7. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract.
  8. The Center shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder. The Center agrees to indemnify and hold County harmless and free of any and all liabilities arising from any act of omission or commission by them with respect to this agreement. The Center agrees to maintain general liability insurance in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act (51 O.S. 151 et seq.), which is a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant per single act, accident, or occurrence and One-Million Dollars (\$1,000,000.00) per single occurrence or accident. The Center agrees to attach a copy of a certificate of insurance to this contract upon its execution.
  9. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise there from and no official or employee of County shall serve as officers of the Center.
  10. This contract is null and void unless the Oklahoma County Clerk has encumbered the contract. Upon approval of this contract, a blanket purchase order number will be issued by Oklahoma County. It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and within the limitation provided by Oklahoma law.

WITNESS THEREOF, the County and the Center have executed this Agreement.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**City of Midwest City**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Director, Oklahoma County  
Social Services**

**Board of County Commissioners  
Oklahoma County, Oklahoma**

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
County Clerk

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

\_\_\_\_\_  
Assistant District Attorney

## ATTACHMENT A

### CONTRACT

**Between the Board of Oklahoma County Commissioners  
on Behalf of the Department of Social Services  
and  
City of Midwest City  
for the Emergency Utility Assistance Program**

This attachment, including this page and the preceding three (3) pages, provides the description of the scope of services as referenced in paragraph 1 of the contract between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and City of Midwest City for the Emergency Utility Assistance Program. This attachment is part of the complete contract.

The Center understands and agrees to the following:

1. Assistance can be provided only for families or seniors whose places of residence are located in Oklahoma County and who are at risk of becoming homeless, and who can significantly benefit from assistance with payment of utility bills. A "family" consists of at least one child (under 18) in residence with a parent, grandparent, or legal guardian. Recipients must complete and sign an application (this can be an application the agency already uses as long as it provides appropriate information for determining eligibility). Recipients must be legal residents and must be making their own efforts toward self-sufficiency and responsible self-management. Payments are to be made directly to the utility company. Under no circumstance is payment to be provided to an individual. No fee can be charged to any individual for this assistance.
2. Payment may be made only for current residences located in Oklahoma County, or for deposits only under the specific condition that the utility deposit is one of the last remaining steps for a homeless person to transition out of homelessness. Payments are not to be made towards bills owed for previous residences.
3. For the services provided, no person shall be excluded from participation, be denied benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap. No part of this funding can be used for any religious activity, and no requirement of religious activity can be mandated as a condition of receiving services through this funding.
4. Invoicing may occur on a monthly basis. Invoices must consist of a summary of number of people served, number of months paid, and total amount requested for reimbursement. The invoice must be accompanied by a report itemizing the list of people served and amounts paid, along with copies of utility bills paid. The invoice must contain a signed statement attesting to the accuracy of the information on the invoice and the accompanying report.
5. The period of agreement will end on June 30, 2016.



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

Billy Harless, Community Development Director

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

---

**To:** Honorable Mayor and City Council  
**From:** Billy Harless, Community Development Director  
**Date:** January 26, 2016

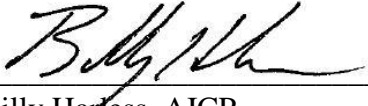
**Subject:** Discussion and consideration of : 1) declaring Xerox plotter – serial number 59V003318, Repro Technology 900 blue-line machine – serial number 980, two office chairs, 4 books/training manuals (American Pipe Manual, ASTM Standards-Precast Concrete Pipe, Document Work Centre Pro 545 Users Guide, AT&T Quick Guide to Audix), Fellowes jet printer work station, Brother P-Touch label maker, legal letter tray, miscellaneous cords, Brother 7220 correctable typewriter ribbon, desk calendar base, Cannon battery changer, Fellowes desk organizer, Kroy tape trimmer, Sony battery charger, and 2 Sony 7.2 lithium battery packs as surplus; and 2) authorizing their disposal by public auction or sealed bid.

---

This agenda item will declare the items on the attached list surplus. The condition of these items is listed on the attached spreadsheet.

If declared surplus, these items will be placed on the City's eBay website for disposal.

Staff recommends approval.

  
\_\_\_\_\_  
Billy Harless, AICP  
Community Development Director

**PROPOSED COMMUNITY DEVELOPMENT SURPLUS LIST- January 2016**

ITEM	CONDITION
Xerox Plotter (old)	Not sure if it works
Repro Technology 900 blue-line machine	Out of date with current technology
(2) Office chairs	Unstable, one has base detached
Books/Training Manuals: American Pipe Manual ASTM Standards-Precast Concrete Pipe Document Work Centre Pro 545 Users Guide AT&T Quick Guide to Audix	All in fair to good condition
Fellowes Jet Printer Work Station	Used
Brother P-Touch Label Maker	Unknown if in working condition
Letter Tray: Legal size	Good condition
Sony Battery Charger	Unknown
Miscellaneous Cords	Unknown
Brother 7220 Correctable Typewriter Ribbon	Unknown
Desk Calendar Base	Used
Cannon Battery Charger	Unknown
Fellowes Desk Organizer	Used
Kroy Tape Trimmer	Unknown
(2) Sony 7.2 V lithium Battery Packs	Unknown





DISCUSSION ITEMS





## The City Of Midwest City Neighborhood Services Department

*Neighborhoods in Action • Code Enforcement • Neighborhood Initiative*  
8726 SE 15<sup>th</sup> Street, Midwest City, OK 73110  
(405)739-1005

**Date:** January 26, 2016

**To:** Honorable Mayor and City Council

**From:** Mike S. Stroh, Neighborhood Services Director

**Subject:** Public hearing with discussion and consideration of an appeal filed by the owner of the property of the notice and order issued to abate tall grass and weeds for the property located at 1417 Maple Drive. (This item was continued at the November 24<sup>th</sup> Council meeting.)

Midwest City ordinances state that the property owner and/or responsible party have a right to request a hearing before the city council. A request for an appeal/hearing on the Notice and Order to abate tall grass and weeds on the property located at 1417 Maple Drive from the owner was received on October 7, 2015. The grass and weeds are no longer tall. The issue is that the owner is requesting that the slope be changed by the City.

I have spoke with Doug Williams, Street Supervisor, about the maintenance of the area next to the drainage channel. Mr. Williams stated that during his six years of employment the City of Midwest City has not maintained this area. I also spoke with Tom Clark, Project Manager, and he stated that the pitch was not changed on this property during the recent drainage project as the channel wall was not replaced in this area. Mr. Clark did state that the chain link fence is to be added to the property and that the City of Midwest City has not accepted this as a completed job. The Contractor has done additional work to the area since the October 27<sup>th</sup> Council hearing.

I have attached a copy of the Notice and Order that was mailed to the owner, appeal request, and four sets of photos of the property.

Action is at the discretion of the Council.

*Mike S. Stroh*

Mike S. Stroh, Neighborhood Services Director

Attachments



*The City Of Midwest City*  
***Neighborhood Services Department***  
*Code Enforcement • Neighborhood Initiative • Property Maintenance*  
**Notice and Order**

09/23/2015

OWNER  
POSEY CHRISTINE G  
PO BOX 45902  
TINKER AFB, OK 731450902

Description of property:  
Tax Roll # R150053550  
Violation Address: 1417 MAPLE DR  
Legal Description: WILSON SUB ADDITION Block: 004 Lot: 017  
Tall Grass & Weeds

Midwest City Ordinance (MCO) Article II Section 27 states in part: Whenever the city determines that weeds or trash are on property within the city, the city shall notify the owner and/or responsible party of the property to cut, remove or destroy any and all weeds and/or clean and remove all trash from the property. If the owner and/or responsible party of the property fails or refuses to do so, the city may cut, remove or destroy any and all weeds and/or may clean and remove all trash from the property. Tall grass & weeds means Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Trash means refuse of all types and garbage as defined under the International Property Maintenance Code, excluding rubbish, including but not limited to, garbage, street debris, dead animals, market and industrial wastes, paper, wrappings, cigarettes, cardboard, tin cans, treated or synthetic wood and wood composites, glass, bedding crockery, furniture, appliances, litter, tires, dead animal renderings, clothing, boxes, rags, rubber, leather, metallic items, household debris and useless or uncared for matter whether in solid or liquid form. If the above listed violation is not abated within 10 days from the date of this notice, the city may abate the nuisance by clearing such tall grass & weeds with the cost of such clearing to be assessed to the owner or responsible party of the property. Any accumulations of tall grass & weeds on the owners property occurring within six (6) months after the removal of such tall grass & weeds on the property pursuant to such notice, may be summarily abated, whether abated by the City or owner/occupant or agent or by the municipal governing body; and that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner. In addition, a complaint or complaints may be filed against such owner in Municipal Court, and may be fined in an amount not to exceed two hundred dollars (\$200.00), plus court costs, or both abatement and complaint. Until paid, such cost shall constitute a debt to the city collectible in any manner as provided under local or state laws, including the filing of a lien, or other available debt collection remedies. In addition, a complaint or complaints may be filed against such owner in Municipal Court, or both abatement and complaint. If you do not understand the violation, or if you wish to appeal the notice, please contact our office, 405.739.1005, within ten days of the date of this notice.

Mow any and all tall grass and weed, front, sides and back of property including drainage area.  
Delvon Patterson  
Code Enforcement officer

Christine G. Posey  
PO Box 45902  
Tinker AFB, OK 73145

City of Midwest City  
Neighborhood Services Department  
100 N. Midwest Blvd  
Midwest City OK 73110

15 October 2015

Dear Delvin and the City of Midwest City:

I am requesting an appeal on Code Enforcement Letter postmarked 24 September 2015 on property address at 1417 Maple Dr., Midwest City OK 73110 regarding tall grass on side and back of property including drainage area. I am the property owner of said property for the last 14 years. I called and spoke with Delvin on Monday 5 October 2015 regarding this issue. I have been out of town & on military duty following my September 25<sup>th</sup> birthday delaying my initial investigation response.

The City of Midwest City along with OG&E has easement rights on the west side of the home leading to the City's storm drain. It is my understanding, over the last 14 years the City of Midwest City and/or OG&E has been maintaining the storm drain abutting grass. OG&E cut down numerous trees outside of my property fence line abutting to the storm drain leaving numerous stumps impossible to consider navigating through.

The City has completely revamped the storm drainage bed within the last year on both south and north side of Maple Drive. In further investigation, I noticed I am the only property that did not receive a chain link fence abutting the storm drain system. Mine was left open.

Requesting to mow the abutting storm drainage grass as such a steep incline of 10/12 pitch with no barrier fence to stop when someone loses their footing on the incline would create an undue burden and EXTREME safety issue for all current and future tenants using a lawnmower. It could easily lead to a 3 foot drop into the storm drain with a running piece of machinery with chances of broken bones, loss of limbs or life. I even walked to the edge of the property before the incline started and I backed up since I was in-fact losing my footing due to the steep drop. I was not confident to continue so I went to the property to the west and entered the storm drain from their property since it didn't have the extreme pitch as the east side of the drainage ditch did abutting my property. I had to jump about three feet down into the storm drain to be able to SAFELY investigate the situation. You would more than likely have to enter the storm drain bed and put the lawnmower on the incline and hope it does not tip to injury anyone.

The remaining property grass has been maintained over the last 14 years with only one minor incident. I am requesting the City of Midwest City maintain the storm drainage area like it has been over the last 14 years, put a perimeter chain-link fence abutting the storm drains like all other properties received and request OG&E remove the numerous stumps they left when removing large trees which was abutting the storm drain making it not a viable option, or allow us to deed the perimeter portion of the property abutting the storm drain within reason.

This situation is a safety issue verses a non-compliance issue. I am requesting the City of Midwest does not punish me, the property owner, for putting SAFETY first.

Respectfully,



Christine Posey  
Property Owner

REC'D  
OCT 07 2015

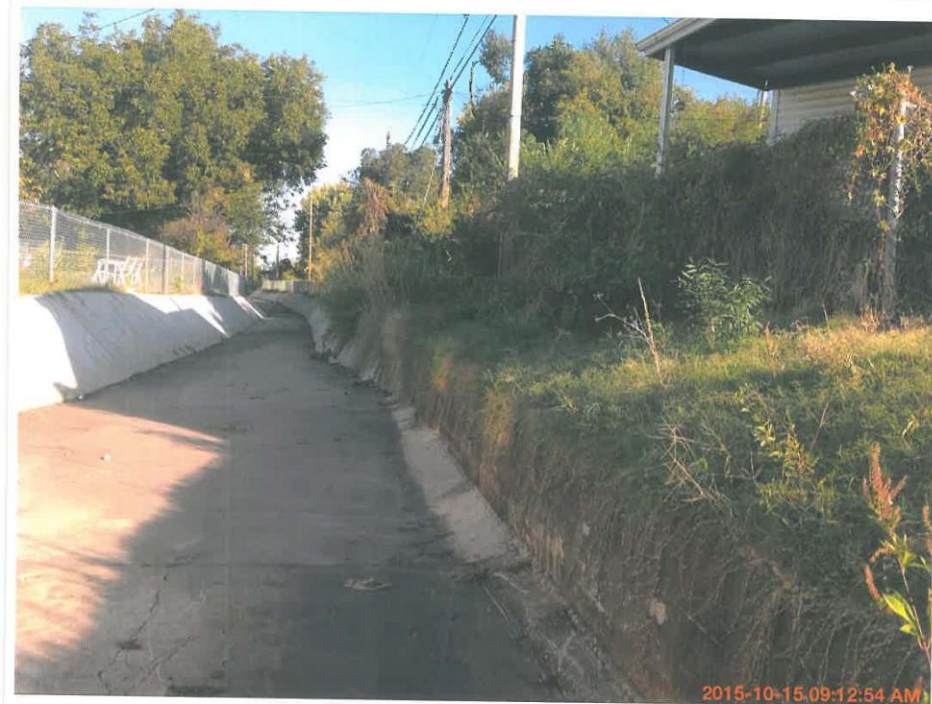
BY: .....



Before



After





Looking toward the bridge.



Looking from the bridge.





Before



After





Before



After









**Grants Management**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
**405.739.1216**

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: January 26, 2016

RE: Discussion and consideration of 1) acceptance of two Oklahoma County Community Support grants in the amount of \$14,000 for the Mid Del Group Home Sheltered Workshop and \$2,000 for a Bus Pass Program; 2) approving and entering into Agreements of Community Support with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grants; and 3) authorization of the Mayor and/or City Manager to enter into the necessary or appropriate contracts/agreements to implement the grants.

The City of Midwest City applied for and has been awarded two 2015-16 Oklahoma County Community Support grants from the Oklahoma County Commissioners. Midwest City will act as fiscal agent for Mid Del Group Home, Inc., located at 1540 Republic Circle. Grant funds in the amount of \$14,000 will be used to support the sheltered workshop program by reimbursing transportation, food and activity expenses.

The second grant will purchase EMBARK bus passes to provide needed transportation assistance to clients associated with Neighborhoods in Action, the Midwest City Jail Diversion Program and Midwest Regional Hospital Social Services. The agreements are attached.

As fiscal agent, the City will establish and maintain an account for the contracted amounts, process invoices for payment, and invoice Oklahoma County for reimbursement, along with general oversight activities. Staff recommends approval.

---

Terri L. Craft  
Grants Manager

Attachments



## AGREEMENT OF COMMUNITY SUPPORT

### Oklahoma County, Oklahoma

This agreement of Community Support (the "Agreement") is entered into between the Board of County Commissioners of Oklahoma County, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County"), and City of Midwest City as fiscal agent for Mid Del Group Homes Sheltered Workshop (the "Center"), having a notice address of 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110, attention Terri Craft.

WHEREAS, The County is authorized by Oklahoma Statutes to care for the poor (Title 56);

WHEREAS, The County has elected to fulfill this duty, in part, through the provision of services through agencies in the community; and

WHEREAS, The Center is currently providing a sheltered workshop for developmentally disabled adults and their families in Oklahoma County and is willing to continue offering such services within the constraints of its budget; and

WHEREAS, The County is desirous of contracting with the Center to provide aid to these adults and their families in Oklahoma County;

NOW, THEREFORE, BE IT RESOLVED, the Center and County do mutually agree as follows:

1. The Center agrees to furnish the following services for disabled adults in Oklahoma County as their resources permit:
  - a. Funds received by the Center under this agreement may be used for food, transportation expenses which include fuel, assistance with driver and health care coordinator salary cost, vehicle ADA compliance, repairs and maintenance, insurance, material and supplies cost for activities for the participants at the Mid Del Group Home Sheltered Workshop.
  - b. The Center understands and agrees that funds from this agreement may not be used to the direct aid of persons who are not eligible for aid under this agreement.
2. In consideration for these services, County agrees to pay up to an amount not to exceed a total of \$14,000 (Fourteen Thousand Dollars) for the contract period upon receipt of monthly claims, authorized and approved by the County. Monthly claims are to be sent to:

Terry Bolden  
Oklahoma County Social Services  
7401 Northeast 23<sup>rd</sup> Street  
Oklahoma City, OK 73141

3. The Center agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
4. The parties agree that this agreement will become effective January 13, 2016 as executed by the County, and will terminate on June 30, 2016, provided that either party may terminate this agreement on thirty (30) days' written notice to the other party. Further, the County may terminate this agreement at any time by written notice to the Center if the Center fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
5. The Center will not impose any fees for services rendered and paid for under the terms of this agreement. Under this agreement, no person shall be excluded from participation, be denied benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap.

6. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract. The Center further agrees to provide the County with monthly detailed reports of services rendered pursuant to this contract, including the number of people served. This report is to accompany the monthly claim as referenced in paragraph 2 of this agreement.
  
7. The Center shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder. The Center agrees to indemnify and hold County harmless and free of any and all liabilities arising from any act of omission or commission by them with respect to this agreement. The Center agrees to maintain general liability insurance in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act (51 O.S. 151 et seq.), which is a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant per single act, accident, or occurrence and One-Million Dollars (\$1,000,000.00) per single occurrence or accident. The Center agrees to attach a copy of a certificate of insurance to this contract upon its execution.
  
8. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise there from and no official or employee of County shall serve as officers of the Center.

WITNESS THEREOF, the County and the Center have executed this Agreement.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Midwest City  
for Mid Del Group Home Sheltered Workshop

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Christi Jernigan, Director  
Oklahoma County  
Social Services

**Board of County Commissioners  
Oklahoma County, Oklahoma**

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
County Clerk

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

\_\_\_\_\_  
Assistant District Attorney

## AGREEMENT OF COMMUNITY SUPPORT

### Oklahoma County, Oklahoma

This agreement of Community Support (the "Agreement") is entered into between the Board of County Commissioners of Oklahoma County, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County"), and City of Midwest City (the "Center"), having a notice address of 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110, attention Terri Craft.

WHEREAS, The County is authorized by Oklahoma Statutes to care for the poor (Title 56);

WHEREAS, The County has elected to fulfill this duty, in part, through the provision of services through agencies in the community; and

WHEREAS, The Center will provide transportation assistance through the Bus Pass Program for eligible residents in Oklahoma County in need of transportation assistance and is willing to continue offering such services within the constraints of its budget; and

WHEREAS, The County is desirous of contracting with the Center to provide aid to these residents in Oklahoma County;

NOW, THEREFORE, BE IT RESOLVED, the Center and County do mutually agree as follows:

1. The Center agrees to furnish the following services for residents who are eligible in Oklahoma County as their resources permit:
  - a. Funds received by the Center under this agreement may be used for the Bus Pass Program for 1 day and/or 7 day passes.
  - b. The Center understands and agrees that funds from this agreement may not be used to the direct aid of persons who are not eligible for aid under this agreement.
2. In consideration for these services, County agrees to pay up to an amount not to exceed a total of \$2,000 (Two Thousand Dollars) for the contract period upon receipt of monthly claims, authorized and approved by the County. Monthly claims are to be sent to:

Terry L. Bolden  
Oklahoma County Social Services  
7401 Northeast 23<sup>rd</sup> Street  
Oklahoma City, OK 73141
3. The Center agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
4. The parties agree that this agreement will become effective January 13, 2016 as executed by the County, and will terminate on June 30, 2016, provided that either party may terminate this agreement on thirty (30) days' written notice to the other party. Further, the County may terminate this agreement at any time by written notice to the Center if the Center fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
5. The Center will not impose any fees for services rendered and paid for under the terms of this agreement. Under this agreement, no person shall be excluded from participation, be denied benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap.

6. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract. The Center further agrees to provide the County with monthly detailed reports of services rendered pursuant to this contract, including the number of people served. This report is to accompany the monthly claim as referenced in paragraph 2 of this agreement.
  
7. The Center shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder. The Center agrees to indemnify and hold County harmless and free of any and all liabilities arising from any act of omission or commission by them with respect to this agreement. The Center agrees to maintain general liability insurance in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act (51 O.S. 151 et seq.), which is a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant per single act, accident, or occurrence and One-Million Dollars (\$1,000,000.00) per single occurrence or accident. The Center agrees to attach a copy of a certificate of insurance to this contract upon its execution.
  
8. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise there from and no official or employee of County shall serve as officers of the Center.

WITNESS THEREOF, the County and the Center have executed this Agreement.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Midwest City  
Grants Management Office**

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Christi Jernigan, Director  
Oklahoma County  
Social Services

Board of County Commissioners  
Oklahoma County, Oklahoma

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
County Clerk

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

\_\_\_\_\_  
Assistant District Attorney



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

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: January 26, 2016

Subject: (PC-1858) Public hearing with discussion and consideration of approval of the Preliminary Plat of Oakwood Landing for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma, addressed as 10850 NE 10<sup>th</sup> Street.

Dates of Hearing: Planning Commission – December 1, 2015  
Planning Commission – January 5, 2016  
Planning Commission – January 26, 2016

Owner/Developer: Brent Cook, LL Development, LLC.

Applicant/Engineer: George Marquez, Crafton Tull

Proposed Use: 54 single-family lots and 11 two-family lots

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

Zoning Districts:

Area of Request – PUD

North and South – R-6, Single Family Residential

East and West – PUD

Comprehensive Plan:

Area of Request: PUD governed by R6, Single Family Residential and R-2F, Two-Family Residential

North – R6, Single Family Residential and C-3, Community Commercial

South – R-6, Single Family Residential

East - Choctaw

West – R-6, Single Family Residential and C-3, Community Commercial

Land Use:

Area of Request – Vacant

North, South, East and West – Single family residences

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110

Community Development Department (405) 739-1220 • FAX (405) 739-1399 • TDD (405) 739-1359

*An Equal Opportunity Employer*

**Municipal Code Citation:**

**38-3. Purpose**

**38-3.1 Protection of Public and Private Interest**

The development and subdivision of land, as they affect a City's quality of life, are activities for which regulation is a valid function of City government. The regulations contained within this Subdivision Ordinance are intended to protect the interest of the public and of private parties by granting certain rights and privileges.

**38-18.1. Purpose**

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

**History:**

1. PC-184 and 185 – July of 1973 – portions of this area were rezoned to R-3, Medium Density Residential and R-4, High Density Residential.
2. PC-1657 – October 2007 – Continued preliminary plat to allow for development of PUD.
3. PC-1660 – March 2008 – The City Council approved a request to rezone this property to a PUD, Planned Unit Development, allowing single-family detached, two-family attached and multi-family uses.
4. PC-1857 – November 2015 – The area of request was rezoned to a PUD, allowing single-family detached and two-family attached uses only.
5. December 1, 2015 – The Planning Commission tabled this item to their January 5, 2016 meeting.
6. January 5, 2016 – The Planning Commission recommended approval of this item.

**Staff Comments:**

**Engineering Comments:**

**Water Supply and Distribution**

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

A twelve (12) inch public water main is located on the south side of N.E. 10th Street in the street right-of-way extending along the north side of the area of request. A twelve (12) inch public water main is located on the west side of Westminster Road in the street right-of-way extending along the east side of the area of request.

The applicant proposes to construct an eight (8) inch public water line loop and six (6) inch water line extensions through the site to provide service to the area of request.

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



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

Sanitary Sewer Collection and Disposal

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

An eight (8) inch public sewer main is located on the west side of Westminster Road in the street right-of-way extending along the east side of the area of request. A twelve (12) inch public sewer main is located in a dedicated utility easement paralleling the northeast boundary of the area of request.

The applicant proposes to construct multiple eight (8) inch public sewer line extensions into the site to provide service to the area of request.

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

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

Streets and Sidewalks

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

Access to the area of request is available from N.E. 10th Street and Westminster Road. N.E. 10th Street is classified as a secondary arterial street in the 2008 Comprehensive Plan. N.E. 10th Street 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 (100) feet for a secondary arterial street and presently, N.E. 10th Street has one hundred (100) feet of right-of-way adjacent to and parallel to the north side of the area of request. Westminster Road is classified as a secondary arterial street in the 2008 Comprehensive Plan. Westminster Road is a two (2) lane, 26-foot wide, uncurbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a secondary arterial street and presently, Westminster Road has one hundred (100) feet of right-of-way adjacent to and parallel to the east side of the area of request.

All right of way grants to the city will be required to be dedicated on the final plat.

The applicant proposes to construct a new public road loop with multiple cul-de-sacs through the site to provide service to the area of request. Sidewalks are required on the frontages of the proposed roads throughout the area of request.

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 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 from the west to the east via overland flow and in an unimproved secondary drainage channel. Currently, the area of request is undeveloped. The area of request is affected by flood zone X (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

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

The applicant proposes to construct an underground drainage system, concrete channels, and a detention pond to service the area of request. The November Planning Commission report required further information from the applicant concerning three drainage components impacting the area of request.

The applicant has now provided information to the City addressing these issues. The FEMA flood zone's impact will be contained in the proposed concrete channel improvement and will not impact the adjacent properties. The proposed channel also addresses the Westminster Road back water flooding problem containing it inside the channel improvement. Furthermore, the applicant has reached an agreement with the adjacent property owner to acquire the drainage easements necessary to construct the required drainage improvement.

As noted, the easement necessary to cover the proposed improvement will extend off of the area of request and will require an easement dedication from the adjacent property owner. The easement must be dedicated to the city after the channel is constructed, but before the final plat is submitted to the city for approval. **Note that if an easement is not obtained from the adjacent property owner, a final plat cannot be filed for the area of request.**

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

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

#### Easements and Right-of-Way

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

As noted in the Drainage section comments, a drainage easement must be dedicated to the city covering the constructed channel improvement from the adjacent property owner. This must be done prior to any application for a final plat.

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

**Fire Marshal's Comments:**

The Fire Marshall has reviewed the application for this proposed Planned Unit Development under Chapter 15 of the municipal code. All requirements of Chapter 15 regarding fire hydrants and fire protection will need to be met with this request.

**Plan Comments:**

This proposed Preliminary Plat has been prepared in order to create a total of sixty-five lots. Fifty-four (54) lots on the southern portion of the area of request abutting the Windmill Farms Subdivision are to be developed as single family detached residential. Eleven (11) lots on the northern portion of the area of request are to be developed according to the R-2F, two-family attached residential zoning regulations.

Two new curb-cuts will provide access to the area of request. One curb-cut will be located on NE 10<sup>th</sup> Street and the other will be on North Westminster Rd.

The Park Land Review Committee met on October 21, 2015 to review the proposed park land/open space. According to the calculations provided in the 2012 Subdivision Regulations, the applicant is required to provide .36 acres of park land/open space. The applicant is proposing 1 area of park land/open space totaling .47 acres. Rather than dedicating park land to the City, the park land/open space will remain under the private ownership of the homeowners association. The HOA Covenants must be provided to staff with the Final Plat application and provisions for care and maintenance of the park land/open space must be included. The Park Land Review Committee recommended approval of the proposed park land/open space.

As required under section 38-53.4 of the 2012 Midwest City Subdivision Regulations, the applicant has prepared and submitted a Tree Canopy Management Plan. The applicant plans to remove a majority of the trees and is therefore required to submit a Tree Mitigation Plan. Under section 38-53.6 (A) the applicant may only remove trees located in any street right-of-way and located within any area dedicated for water, wastewater, drainage and in any other infrastructure needs. The remaining tree canopy must remain or be restored through a Tree Mitigation Plan. The applicant has submitted a Tree Mitigation Plan. There is 542,000 square feet of tree canopy in the entire area of request. The applicant plans to leave 10,170 square feet of existing tree canopy. The Tree Mitigation Plan that was submitted shows that the canopy being removed from areas not intended for infrastructure will be replaced. The applicant used the mature size of the replacement trees and is proposing a replacement tree canopy coverage in excess of 531,000 square feet. The Tree Mitigation Plan meets the requirements of the Subdivision Regulations and, therefore, staff recommends approval.

As this preliminary plat conforms to the approved PUD and the Subdivision Regulations, staff recommends approval.

**RECOMMENDATION**

Action Required: Approve or reject the Preliminary Plat of Oakwood Landing for the property located at 10850 NE 10<sup>th</sup> Street, subject to the staff comments and recommendations as found in the January 26, 2016, agenda packet, and as noted in PC-1858 file.



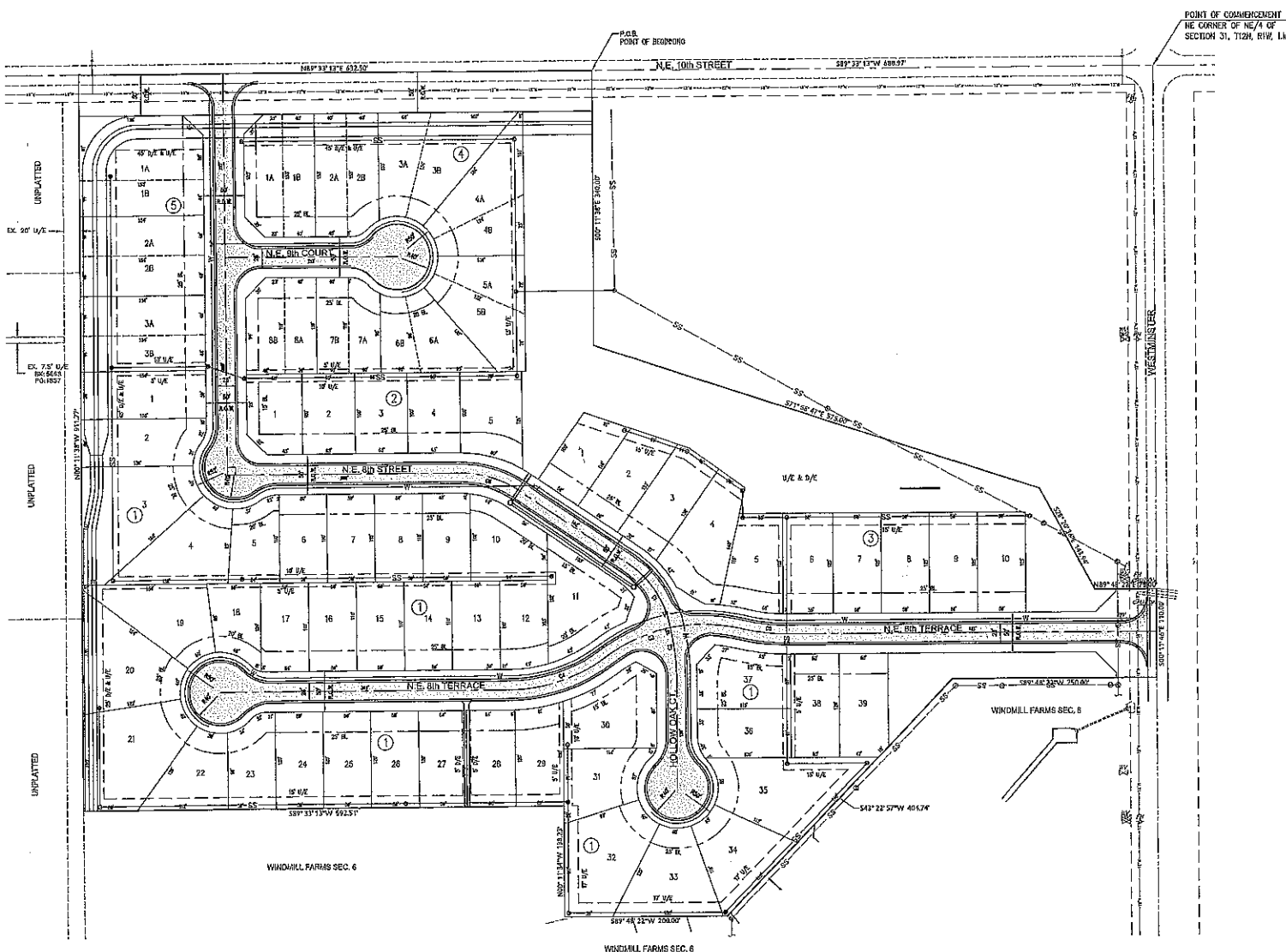
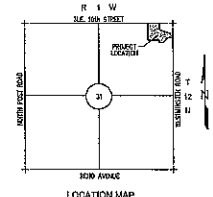
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Billy Harless, AICP  
Community Development Director

KG



PRELIMINARY PLAT  
OF  
**OAKWOOD LANDING**  
A PART OF THE NE/4 OF SEC. 31, T12N, R1W, I.M.,  
MID-WEST CITY, OKLAHOMA COUNTY, OKLAHOMA



**LEGAL DESCRIPTION**  
A tract of land situate in the Northeast Quarter (NE/4) of Section 31, Township 12N, Range 1W, I.M., of the Indian Meridian G.M.S. of Oklahoma County, Oklahoma, and tract being more particularly described as follows:  
Commencing at the Northeast corner said NE/4 (thence S89°33'13"W a distance of 558.87 feet to the Point of Beginning; thence S90°13'20"E a distance of 345.00 feet; thence S71°04'47"E a distance of 658.00 feet; thence S33°02'52"E a distance of 143.58 feet; thence N88°02'22"E a distance of 174.00 feet; thence S90°14'47"E a distance of 180.00 feet; thence S89°48'22"E a distance of 225.00 feet; thence S45°02'24"W a distance of 684.74 feet; thence S89°48'22"E a distance of 200.00 feet; thence N80°13'24"W a distance of 126.23 feet; thence S89°33'13"W a distance of 595.25 feet; thence N00°13'24"W a distance of 911.77 feet; thence N89°33'13"W a distance of 932.00 feet to the POINT OF BEGINNING.  
Said tract contains 665,000 Square Feet or 15.10 Acres more or less.

- NOTES**
1. MAINTENANCE OF THE COMMON AREAS AND EASEMENTS AND PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS, EITHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR ROADS AREAS UNLESS CERTAIN AMENDMENTS SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, FURNIS, AND SIGNS SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.
  2. A SURETY BOND SHALL BE REQUIRED ON EACH LOT AND MUST BE INSTALLED PRIOR TO THE ISSUANCE OF AN OCCUPANCY PERMIT.
  3. SIDEWALKS ALONG COMMON AREAS ARE THE RESPONSIBILITY OF THE DEVELOPER AND MUST BE INSTALLED PRIOR TO THE ISSUANCE OF ANY OCCUPANCY PERMITS. ARTERIAL SIDEWALKS WILL BE PROVIDED IN ACCORDANCE WITH SIDEWALK ORDINANCES.
  4. IF THE GARAGE FRONT IS DESIGNED SO THAT THE GARAGE DOOR EXTENDS BEYOND THE FRONT WALL OF THE DWELLING, SCREENING SHALL BE PROVIDED BY PLANTING TREES ONE (1) INCH CALIPER OCCASIONAL TREES OR TWO (2) INCH CALIPER TREES IN THE FRONT YARD, PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE AFFECTED LOT.
  5. ALL EXISTING AND PROPOSED EASEMENTS TIED TO LOT CORNERS ON FINAL PLAT.
  6. A MINIMUM 0.12 ACRES OF RECREATIONAL AREA AND FACILITIES SHALL BE PROVIDED BY THE DEVELOPER. THE RECREATIONAL FACILITIES SHALL INCLUDE PLAYGROUND EQUIPMENT AND PARK SERVICES.

**PROJECT OWNER AND DEVELOPER:**  
OnPoint Construction  
1601 E. I-240 Service Road  
Oklahoma City, 73149  
OFFICE PH: 405.237.1051  
MOBILE: 405.924.1779

**COMMON AREAS:**

C/A 'A'	2.28 ACRES
C/A 'B'	0.33 ACRES
C/A 'C'	0.47 ACRES
<b>TOTAL C/A (S/TED)</b>	<b>3.08 ACRES</b>

**LOT COUNT:**

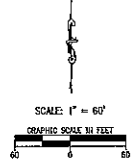
SINGLE-FAMILY RESIDENTIAL	54 LOTS
SINGLE-FAMILY RESIDENTIAL	14.58 ACRES
RESIDENTIAL DENSITY	3.71 (DU/AC) - 0.27 (AC/DU)
MULTI-FAMILY	11 LOTS
MULTI-FAMILY	5.38 ACRES
COMMERCIAL	0 LOT
COMMERCIAL	0 ACRES

**LEGEND**

BL	BUILDING LIMIT LINE
D/E	DRAINAGE EASEMENT
EX	EXISTING
L.N.A.	LIMITS OF NO ACCESS
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
(REG.)	RECREATIONAL COMMON AREA
(DR.)	DRAINAGE RELATED COMMON AREA

**CURVE TABLE**

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	36.62	125.00'	43°55'10"	333° 43' 20"W	83.49'
C2	50.62	230.00'	17°36'08"	105° 58' 41"W	58.64'
C3	176.72	200.00'	90°32'23"	578° 11' 54"W	170.12'
C4	127.50	200.00'	36°31'32"	101° 17' 27"E	125.35'
C5	86.18	330.00'	13°03'44"	583° 24' 46"E	89.04'
C6	75.77	155.00'	34°43'51"	103° 04' 52"W	74.62'



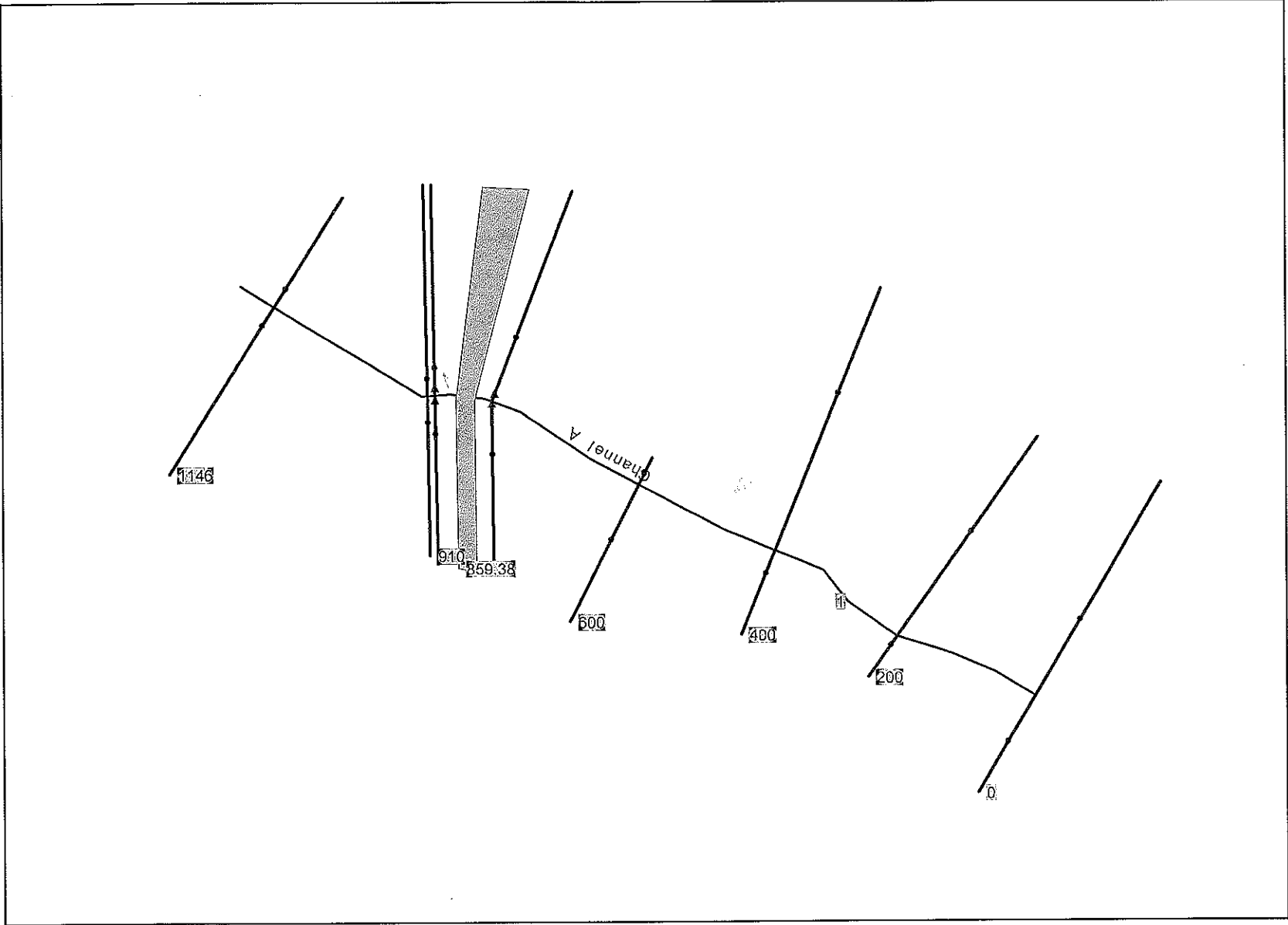
PRELIMINARY PLAT TO SERVE  
**OAKWOOD LANDING**

THE STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA

**Crafton Tull**  
REGISTERED PROFESSIONAL ENGINEER  
6032 N. 101st E. SUITE 100  
OKLAHOMA CITY, OKLAHOMA 73154  
www.craftontull.com

SHEET NO: 1 of 1  
DATE: 03-29-15  
PROJECT NO: 156008-00

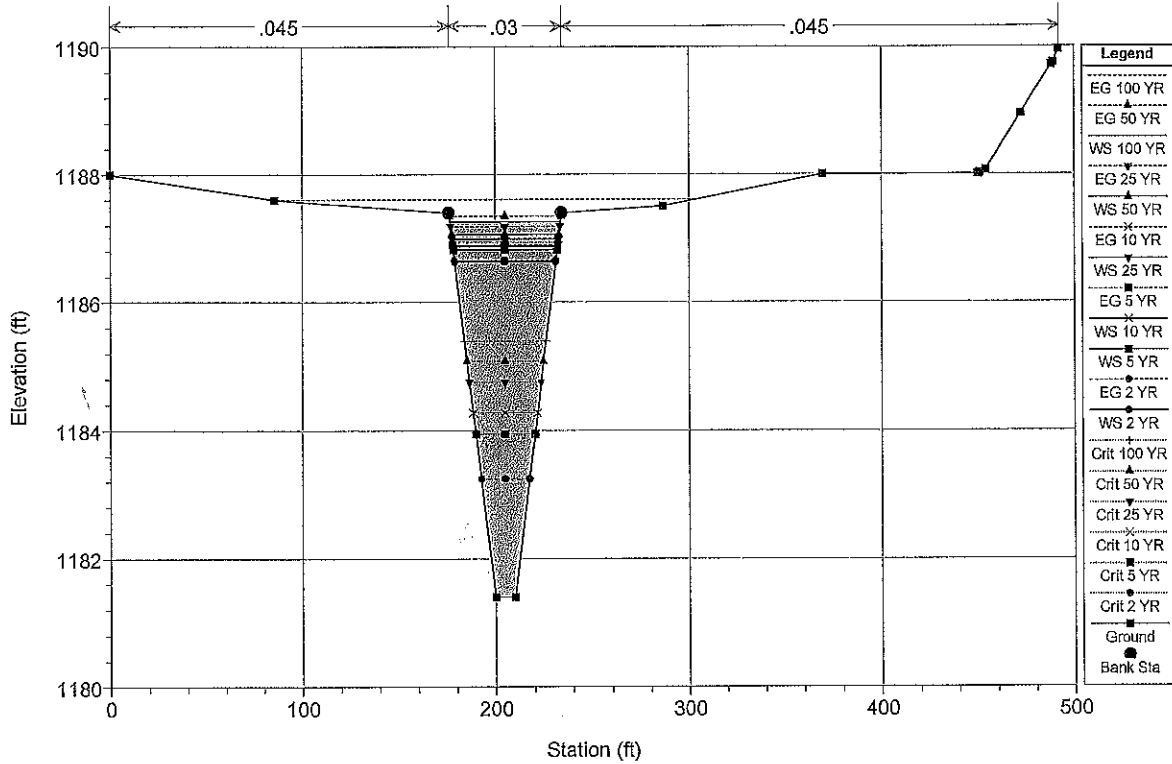






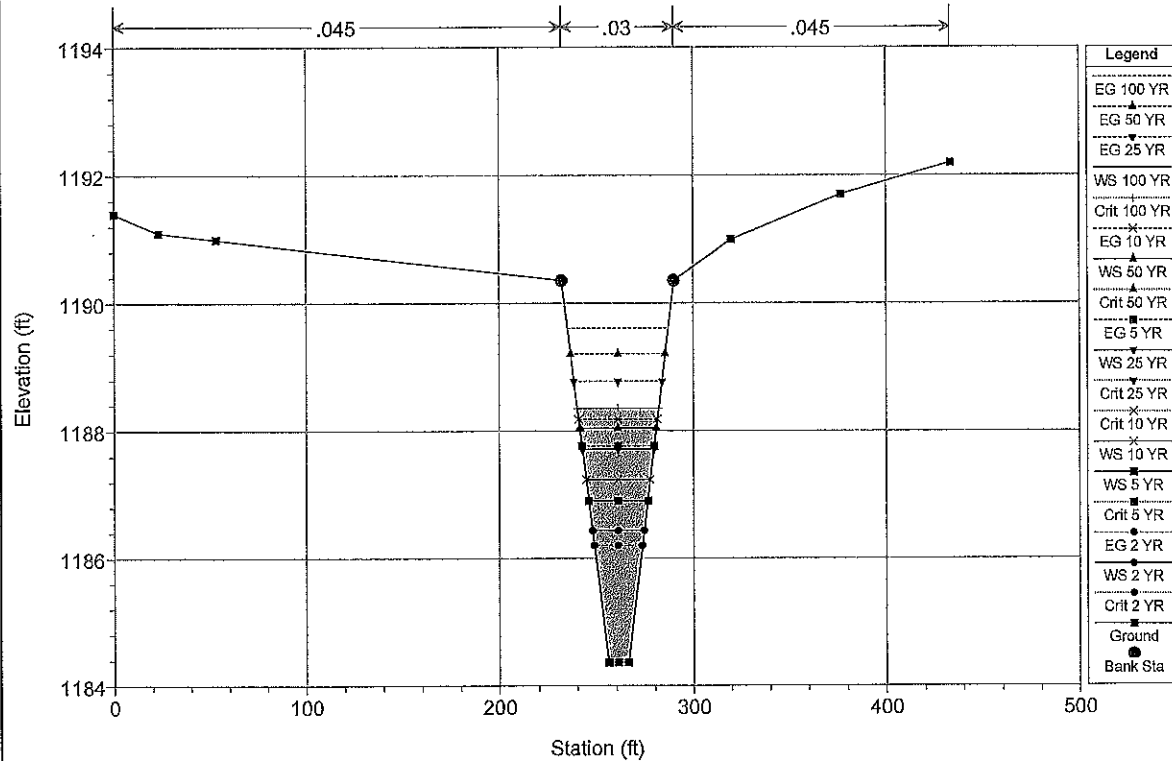
Oakwood Landing - Channel A Plan: Plan 01 12/23/2015

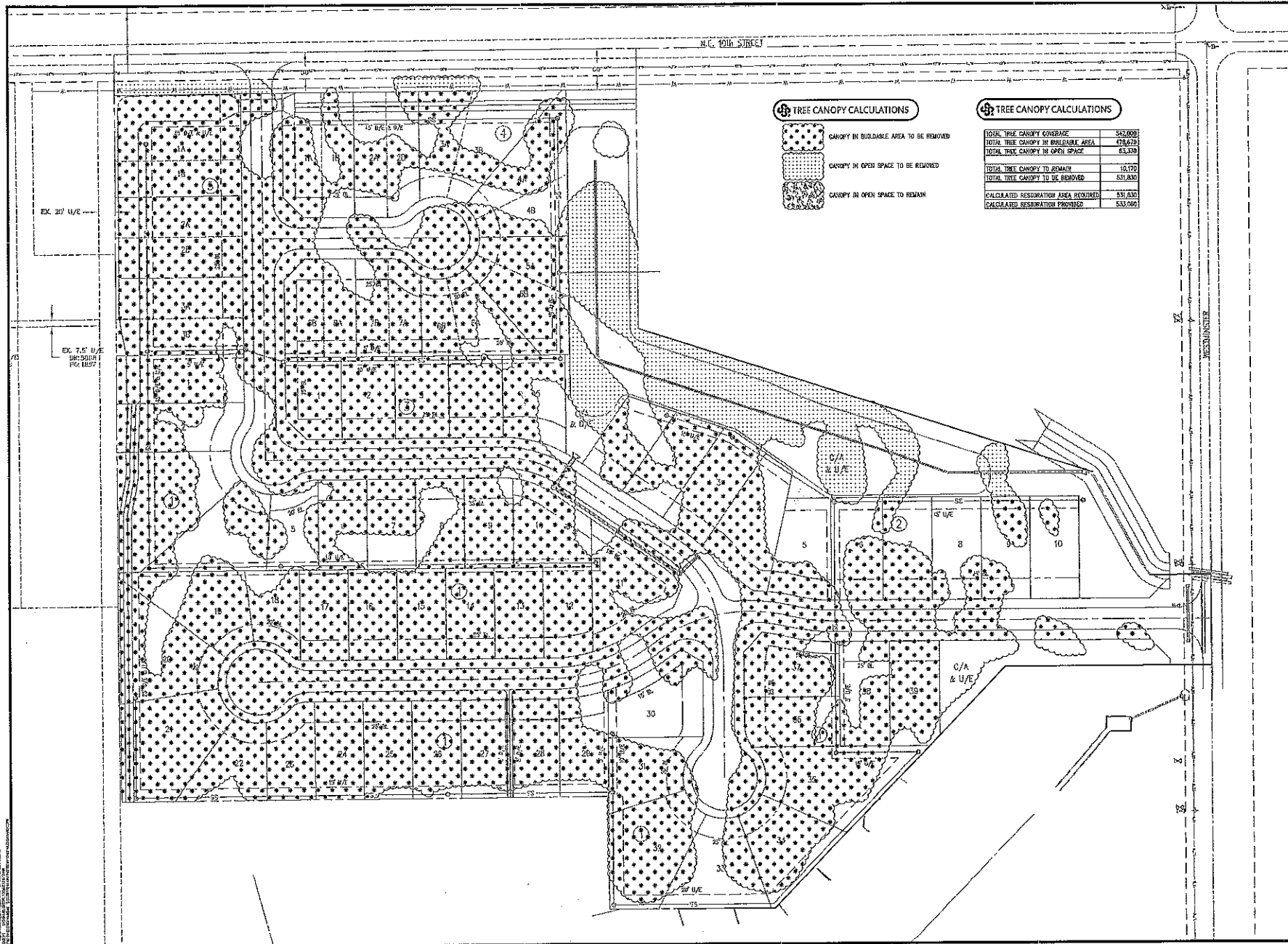
River = Channel A Reach = 1 RS = 910



Oakwood Landing - Channel A Plan: Plan 01 12/23/2015

River = Channel A Reach = 1 RS = 1146





**Tree Canopy Calculations**

	CANOPY IN BUILDABLE AREA TO BE REMOVED
	CANOPY IN OPEN SPACE TO BE REMOVED
	CANOPY IN OPEN SPACE TO REMAIN

**Tree Canopy Calculations**

TOTAL TREE CANOPY COVERAGE	542,000
TOTAL TREE CANOPY IN BUILDABLE AREA	478,670
TOTAL TREE CANOPY IN OPEN SPACE	63,330
TOTAL TREE CANOPY TO REMAIN	16,170
TOTAL TREE CANOPY TO BE REMOVED	525,830
CALCULATED RESTORATION AREA REQUIRED	531,030
CALCULATED RESTORATION PROVIDED	533,000



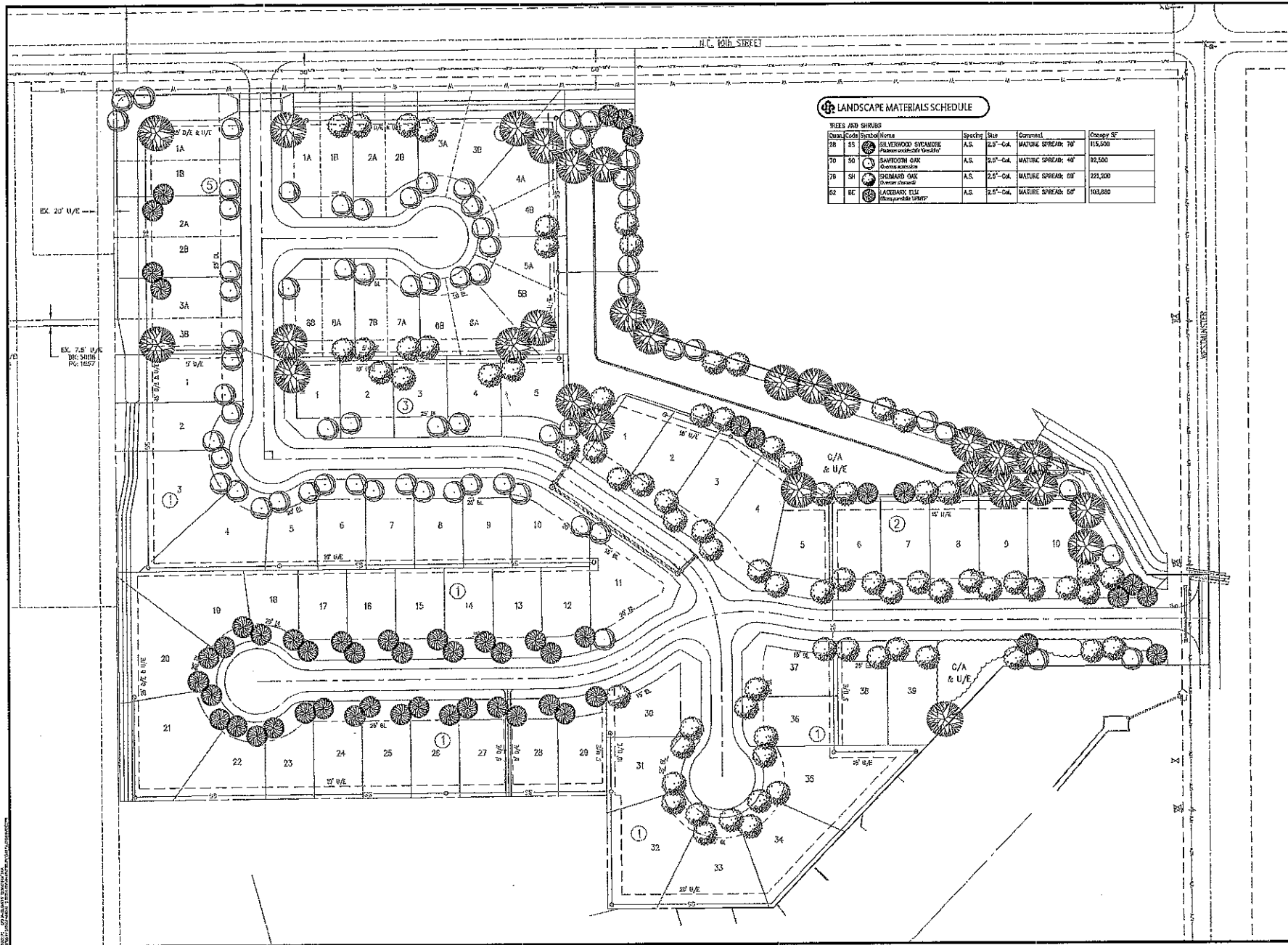
**OAKWOOD LANDING**  
MIDWEST CITY, OKLAHOMA

No.	Description	Date

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PROJECT NO. 15-00000  
SHEET NO. 17 OF 18  
CRAFTON TULL & ASSOCIATES  
ARCHITECTURE ENGINEERING ARCHITECTURE  
214 E. MAIN ST.  
OKLAHOMA CITY, OKLAHOMA 73104

**TREE CANOPY PRESERVATION AND MITIGATION PLAN**



**LANDSCAPE MATERIALS SCHEDULE**

Symbol	Code	Species	Size	Comment	Quantity SF
(Symbol)	70	SILVERWOOD SYCAMORE <i>Platanus occidentalis 'Graziell'</i>	A.S. 2.5'-GA.	MATURE SPREAD: 70'	118,500
(Symbol)	70	SAWTOOTH OAK <i>Quercus macrocarpa</i>	A.S. 2.0'-GA.	MATURE SPREAD: 40'	92,500
(Symbol)	70	SHREWD OAK <i>Quercus stenocarpa</i>	A.S. 2.0'-GA.	MATURE SPREAD: 60'	221,500
(Symbol)	62	FAIRBANKS OAK <i>Quercus parvula LUMP.</i>	A.S. 2.6'-GA.	MATURE SPREAD: 60'	103,800



**OAKWOOD LANDING**  
MIDWEST CITY, OKLAHOMA

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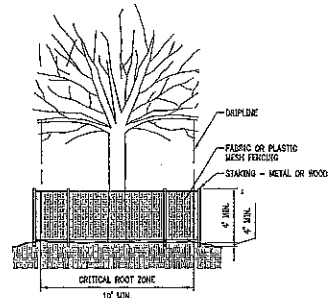
PROJECT NO. 1502080  
DATE: 04/11/11  
CONTRACT: C-1502080  
SHEET NO. 1

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**LANDSCAPE PLAN**

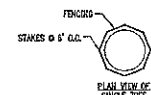
**L-102**

## PLANTING NOTES

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL SITE UTILITIES, PROTECTING UTILITIES DURING CONSTRUCTION AND INSTALLATION, AND COORDINATING UTILITY CONSTRUCTION WITH HIS SCOPE WITH GENERAL CONTRACTOR. CALL OKLAHOMA ONE-CALL SYSTEM AT 1-800-522-6100 TO COORDINATE EXISTING UTILITIES, AND COORDINATE WITH GENERAL CONTRACTOR REGARDING NEWLY INSTALLED UTILITIES.
2. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANTING PLANS AND COVERAGE OF ALL DISTURBED AREAS IN CONSTRUCTION AREA, UNLESS OTHERWISE NOTED. WHEN ANY DISCREPANCIES OCCUR BETWEEN PLANT LIST AND PLANTING PLAN, THE PLANTING PLAN IS TO SUPERSEDE, NOTWITHSTANDING OF ANY LAYOUT DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION.
4. NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT APPROVAL OF THE ARCHITECT. ALL PLANTING BED LOCATIONS, BED SHAPES, AND THE LOCATIONS OF ALL TREES MUST BE APPROVED BY THE ARCHITECT BEFORE THE INSTALLATION OF ANY PLANT MATERIAL. STAKE TREE LOCATIONS AND MARK BED LOCATIONS WITH STAKES OR PAINT, THEN NOTIFY THE GENERAL CONTRACTOR TO ADVANCE FOR INSPECTION.
5. ALL BREWEN AREAS CAUSED BY PLANTING SHALL BE GRADED SMOOTH. ALL TREES DAMAGED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE PROJECT SHALL BE CORRECTED BY THE CONTRACTOR AT JOI COST TO THE OWNER.
7. ALL PLANT MATERIALS SHALL BE PLANTED IN ACCORDANCE WITH DETAILS. SEE LIST. ALL TREES SHALL BE STAKED IN ACCORDANCE WITH DETAILS. SEE LIST.
8. ALL PLANT MATERIAL TO BE PLANTED IN ACCORDANCE WITH DETAILS AND SPECIFICATIONS, AND SHALL BE INSPECT AND DISEASE FREE.
9. NO PLANT MATERIAL SHALL BE PLANTED IN FROZEN GROUND.



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



NOTE:  
1. TREE PROTECTION FENCING SHOWN 4' OUTSIDE TREE PRESERVATION CANOPY FOR GRAPHICAL PURPOSES. THIS PROTECTION FENCING SHALL BE RUN UNDER THE DIRT LANE OF THE PROTECTING DRIVE.

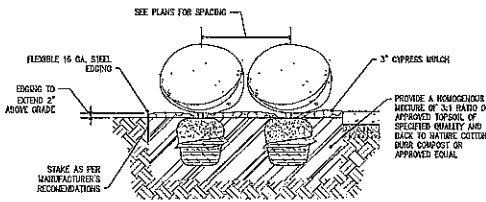
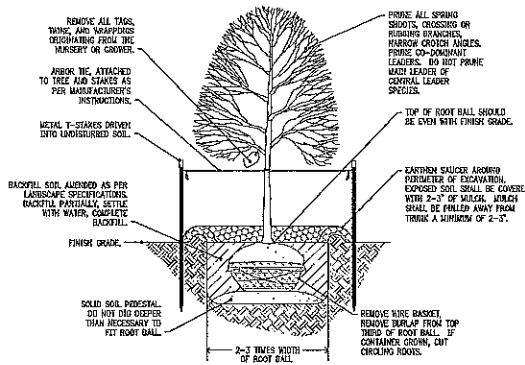
1 TREE PROTECTION FENCING DETAIL NTS

## TREE PRESERVATION NOTES

1. ALL TREES AND NATURAL AREAS SHOWN ON THESE PLANS TO BE PRESERVED SHALL BE PROTECTED DURING CONSTRUCTION WITH TEMPORARY FENCING.
2. MIDWEST CITY TREE PRESERVATION ORDINANCE AND ORDINANCES SHALL SUPERSEDE WHEN ANY OTHER CITY RESTRICTIONS ARE MORE STRINGENT THAN THOSE OUTLINED IN THIS PLAN. OTHERWISE, OCA STANDARDS AND BEST PRACTICES SHALL BE IN EFFECT.
3. PROTECTIVE FENCES SHALL BE ERRECTED ACCORDING TO STANDARDS FOR TREE PROTECTION.
4. PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
5. EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE COUPLES.
6. PROTECTIVE FENCES SHALL SURROUND THE TRUNK OR GROUP OF TREES, AND WILL BE LOCATED AT THE DISTANCE FOR NATURAL AREAS. PROTECTIVE FENCES SHALL FOLLOW THE LIMIT OF CONSTRUCTION LINE, IN ORDER TO PREVENT THE FOLLOWING:
  - A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT.
  - B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES GREATER THAN 6" OR TRENCHING NOT REVIEWED BY CITY ARCHITECT.
  - C. WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT.
  - D. OTHER ACTIVITIES DEMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
7. EXCEPTIONS TO INSTALLING FENCES AT TREE DRUPLES MAY BE PERMITTED IN THE FOLLOWING CASES:
  - A. WHERE THERE IS TO BE AN APPROVED GRADE CHANGE, IMPERMEABLE PAVING SURFACE, TREE WELL, OR OTHER SUCH SITE DEVELOPMENT.
  - B. WHERE PERMEABLE PAVING IS TO BE INSTALLED WITHIN A TREE'S DRUPLE, SET THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA PRIOR TO SITE GRADING SO THAT THIS AREA IS GRADED SEPARATELY PRIOR TO FENCE INSTALLATION TO MINIMIZE ROOT DAMAGE.
  - C. WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, DRECT THE FENCE TO ALLOW 5 TO 10 FEET OF WORK SPACE BETWEEN THE FENCE AND THE BUILDING.
  - D. WHERE THERE ARE SEVERE SPACE CONSTRAINTS DUE TO TRUCK SIZE, OR OTHER SPECIAL REQUIREMENTS.
8. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED OR FLANKING TO A HEIGHT OF 6 FEET OR LIMITS OF LOWER BRANCHING IN ACCORD TO THE REDUCED FENCING PROVIDED.
9. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
10. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PROTECT FRESH WITH THE SOIL. BACKFILL SOFT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 8 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A LAYER WHICH REMOVES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
11. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM

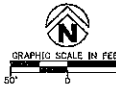
EXISTING TREE TRUNKS AS POSSIBLE.

12. NO LANDSCAPE TOPSOIL DEPTHS GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE ENLITE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
13. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
14. ALL FINISHED PRUNING MUST BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES AVAILABLE UPON REQUEST FROM THE CITY ARCHITECT).
15. DEVIATIONS FROM THE ABOVE NOTES MAY BE CONSIDERED ORDINANCE VIOLATIONS IF THERE IS SUBSTANTIAL NON-COMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT.



NOTE:  
1. APPLY BALAH OR EQUAL PRE-EMERGENT FOR WEED CONTROL.  
2. AREAS WHERE OVERCOVER OR SHEED MASS PLANTING BORDER A CURB SHALL NOT HAVE BORDERS.  
3. TAPER EDGERS TO BE FINISH WITH FINISHED GRADE ADJACENT TO PAVING OR CURB.

5 SHRUB PLANTING AND BED PREPARATION NTS



OAKWOOD LANDING  
MIDWEST CITY, OKLAHOMA

DATE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

DRAWN BY: \_\_\_\_\_

CHECKED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SCALE: \_\_\_\_\_

SHEET NO.: \_\_\_\_\_

TOTAL SHEETS: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

PROJECT OWNER: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

PROJECT DATE: \_\_\_\_\_

PROJECT PHASE: \_\_\_\_\_

PROJECT STATUS: \_\_\_\_\_

PROJECT CONTACT: \_\_\_\_\_

PROJECT PHONE: \_\_\_\_\_

PROJECT FAX: \_\_\_\_\_

PROJECT WEBSITE: \_\_\_\_\_

PROJECT EMAIL: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

PROJECT CITY: \_\_\_\_\_

PROJECT STATE: \_\_\_\_\_

PROJECT ZIP: \_\_\_\_\_

PROJECT COUNTY: \_\_\_\_\_

PROJECT COUNTRY: \_\_\_\_\_

PROJECT TIMEZONE: \_\_\_\_\_

PROJECT CURRENCY: \_\_\_\_\_

PROJECT LANGUAGE: \_\_\_\_\_

PROJECT CHARACTERISTICS: \_\_\_\_\_

PROJECT COMMENTS: \_\_\_\_\_

PROJECT NOTES: \_\_\_\_\_

PROJECT REFERENCES: \_\_\_\_\_

PROJECT SOURCES: \_\_\_\_\_

PROJECT CONTACTS: \_\_\_\_\_

PROJECT APPROVALS: \_\_\_\_\_

PROJECT SIGNATURES: \_\_\_\_\_

PROJECT STAMPS: \_\_\_\_\_

PROJECT DATES: \_\_\_\_\_

PROJECT TIMES: \_\_\_\_\_

PROJECT DURATION: \_\_\_\_\_

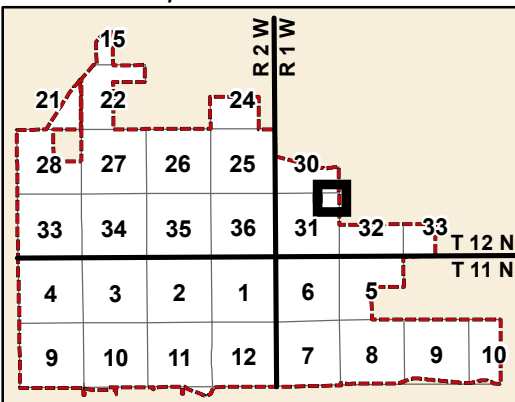
PROJECT COMPLETION: \_\_\_\_\_

L-501





Locator Map



**2013 DOP (AERIAL) VIEW FOR  
PC-1858  
(NE/4, Sec. 31, T12N, R1W)**



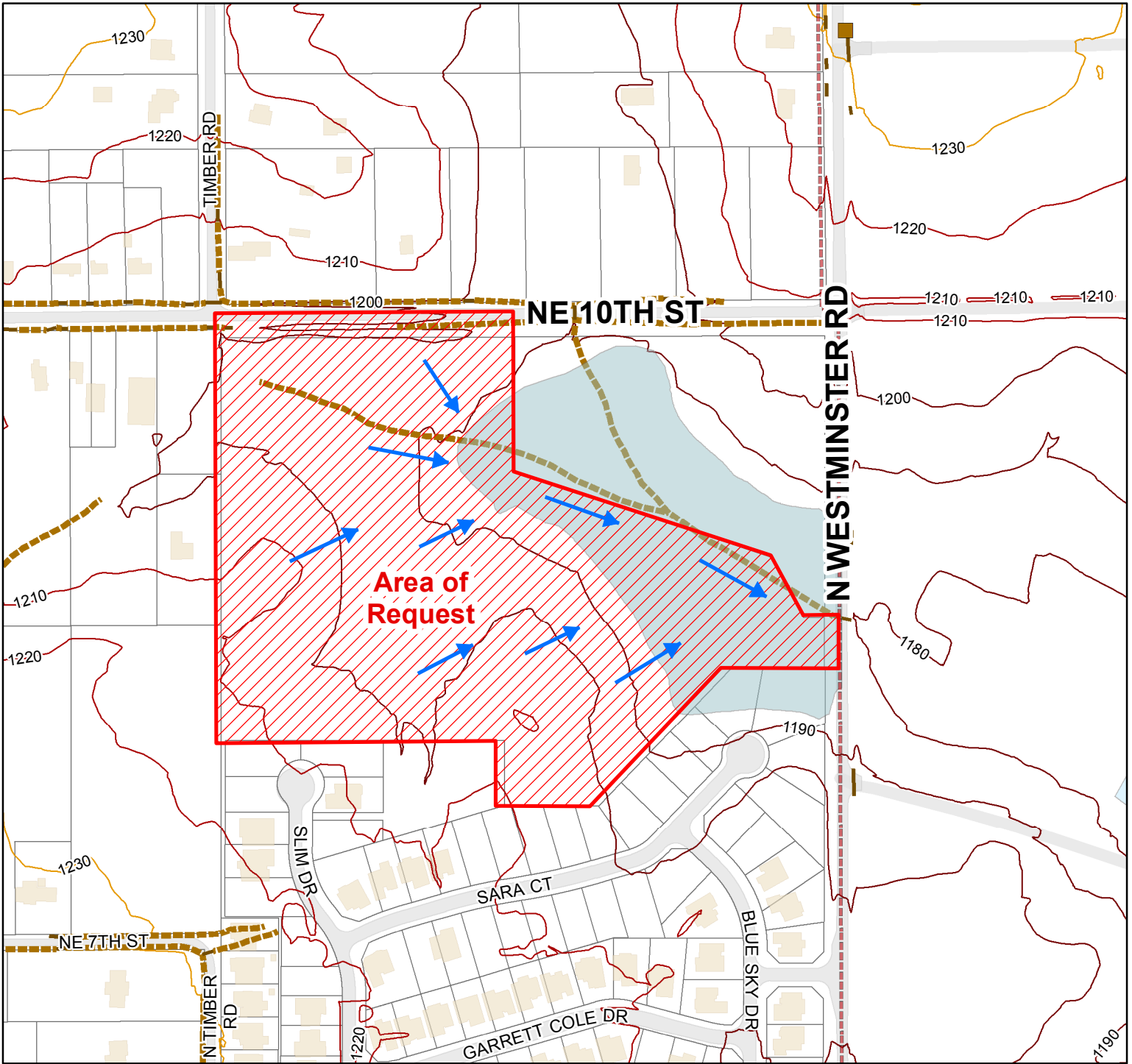
0 600 Feet



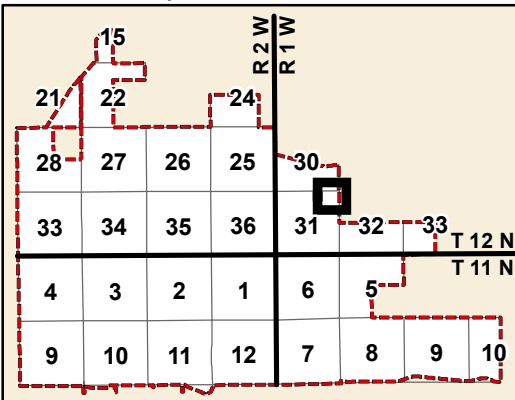
1 inch = 300 feet
















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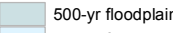
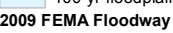
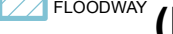



Locator Map

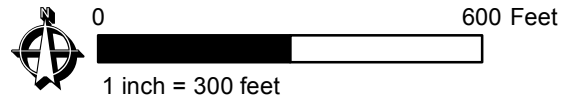


- Drainage Legend**
-  Curb Inlets
  -  Inlets
  -  Junction Box
  -  Culverts
  -  Flumes
  -  Developed Channels
  -  Trickle Channels
  -  Undeveloped Channels
  -  Storm Lines
  -  Creeks
- ELEVATION**
-  1166-1204 ft
  -  1204-1228 ft
  -  1228-1250 ft
  -  1250-1278 ft
  -  1278-1324 ft

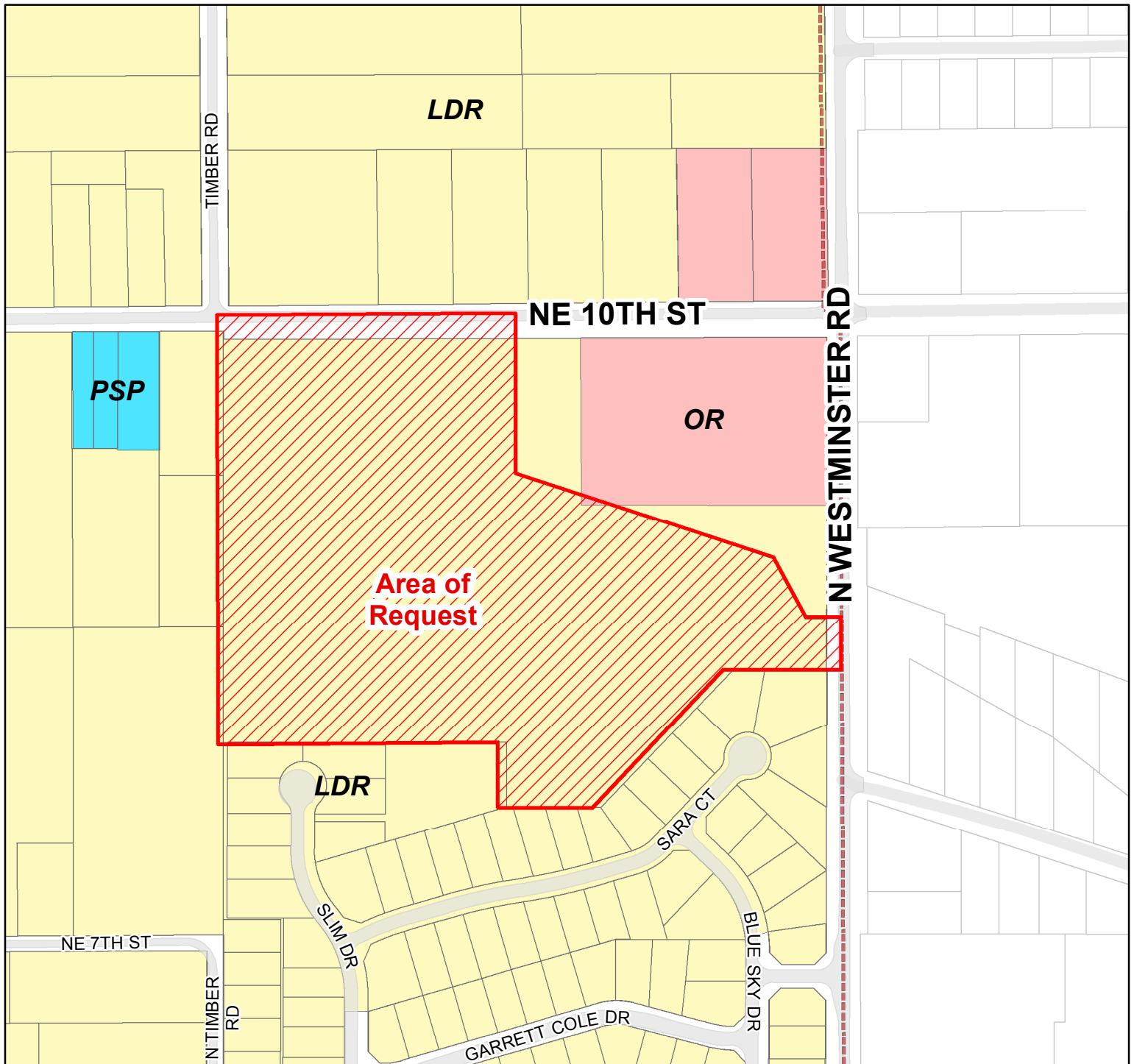
2009 FEMA Floodplains

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

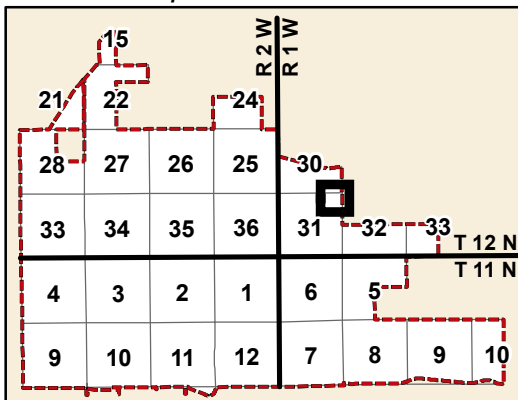
## DRAINAGE LOCATION MAP FOR PC-1858 (NE/4, Sec. 31, T12N, R1W)













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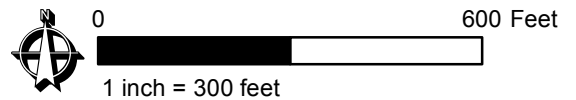
Locator Map



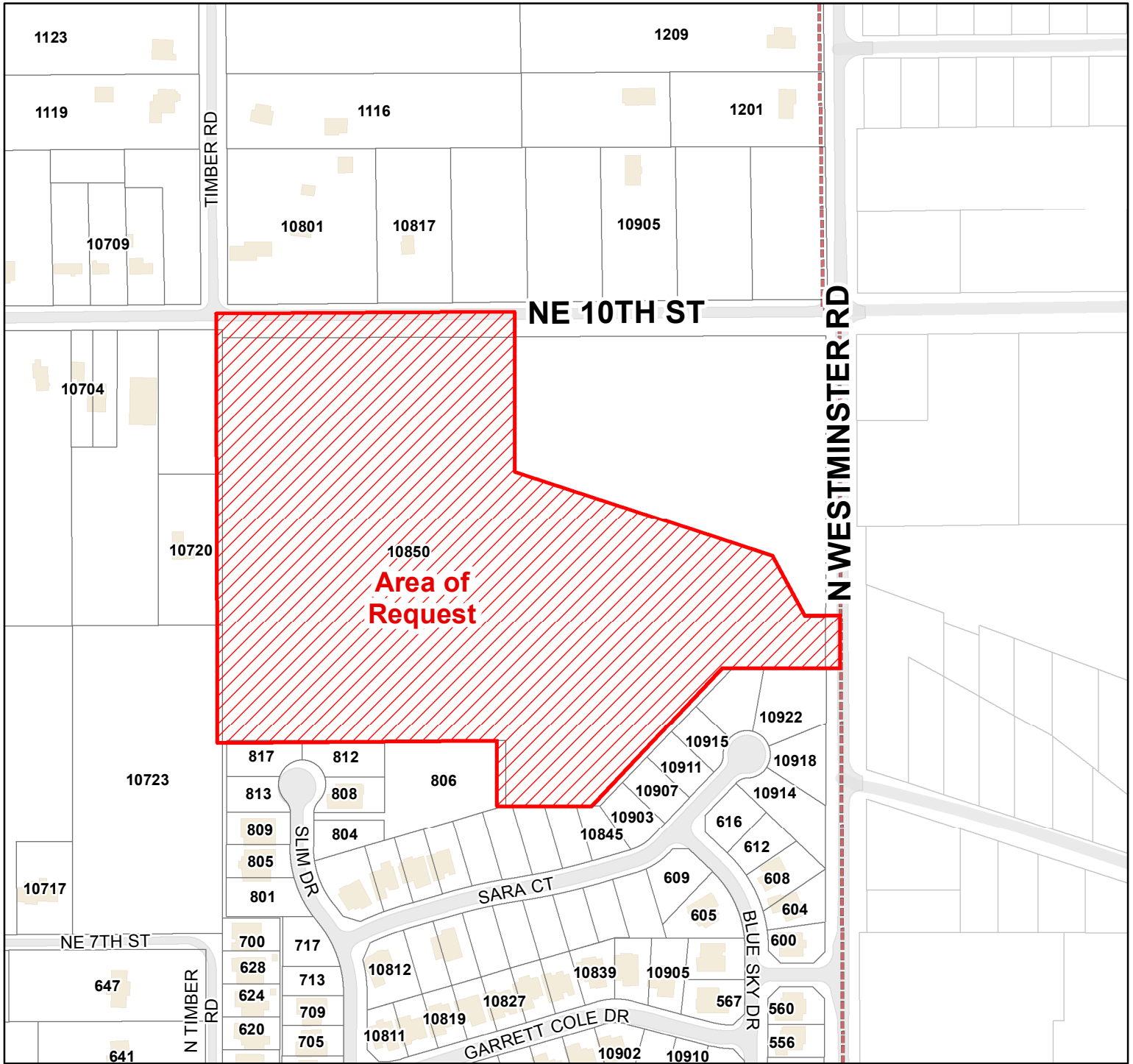
Future Land Use Legend

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

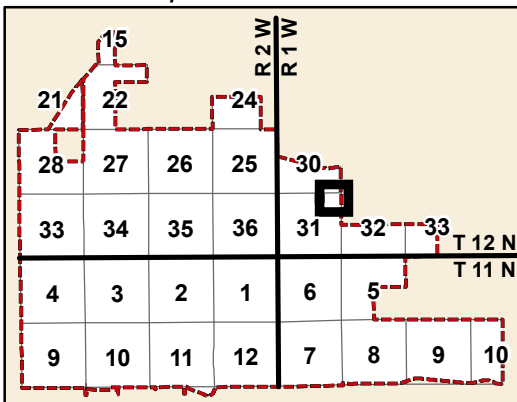
**FUTURE LAND USE  
MAP FOR  
PC-1858  
(NE/4, Sec. 31, T12N, R1W)**








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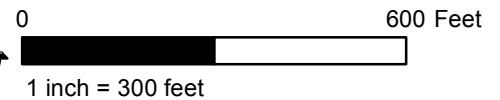
Locator Map



**General Map Legend**

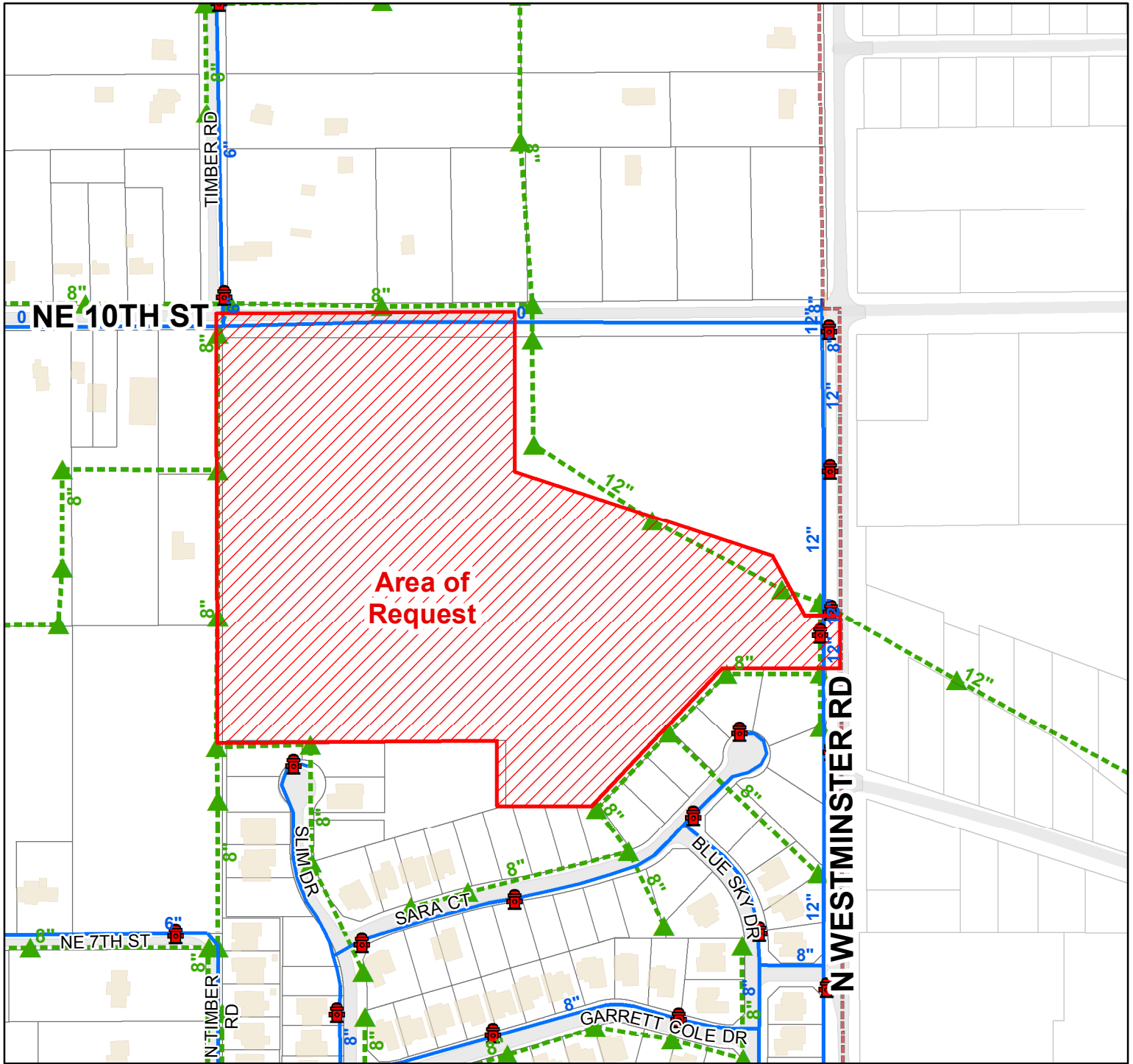
-  Area of Request
-  MWC City Limits
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement

**GENERAL MAP FOR  
PC-1858  
(NE/4, Sec. 31, T12N, R1W)**

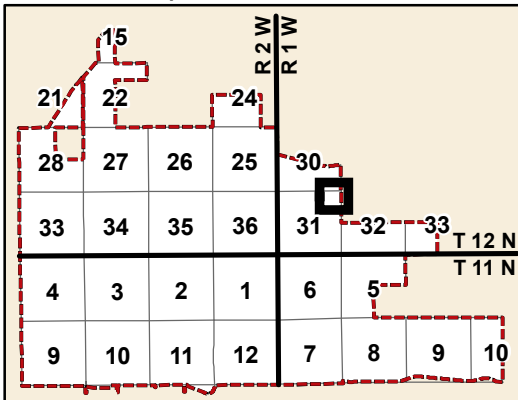


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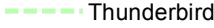







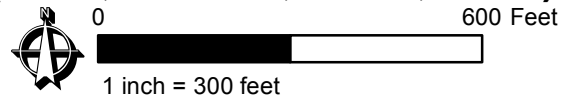
Locator Map



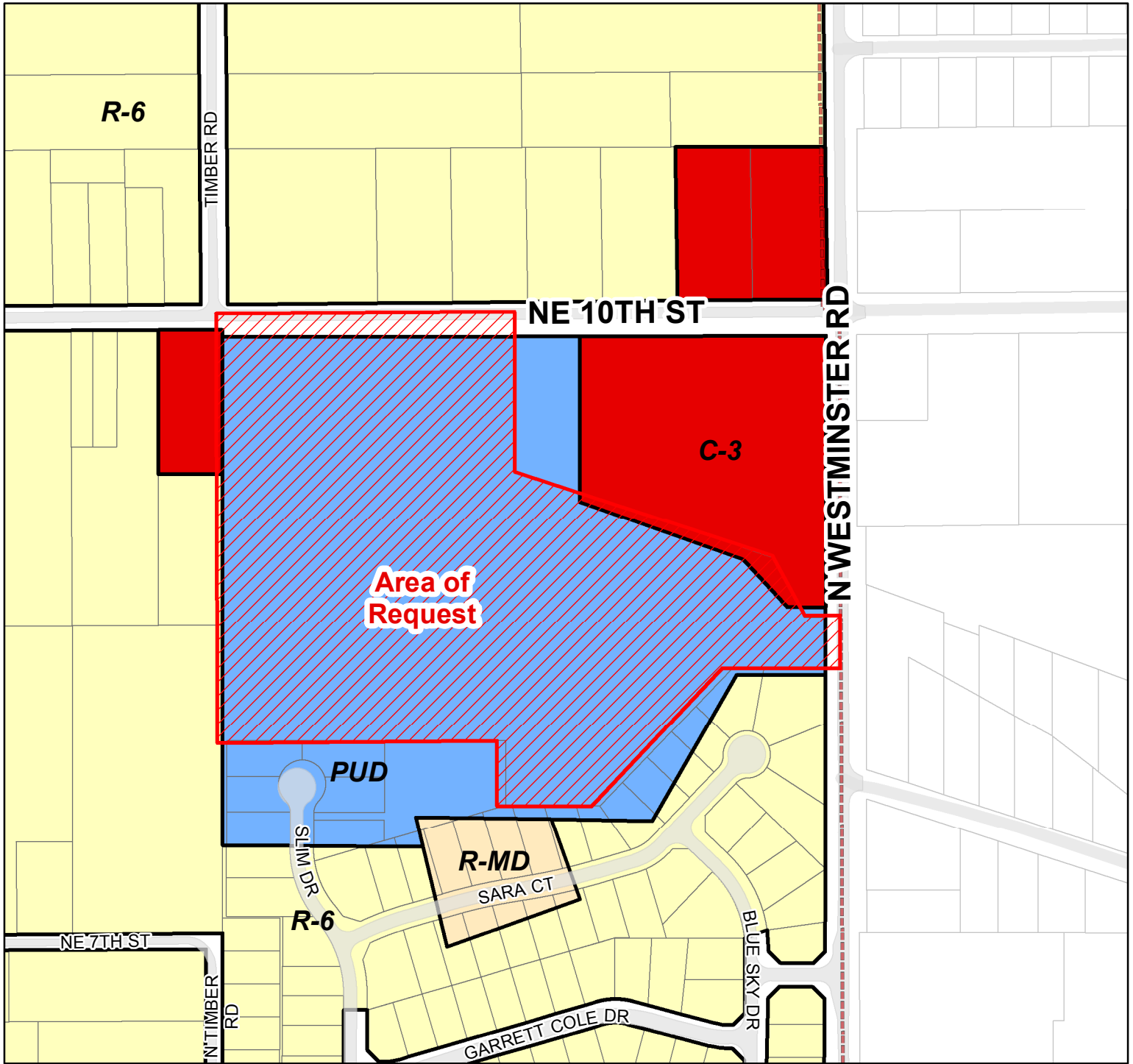
**Water/Sewer Legend**

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

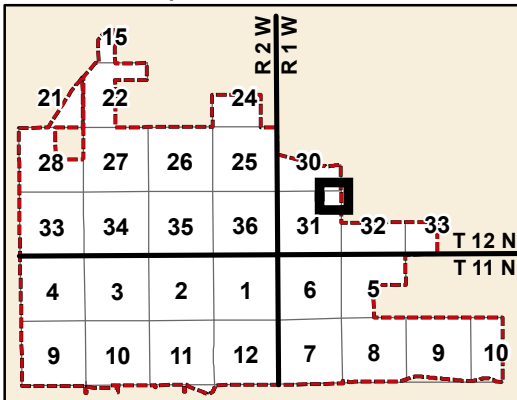
**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-1858  
(NE/4, Sec. 31, T12N, R1W)**



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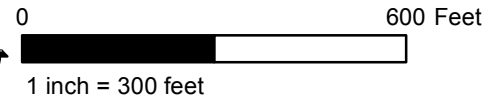
Locator Map



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-1858 (NE/4, Sec. 31, T12N, R1W)



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

Billy Harless, Community Development Director

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

**To:** Honorable Mayor and City Council

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

**Date:** January 26, 2016

**Subject:** (PC-1860) Discussion and consideration of approving and passing an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, by amending Section 5.2.3, Fencing and Screening; and providing for repealer and severability. (This item was on the January 12, 2016 Council agenda under Further Information.)

**Dates of Hearing:** Planning Commission – December 1, 2015  
Planning Commission – January 5, 2016  
Further Information – December 8, 2015  
Further Information – January 12, 2016  
City Council Discussion – January 26, 2016

This ordinance is intended to clarify the requirements for screening fences in residential areas, specifically fences located beyond the front and side building lines as well as appropriate fence material. This ordinance also adds requirements for fence material in commercial and industrial zoning districts.

This proposed ordinance has been updated based on input from the Planning Commissioners and City Councilmembers during their regularly scheduled December 2015 meetings.

This item was listed as Further Information on the December 8, 2015 and January 12, 2016 Council agendas.

Staff recommends approval.

---

Billy Harless, AICP  
Community Development Director

KG

**AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE, BY AMENDING SECTION 5.2.3, FENCING AND SCREENING; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

ORDINANCE

**SECTION 1.** That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.2.3, ~~Residential~~ Fencing and Screening, to read as follows:

5.2.3. Fencing and Screening.

Residential fences and walls may be erected in residential districts under the following provisions and regulations. A permit must first be obtained from the city before any residential fence is constructed.

(A) Fencing and screening requirements for medium and high density residential districts with multifamily uses. Only properties zoned 2.9 R-MD, Medium Density Residential District and 2.10 R-HD, High Density Residential District are permitted to have fences and walls beyond or in front of the front building line. The properties must be developed with 4.2.4., Multifamily Residential. A fence may then be constructed to the front property line.

(1) All fencing extending beyond or in front of a front building line or extending to a side building line abutting a dedicated public street shall be wrought iron or wrought iron-like to allow visibility into the complex by a person standing on ground level or sitting in a vehicle.

a. Wrought iron or wrought iron-like fences shall be constructed so as to eliminate the possibility of a child becoming trapped between the wrought iron rails and shall not have any sharp points on top of or on any other portion of the fences that may cause bodily harm.

b. Wrought iron or wrought iron-like fences may be installed with or without masonry pillars.

c. If security gates are installed, provisions shall be made for emergency vehicle access such as: (1) security gate guard manning the gate whenever the gate is closed or (2) an emergency system designed to allow entrance by emergency vehicles. Security gates must be approved by the city prior to installation. Provision shall be made for sanitation pick-up and water meter reading by the city if gates are to be installed that would not be manned by a twenty-four-hour security gate guard.

d. If a gate is installed, the gate shall be located a distance of no less than fifty (50) feet from the back of the curb of the public street to the front of the gate so as to allow a minimum of three (3) automobiles to be located completely off the public street.

(B) Fencing and screening requirements for two-Family and single-family residential districts.

(1) Fencing and screening Fencing and screening, including hedges, are prohibited from extending into the street right-of-way.

(2) Fences extending past front or side building lines including ornamental fences. Except as authorized in 5.2.3.(A), Fencing and screening requirements for medium and high density residential districts with multifamily uses, properties are permitted to have ornamental fences up to four (4) feet in height located, placed, or erected to the front and side property lines of the residence. Such fences shall meet the following provisions and regulations:

(a) Maximum of four (4) feet in height as measured from the ground level;

(b) A minimum of fifty (50) percent of the total fence area must be open to allow visibility into the front or side yard (i.e. chain-link or picket fence);

- (c) Any fence in front of the front or side building line in excess of four (4) feet must be approved, prior to its installation, by the Board of Adjustment pursuant to 7.8.2.(G), Provide for fencing in front of front and side setback building lines.
- (3) ~~Fence material. No fence shall be constructed of metal, plastic or plywood sheets.~~ Fencing material must be kept in an attractive state, in good repair, and in safe and sanitary condition at all times by the property owner. ~~Stockade (i.e. wood) posts are prohibited.~~
- (a) Approved fence materials in two-family and single-family districts include wood, vinyl, wrought iron, brick/stone and chain-link.
- (b) Prohibited fence materials in two-family and single-family districts include sheet metal, plastic or plywood. Stockade (i.e. wood) posts are prohibited. Only the caps of posts or poles may extend past the top of the fence line.
- (4) Rear yard height limitation. In rear yards the height limitation shall be eight (8) feet from ground level.
- (5) Sight triangle. No fence, wall, or hedge or any portion thereof shall be located in the sight triangle in accordance with 5.6.3., Sight Lines at Intersections.
- (6) Surface drainage. No fence or wall shall be constructed in such a manner as to impede the normal flow of surface drainage.
- (7) Safety. On lots smaller than one (1) acre, no electrified fence or wall or any fence containing barbed wire or other substances reasonably capable of causing bodily harm shall be permitted.
- (8) Permit fee. Refer to the adopted Zoning Ordinance Fee Schedule for fees.
- (9) Construction prior to occupancy. Where a fence is constructed on a property within any zoning district prior to occupancy, no use or conversion of use shall be made of the property until the owner or occupant has met the requirements of this Code.

(C) Fencing and screening requirements for all Commercial and Industrial districts.

- (1) Fencing and screening are prohibited from extending into the street right-of-way.
- (2) Surface drainage. No fence or wall shall be constructed in such a manner as to impede the normal flow of surface drainage.
- (3) Fence material. Fencing material must be kept in an attractive state, in good repair, and in safe and sanitary condition at all times by the property owner. (a) Approved fencing and screening materials for the O-1, O-2, C-1, C-2 and C-3 zoning districts include: wood, wrought iron, vinyl and brick/stone.
- (b) Prohibited fencing and screening materials for the O-1, O-2, C-1, C-2 and C-3 zoning districts include: sheet metal, plastic or plywood sheets. Stockade (i.e. wood) posts are prohibited. Only the caps of posts or poles may extend past the top of the fence line.
- (c) Approved fencing and screening materials for the C-4, I-1, I-2 and I-3 zoning districts include wood, wrought iron, vinyl, brick/stone and ribbed steel panel fencing that meets the following standards:
- (1) Ribbed sheet panels shall have the following dimensions: Rib depth of one to one and one-half inches by a width of two and one-half to three and one-half inches with six to 12 inches between rib centers.
- (2) Ribbed steel panels must be properly primed and coated with a factory thermal set silicone polyester base finish.
- (3) The tops of ribbed steel panels must be capped and level following the the lay of the land.
- (4) Poles must not extend past the top of the ribbed sheet panels.
- (4) The requirements for ribbed steel panel fencing must be presented with a fence permit application.
- (4) Permit Fee. The fee for a fence permit in all office, commercial and industrial zoning districts shall be \$35.00.
- (5) Construction prior to occupancy. Where a fence is constructed on a property within any zoning district prior to occupancy, no use or conversion of use shall be made of the property until the owner or occupant has met the requirements of this Code.
- (6) Sight triangle. No fence, wall or hedge or any portion thereof shall be located in the sight triangle in accordance with 5.6.3., Sight Lines at Intersections.

(7) Rear yard height limitation. In rear yards the height limitation shall be eight (8) feet from ground level.

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

**SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
JAY DEE COLLINS., Mayor

ATTEST:

\_\_\_\_\_  
RHONDA ATKINS, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
KATHERINE BOLLES, City Attorney

**AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE, BY AMENDING SECTION 5.2.3, FENCING AND SCREENING; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

ORDINANCE

**SECTION 1.** That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.2.3, Fencing and Screening, to read as follows:

5.2.3. Fencing and Screening.

Residential fences and walls may be erected in residential districts under the following provisions and regulations. A permit must first be obtained from the city before any residential fence is constructed.

(A) Fencing and screening requirements for medium and high density residential districts with multifamily uses. Only properties zoned 2.9 R-MD, Medium Density Residential District and 2.10 R-HD, High Density Residential District are permitted to have fences and walls beyond or in front of the front building line. The properties must be developed with 4.2.4., Multifamily Residential. A fence may then be constructed to the front property line.

(1) All fencing extending beyond or in front of a front building line or extending to a side building line abutting a dedicated public street shall be wrought iron or wrought iron-like to allow visibility into the complex by a person standing on ground level or sitting in a vehicle.

a. Wrought iron or wrought iron-like fences shall be constructed so as to eliminate the possibility of a child becoming trapped between the wrought iron rails and shall not have any sharp points on top of or on any other portion of the fences that may cause bodily harm.

b. Wrought iron or wrought iron-like fences may be installed with or without masonry pillars.

c. If security gates are installed, provisions shall be made for emergency vehicle access such as: (1) security gate guard manning the gate whenever the gate is closed or (2) an emergency system designed to allow entrance by emergency vehicles. Security gates must be approved by the city prior to installation. Provision shall be made for sanitation pick-up and water meter reading by the city if gates are to be installed that would not be manned by a twenty-four-hour security gate guard.

d. If a gate is installed, the gate shall be located a distance of no less than fifty (50) feet from the back of the curb of the public street to the front of the gate so as to allow a minimum of three (3) automobiles to be located completely off the public street.

(B) Fencing and screening requirements for two-Family and single-family residential districts.

(1) Fencing and screening Fencing and screening, including hedges, are prohibited from extending into the street right-of-way.

(2) Fences extending past front or side building lines including ornamental fences. Except as authorized in 5.2.3.(A), Fencing and screening requirements for medium and high density residential districts with multifamily uses, properties are permitted to have ornamental fences up to four (4) feet in height located, placed, or erected to the front and side property lines of the residence. Such fences shall meet the following provisions and regulations:

(a) Maximum of four (4) feet in height as measured from the ground level;

(b) A minimum of fifty (50) percent of the total fence area must be open to allow visibility into the front or side yard (i.e. chain-link or picket fence);



- (c) Any fence in front of the front or side building line in excess of four (4) feet must be approved, prior to its installation, by the Board of Adjustment pursuant to 7.8.2.(G), Provide for fencing in front of front and side setback building lines.
- (3) Fence material. Fencing material must be kept in an attractive state, in good repair, and in safe and sanitary condition at all times by the property owner.
    - (a) Approved fence materials in two-family and single-family districts include wood, vinyl, wrought iron, brick/stone and chain-link.
    - (b) Prohibited fence materials in two-family and single-family districts include sheet metal, plastic or plywood. Stockade (i.e. wood) posts are prohibited. Only the caps of posts or poles may extend past the top of the fence line.
  - (4) Rear yard height limitation. In rear yards the height limitation shall be eight (8) feet from ground level.
  - (5) Sight triangle. No fence, wall, or hedge or any portion thereof shall be located in the sight triangle in accordance with 5.6.3., Sight Lines at Intersections.
  - (6) Surface drainage. No fence or wall shall be constructed in such a manner as to impede the normal flow of surface drainage.
  - (7) Safety. On lots smaller than one (1) acre, no electrified fence or wall or any fence containing barbed wire or other substances reasonably capable of causing bodily harm shall be permitted.
  - (8) Permit fee. Refer to the adopted Zoning Ordinance Fee Schedule for fees.
  - (9) Construction prior to occupancy. Where a fence is constructed on a property within any zoning district prior to occupancy, no use or conversion of use shall be made of the property until the owner or occupant has met the requirements of this Code.
- (C) Fencing and screening requirements for all Commercial and Industrial districts.
- (1) Fencing and screening are prohibited from extending into the street right-of-way.
  - (2) Surface drainage. No fence or wall shall be constructed in such a manner as to impede the normal flow of surface drainage.
  - (3) Fence material. Fencing material must be kept in an attractive state, in good repair, and in safe and sanitary condition at all times by the property owner.
    - (a) Approved fencing and screening materials for the O-1, O-2, C-1, C-2 and C-3 zoning districts include: wood, wrought iron, vinyl and brick/stone.
    - (b) Prohibited fencing and screening materials for the O-1, O-2, C-1, C-2 and C-3 zoning districts include: sheet metal, plastic or plywood sheets. Stockade (i.e. wood) posts are prohibited. Only the caps of posts or poles may extend past the top of the fence line.
    - (c) Approved fencing and screening materials for the C-4, I-1, I-2 and I-3 zoning districts include wood, wrought iron, vinyl, brick/stone and ribbed steel panel fencing that meets the following standards:
      - (1) Ribbed sheet panels shall have the following dimensions: Rib depth of one to one and one-half inches by a width of two and one-half to three and one-half inches with six to 12 inches between rib centers.
      - (2) Ribbed steel panels must be properly primed and coated with a factory thermal set silicone polyester base finish.
      - (3) The tops of ribbed steel panels must be capped and level following the the lay of the land.
      - (4) Poles must not extend past the top of the ribbed sheet panels.
      - (4) The requirements for ribbed steel panel fencing must be presented with a fence permit application.
  - (4) Permit Fee. The fee for a fence permit in all office, commercial and industrial zoning districts shall be \$35.00.
  - (5) Construction prior to occupancy. Where a fence is constructed on a property within any zoning district prior to occupancy, no use or conversion of use shall be made of the property until the owner or occupant has met the requirements of this Code.
  - (6) Sight triangle. No fence, wall or hedge or any portion thereof shall be located in the sight triangle in accordance with 5.6.3., Sight Lines at Intersections.
  - (7) Rear yard height limitation. In rear yards the height limitation shall be eight (8) feet from ground level.

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

**SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
JAY DEE COLLINS., Mayor

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
KATHERINE BOLLES, City Attorney



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

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

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To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: January 12, 2016

Subject: Discussion and consideration of approving and passing an ordinance amending the Midwest City Code, Chapter 9, Buildings and Building Regulations, by amending Article IV, Electricity, Section 9-93, Fees, Section 9-99, Inspections, Section 9-122, Licensing Fees and Requirements; Article V, Mechanical Systems, Section 9-206, Permit Fees, Section 9-211, Inspections Approval, Section 9-226, Registration Fees; Article VI, Plumbing, Section 9-308, Applications for Permit, Section 9-314, Reinspection, Section 9-342, Registration Issuance; Fees, Section 9-343, Registration Terms; Renewal; Delinquency Penalty; and providing for repealer and severability.

Staff has reviewed permitting, inspection and licensing fees for several communities in the OKC metro area. The attached ordinances reflect recommended amendments to our current fees to bring them in line with the metro area.

Staff recommends approval of the following attached revisions.

Billy Harless, AICP  
Director

Attachments

**AN ORDINANCE AMENDING CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE IV, ELECTRICITY, SECTION 9-93, FEES, SECTION 9-99 INSPECTIONS, SECTION 9-122 LICENSING FEES AND REQUIREMENTS, ARTICLE V, MECHANICAL SYSTEMS, SECTION 9-206 PERMIT FEES, SECTION 9-211 INSPECTIONS APPROVAL, SECTION 9-226 REGISTRATION FEES, ARTICLE VI, PLUMBING, SECTION 9-308 APPLICATIONS FOR PERMIT, SECTION 9-314 REINSPECTION, SECTION 9-342 REGISTRATION ISSUANCE; FEES, SECTION 9-343 REGISTRATION TERMS; RENEWAL; DELINQUENCY PENALTY; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

ORDINANCE

**SECTION 1.** That Chapter 9, Buildings and Building Regulations, Article IV, Electricity, of the Midwest City Code, is hereby amended by amending Section 9-93. – Fees as follows:

The fee for each electrical permit shall be ~~fifty (50) percent of the building permit fee \$35.00~~ or \$0.04 per square foot, whichever is greater. When there is no current building permit issued, the electrical permit fee shall be:

~~For issuing each permit of ten (10) openings or less .....\$15.00~~

~~For issuing each supplemental permit .....4.50~~

~~For re-inspection .....10.00~~ Re-inspection fee.....\$50.00

Each subsequent re-inspection.....\$100.00

SYSTEM FEE SCHEDULE

The following fees do not include the permit issuance fee but shall be based on all wiring and electrical equipment in or on each structure or other electrical equipment on the same premises constructed at the same time.

~~New residential structures:~~

~~For residential occupancies and alterations, additions and modifications to existing residential structures, the fees shall be determined under the unit fee schedule below.~~

Private swimming pools:

For new private, residential, in-ground swimming pools for single-family and multi-family occupancies including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool.

Total .....~~\$30.00~~ \$50.00

~~For other types of swimming pools, therapeutic whirlpools, spas and alterations to existing swimming pools, the fees shall be determined under the unit fee schedule below.~~

Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions:

For each electric generator and electrically driven ride .....~~\$15.00~~ \$100.00

For each mechanically driven ride and walk through attraction or display having electric lighting .....4.50

For each system of area and booth lighting .....4.50

For permanently installed rides, booths, displays and attractions, the fees shall be determined under the unit fee schedule below.

Temporary power service:

For each temporary service power pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances .....~~\$20.00~~ \$35.00

For each temporary distribution system and temporary lighting and receptacle outlets for construction sites, Christmas tree sales lots, firework stands, etc. ....~~15.00~~ 35.00

## UNIT FEE SCHEDULE

~~The following do not include the permit issuance fee.~~

~~Receptacle, switch and lighting outlets:~~

~~For receptacle, switch, lighting or other outlets at which current is used or controlled, except services, feeders and meters:~~

~~First 20, each .....\$0.75~~

~~Additional outlets, each .....\$0.45~~

~~For multi-outlet assemblies, each five (5) feet or fraction thereof shall be considered as one (1) outlet.~~

~~Lighting fixtures:~~

~~For lighting fixtures, sockets or other lamp holding devices:~~

~~First 20, each .....\$0.75~~

~~Additional fixtures, each .....0.45~~

~~\$10.00 each~~

~~For pole or platform-mounted lighting fixtures, each .....~~0.75~~ 10.00~~

~~For theatrical-type lighting fixtures or assemblies, each .....~~0.75~~ 10.00~~

~~Residential appliances:~~

~~Each special circuit 220 volt, 50 amp and above .....3.00~~

~~For other types of air conditioners and other motor-driven appliances having larger electrical ratings, the fees shall be the same as the fees for power apparatus below.~~

~~Nonresidential appliances:~~

~~Each factory-wired, nonresidential appliance not exceeding 5KW or kilovolt-ampere (KVA) in rating, including medical and dental devices; laundry machine; or other similar types of equipment .....\$3.00~~

~~For other types of air conditioners and other motor-driven appliances having larger electrical ratings, the fees shall be the same as the fees for power apparatus below.~~

~~Power apparatus:~~

~~For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, the fees shall be as follows:~~

Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (KVA) or kilovolt-amperes reactive (KVAR):

Up to and including 5, each .....~~\$ 3.00~~ 35.00

Over 5 and not over 10, each .....~~7.50~~ 35.00

Over 10 and not over 50, each .....~~15.00~~ 50.00

Over 50 and not over 100, each .....~~30.00~~ 75.00

Over 100, each .....~~45.00~~ 100.00

1. For equipment or appliances having more than one (1) motor, transformer, heater, etc., the sum of the combined ratings shall be used.
2. These fees include all switches, circuit breakers, conductors, thermostats, relays and other directly related control equipment.

Busways:

For trolley and plug-in-type busways, first 200 feet minimum fee in the amount of ~~\$50.00~~\$100.00; each additional 100 feet or fraction thereof (per 100 feet) .....\$4.50

Signs, outline lighting and marquees:

For each sign, outline lighting system or marquee supplied from one branch circuit .....~~\$15.00~~ 35.00

Services:

For each service of 600 volts or less and not over 200 amperes in rating .....~~50.00~~\$75.00

For each service of 600 volts or less and over 400 amperes to 1000 amperes in rating .....~~50.00~~\$100.00

For each service over 600 volts or over 1000 amperes in rating .....~~100.00~~\$200.00

Elevators .....~~10.00~~ 75.00

Other inspections and fees:

~~Inspections outside of normal business hours per hour or fraction thereof .....30.00~~

After hours inspections.....\$200.00.....\$75.00 per hour thereafter

**SECTION 2.** That Chapter 9, Buildings and Building Regulations, Article IV, Electricity, of the Midwest City Code, is hereby amended by amending Section 9-99. – Inspections as follows:

- (a) All electrical systems and equipment for which a permit is required by this code shall be subject to inspection by the city. The electrical system shall remain accessible and exposed for inspection purposes until approved by the city.

It shall be the duty of the permit holder to cause the electrical system to remain accessible and exposed for inspection purposes. Neither the city nor any of its employees shall be liable for the expense entailed in the removal or replacement of any material required to allow inspection. When the installation of an electrical system and equipment is complete, an additional and final inspection shall be made. Electrical systems and equipment regulated by this code shall not be connected to the energy source until authorized by the city.

Any approval by the city or any of its employees shall not be construed to be an approval of any violation of the provisions of this code or any other laws. Inspections presuming to give authority to violate or cancel provisions of this code or of other ordinances of the city shall not be valid.

- (b) It shall be the duty of the electrical contractor doing the work authorized by a permit to notify the city that such work is ready for inspection. The city may require that every request for inspection be transmitted to the city at least one (1) working day before such inspection

is desired. Such request may be verbal or by any electronic means. It shall be the duty of the electrical contractor requesting the inspection required by this code to provide access to and means for inspection of the work.

- (c) The requirements of this section shall not be construed to prohibit the operation of any electrical system or equipment installed to replace existing equipment.
- (d) In addition to the inspections required by this code, the city may make or require other inspections of any work to ascertain compliance with the provisions of this code and other building codes that are enforced by the city.
- (e) ~~A reinspection fee shall be assessed for each inspection or reinspection when such portion of work for which inspection is requested is not complete or when corrections called for are not made by contractors and/or homeowners. Reinspection fees shall be required for all second and subsequent reinspections and may be deducted from prepaid accounts. A re-inspection fee of \$50.00 shall be assessed for each inspection when such portion of work for which inspection is requested is not complete or when corrections called for are not made by contractors and/or homeowners. All subsequent reinspections shall be assessed a fee of \$100.00~~
- (f) When any portion or all of the wiring in or on any structure or premises is ordered changed for any reason, the electrical inspector shall leave attached to the main switch or service equipment a tag or label showing the date of the order, a memorandum of the correction to be made and the signature of the authority making the order.
- (g) Except as otherwise provided, inspections shall be requested only by the electrical contractor or by his authorized representatives. Each electrical contractor shall notify the city of each representative authorized to act on behalf of that electrical contractor.
- (h) After inspecting any electric wiring, the electrical inspector shall leave notice in the form of a tag or label attached to the service entrance switch or branch cabinet. The notice shall clearly state whether the wiring is approved or is to be kept open for correction, and no person shall seal or in any manner conceal any electric wiring until such wiring has been approved. If, in any case, the wiring is in such a position as to interfere with the completion of the structure as called for by the plans, the electrical contractor must be notified to correct it. Proper conveniences such as ladders must be provided by the electrical contractor on work to be inspected. In all cases, on completion of the rough-in job, a final rough-in inspection must be requested.
- (i) The rough-in of each job shall include the installation of main and branch cabinets and the installation of all boxes and transformers. All rough-in wiring shall be made up, with approved wire connectors and wiring completed. From each active outlet box, one (1) pair of wires not less than eight (8) inches long shall be left for the fixture connection.
- (j) Temporary electric service inspections shall be permitted for any and all new installation for the purpose of construction and safety to personnel and equipment, and to prevent water lines from freezing in cold weather. Outlets will be limited to two (2) 110V and one (1) 220V, and all necessary central heating unit(s).

(Ord. No. 2927, § 1, 8-10-04; Ord. No. 2994, § 3, 10-10-06)

**SECTION 3.** That Chapter 9, Buildings and Building Regulations, Article IV, Electricity, of the Midwest City Code, is hereby amended by amending Section 9-122. - Licensing fees and requirements as follows:

- (a) There is hereby levied licensing fees for the electrical trade as follows:

	Registration First Year	Registration Renewal
Unlimited Electrical Contractor	\$300.00	\$100.00



Unlimited Journeyman	30.00	20.00
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- (b) It shall be unlawful for any person to engage in the trade or otherwise act as an unlimited electrical contractor, unlimited journeyman electrician or apprentice within the city without first having been qualified and licensed as such by the State of Oklahoma. It shall also be unlawful for any person to engage in the electrical trade or otherwise act as any type of electrical contractor or journeyman within the city without first having been licensed by the city. The city shall issue an unlimited journeyman or unlimited contractor license to any person, upon proper application, and payment of fees, who presents a valid unlimited electrician license and proper identification at the time of application for the same license period issued by the State of Oklahoma.
- (c) All city electrical trade licenses shall be for one (1) year but all such city licenses shall expire on the thirtieth day of June after they are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July each year, to be in effect from July 1 through June 30 of the following year. ~~There will be a penalty fee of five dollars (\$5.00) for a registration that is not renewed by the fifteenth day of August. Registrations not renewed by the fifteenth day of August shall be assessed the fee for a new license (\$300.00 for contractors and \$30.00 for journeymen).~~

(Ord. No. 2927, § 1, 8-10-04; Ord. No. 2994, § 7, 10-10-06; Ord. No. 3072, § 2, 11-25-08)

**SECTION 4.** That Chapter 9, Buildings and Building Regulations, Article V, Mechanical Systems, of the Midwest City Code, is hereby amended by amending Section 9-206. - Permit fees as follows:

Before a permit is issued for any refrigeration system or air conditioning or forced air heating system, fees shall be paid to the development services department in accordance with the following schedule:

~~For the issuance of each mechanical permit .....\$ 5.00 \$35.00 or \$0.04 per square foot, whichever is greater~~

~~For the issuance of a supplemental permit (same address and type within 6 months) ..... 2.50~~

IN ADDITION:

1. For the installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 160,000 BTU/H .....\$ ~~9.00~~ 35.00
2. For the installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance, over 160,000 BTU/H ..... ~~11.00~~ 40.00
3. For the installation of self-contained packaged units
  - 0—5 tons .....~~15.00~~ 25.00
  - 6—15 tons .....~~20.00~~ 50.00
  - 16+ tons .....~~25.00~~ 75.00
4. ~~For the installation or relocation of each vent .....9.00~~
5. For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater .....~~9.00~~ 35.00
6. ~~For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit .....4.50~~
7. For replacement of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls, regulated by this code .....~~9.00~~ 35.00

8. For the installation or relocation of each boiler or condensing unit to and including five horsepower, or each absorption system to and including 100,000 BTU/H .....~~9.00~~50.00
9. For the installation or relocation of each boiler or condensing unit over six horsepower and up to and including 15 horsepower, or each absorption system over 100,000 BTU/H and up to and including 500,000 BTU/H .....~~16.50~~75.00
10. For the installation or relocation of each boiler or condensing unit over 15 horsepower and up to and including 30 horsepower, or each absorption system over 500,000 BTU/H and up to and including 1,000,000 BTU/H .....~~22.50~~100.00
11. For the installation or relocation of each boiler or condensing unit over 30 horsepower up to and including 50 horsepower, or for each absorption system over 1,000,000 BTU/H to and including 1,750,000 BTU/H .....~~33.50~~125.00
12. For the installation or relocation of each boiler or refrigeration compressor over 50 horsepower, or each absorption system over 1,750,000 BTU/H .....~~56.00~~150.00
13. For each air-handling unit up to and including 2000 cubic feet per minute, including ducts attached thereto .....~~6.50~~75.00

NOTE: This fee shall not apply to an air handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere

14. For each air-handling unit over 2000 cfm .....~~11.00~~50.00
15. For each evaporative cooler other than portable type .....~~6.50~~35.00
16. For each ventilation fan connected to a single duct .....~~4.50~~35.00
17. For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit .....~~6.50~~35.00
18. For the installation of each commercial kitchen hood which is served by mechanical exhaust, including the ducts for such hood .....~~6.50~~75.00
19. For the installation or relocation of each domestic type incinerator .....~~11.00~~50.00
20. For the installation or relocation of each commercial or industrial type incinerator .....~~45.00~~75.00
21. For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code .....~~6.50~~35.00
22. For each gas piping system of ~~one (1) to four (4) outlets~~ .....~~3.00~~35.00  
Outlets for each gas piping system each...5.00~~For each gas piping system of five (5) or more outlets, per outlet .....1.00~~

23. Duct installation only.....\$ 35.00 or .04 sq. ft. whichever is greater.

**OTHER INSPECTIONS AND FEES:**

1. Inspection outside of normal business hours (minimum charge—two (2) hours), per hour .....\$ ~~30.00~~\$200.00
2. ~~Inspections for which no fee is specifically indicated (minimum charge—one half (½) hour), per hour .....30.00~~\$75.00 per hour thereafter
3. Additional plan review required by changes, additions or revisions to approved plans (minimum charge—one-half (½) hour), per hour .....30.00
4. Each reinspection trip to an address .....10.00

(Ord. No. 2642, § 8, 5-28-96)

**SECTION 5.** That Chapter 9, Buildings and Building Regulations, Article V, Mechanical Systems, of the Midwest City Code, is hereby amended by amending Section 9-211. – Inspections;approval as follows:

- (a) When an original rough-in installation of an air conditioning or heating or refrigeration system is completed on any premises, the permit-holding contractor shall notify the

inspector that the work is ready for inspection. When an air conditioning or refrigeration or forced air heating system alteration for which a permit is required under the terms of this article is completed on any premises, the permit-holding contractor shall notify the inspector that the work is ready for inspection. Either in the case of an original installation or in case of an alteration, the permit-holding contractor shall be permitted to immediately place the system in operation, unless a pressure test is required under the terms of this article or other ordinances.

- (b) The inspector shall make an inspection of the alteration or installation within twenty four (24) hours from the time of notification. If the installation or alteration to the air conditioning or refrigeration or forced air heating system has been done in accordance with the terms and provisions of this article and amendments thereto, the inspector shall post an inspection chart at or near the same, noting thereon the date and approval of the work, together with his signature. If the installation or alteration of the system is found to be faulty, incorrect or defectively installed, the inspector shall notify the permit-holding contractor who installed the work, advising him of the changes necessary to be made in order that the same may conform to this article.

(c) The fees required for the making of the required inspection by the development services department unless the inspector is required to make another or an additional inspection of the installation necessitating another trip in which event the applicant shall be assessed A \$50.00 reinspection fee. All subsequent reinspections shall be assessed a \$100.00 fee.

**SECTION 6.** That Chapter 9, Buildings and Building Regulations, Article V, Mechanical Systems, of the Midwest City Code, is hereby amended by amending Section 9-226. – Registration fees as follows:

There is hereby levied a schedule of registration fees for the mechanical trade to be as follows:

	Registration First Year	Registration Renewal
Unlimited Mechanical Contractor	<del>\$150.00</del> <u>\$170.00</u>	\$75.00
Limited Mechanical Contractor	<del>130.00</del> <u>\$150.00</u>	65.00
Mechanical Journeyman	10.00	5.00

A registration may be applied for and secured at any time during the year, but in no event shall the fee for such registration be less than for a full year. All registrations, including building maintenance engineer's licenses, shall be for one (1) year and shall expire on the thirtieth day of June after the same are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July of each year to be in effect for the ensuing registration year. Registrations not renewed by the fifteenth day of August shall be assessed the fee for a new license). The registration year shall coincide with the state license period which is July 1st to June 30.

(Ord. No. 2642, § 8, 5-28-96; Ord. No. 2654, § 2, 9-10-96)

**SECTION 7.** That Chapter 9, Buildings and Building Regulations, Article VI, Plumbing, of the Midwest City Code, is hereby amended by amending Section 9-308. – Permit fees as follows:

Before a permit is issued for any plumbing system or work, fees shall be paid to the development services department in accordance with the following schedule;

For the issuance of each plumbing permit .....\$ ~~5.00~~ \$35.00 or \$0.04 per square foot, whichever is greater

For the issuance of a supplemental permit (same address and type within six (6) months) .....  
~~2.50~~

IN ADDITION:

- (1) ~~For each plumbing fixture or trap or set of fixtures on one trap .....2.00~~  
(including water, drainage piping and backflow protection therefor)
- (2) For each building sewer and each trailer park sewer .....~~5.00~~ \$35.00
- (3) Rainwater systems—per drain .....~~2.00~~ 10.00  
(inside building)
- (4) For each cesspool .....~~5.00~~ 100.00
- (5) For each private sewage disposal system .....~~10.00~~ 100.00
- (6) For each water heater and/or vent (includes gas) .....~~5.00~~ \$35.00
- (7) For each gas piping system ~~of one (1) to four (4) outlets .....3.00~~ \$35.00
- (8) For each gas piping system ~~of five (5) or more, per outlet .....1.00~~ 5.00
- (9) For each industrial waste pre-treatment interceptor, including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps .....~~2.00~~ \$50.00
  
- (10) For installation, alteration or repair of water piping and/or water treating equipment .....~~2.00~~ \$35.00
- (11) ~~For repair or alteration of drainage or vent piping .....2.00~~
- (12) For each lawn sprinkler system or any one (1) meter, including backflow protection devices therefor .....~~5.00~~ \$35.00
- (13) For vacuum breakers or backflow protective devices on tanks, vats, etc., or for installation on unprotected plumbing fixtures, including necessary water piping—one (1) to four (4) .....~~5.00~~ 10.00 ea
- (14) Five (5) or more, each .....~~1.00~~ 5.00
- (15) Oil/Sand separator.... \$50.00
- (16) Commercial Grease Interceptor.... 50.00

OTHER INSPECTIONS AND FEES:

- (1) Inspections outside of normal business hours per hour .....\$ ~~30.00~~ 200.00  
(minimum charge—two (2) hours)
- (2) ~~Inspections for which no fee is specifically indicated per hour .....30.00~~  
(minimum charge—~~one half (1/2) hour~~) \$75.00 per hour thereafter
- (3) Additional plan review required for changes, additions or revisions to approved plans per hour .....30.00  
(minimum charge—~~one-half (1/2) hour~~)
- (4) Each reinspection trip to an address .....10.00

(Ord. No. 2642, § 9, 5-28-96)

**SECTION 8.** That Chapter 9, Buildings and Building Regulations, Article VI, Plumbing, of the Midwest City Code, is hereby amended by amending Section 9-314. – Reinspection as follows:

The fees for permits set forth in section 9-308 shall be all of the fees required for the making of the required inspection by the development services department unless the inspector is required to make another or an additional inspection of the installation necessitating another trip in which event the applicant shall be assessed ~~fifty (50) percent of the original permit fee or five~~

~~dollars (\$5.00) whichever is greater. Assessment of the reinspection fee shall be determined by the development services department. A \$50.00 reinspection fee. All subsequent reinspections shall be assessed a \$100.00 fee.~~

(Ord. No. 2642, § 9, 5-28-96)

**SECTION 9.** That Chapter 9, Buildings and Building Regulations, Article VI, Plumbing, of the Midwest City Code, is hereby amended by amending Section 9-342. – Registration issuance; fees as follows:

- (a) Application; issuance. The development services department shall, upon proper application and payment of fees, issue a journeyman or contractor registration to any person who has a valid plumbing license for the same license period issued by the State of Oklahoma.
- (b) Registration fees. There is hereby levied a schedule of registration fees for the plumbing trade to be as follows:

	Registration First Year	Registration Renewal
Plumbing Contractor	\$300.00	\$50.00
Journeyman	5.00	5.00
Plumbing Maintenance Engineer	5.00	5.00

A registration may be applied for and secured at any time during the year, but in no event shall the fee for such registration be less than for a full year.

(Ord. No. 2642, § 8, 5-28-96; Ord. No. 2654, § 3, 9-10-96)

**SECTION 10.** That Chapter 9, Buildings and Building Regulations, Article VI, Plumbing, of the Midwest City Code, is hereby amended by amending Section 9-343. - Registration terms; renewal; delinquency penalty as follows:

All registrations, including building maintenance engineer's licenses, shall be for one (1) year and shall expire on the thirtieth day of June after the same are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July of each year to be in effect for the ensuing registration year. Registrations not renewed by the fifteenth day of August shall be assessed the fee for a new license (\$300.00 for contractors and \$5.00 for journeymen). ~~There will be a penalty fee of five dollars (\$5.00) for a registration which is not renewed by the fifteenth day of August.~~ The registration year shall coincide with the state license period which is July 1st to June 30.

(Ord. No. 2642, § 9, 5-28-96)

**AN ORDINANCE AMENDING CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE IV, ELECTRICITY, SECTION 9-93, FEES, SECTION 9-99 INSPECTIONS, SECTION 9-122 LICENSING FEES AND REQUIREMENTS, ARTICLE V, MECHANICAL SYSTEMS, SECTION 9-206 PERMIT FEES, SECTION 9-211 INSPECTIONS APPROVAL, SECTION 9-226 REGISTRATION FEES, ARTICLE VI, PLUMBING, SECTION 9-308 APPLICATIONS FOR PERMIT, SECTION 9-314 REINSPECTION, SECTION 9-342 REGISTRATION ISSUANCE; FEES, SECTION 9-343 REGISTRATION TERMS; RENEWAL; DELINQUENCY PENALTY; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

ORDINANCE

**SECTION 1.** That Chapter 9, Buildings and Building Regulations, Article IV, Electricity, of the Midwest City Code, is hereby amended by amending Section 9-93. – Fees as follows:

The fee for each electrical permit shall be \$35.00 or \$0.04 per square foot, whichever is greater. When there is no current building permit issued, the electrical permit fee shall be:

Re-inspection fee.....\$50.00 Each subsequent re-inspection.....\$100.00

**SYSTEM FEE SCHEDULE**

The following fees do not include the permit issuance fee but shall be based on all wiring and electrical equipment in or on each structure or other electrical equipment on the same premises constructed at the same time.

Private swimming pools:

For new private, residential, in-ground swimming pools for single-family and multi-family occupancies including a complete system of necessary branch circuit wiring, bonding, grounding, underwater lighting, water pumping and other similar electrical equipment directly related to the operation of a swimming pool.

Total ..... \$50.00

Carnivals, circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions:

For each electric generator and electrically driven ride ..... \$100.00

For each mechanically driven ride and walk through attraction or display having electric lighting .....\$4.50

For each system of area and booth lighting .....\$4.50

For permanently installed rides, booths, displays and attractions, the fees shall be determined under the unit fee schedule below.

Temporary power service:

For each temporary service power pole or pedestal including all pole or pedestal-mounted receptacle outlets and appurtenances ..... \$35.00

For each temporary distribution system and temporary lighting and receptacle outlets for construction sites, Christmas tree sales lots, firework stands, etc. .... \$35.00

**UNIT FEE SCHEDULE**

For pole or platform-mounted lighting fixtures, each .....\$10.00 For theatrical-type lighting fixtures or assemblies, each ..... \$10.00



Residential appliances:

Each special circuit 220 volt, 50 amp and above .....\$3.00

For other types of air conditioners and other motor-driven appliances having larger electrical ratings, the fees shall be the same as the fees for power apparatus below.

Power apparatus:

For motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, the fees shall be as follows:

Rating in horsepower (HP), kilowatts (KW), kilovolt-amperes (KVA) or kilovolt-amperes reactive (KVAR):

Up to and including 5, each .....\$ 35.00; Over 5 and not over 10, each ..... \$35.00; Over 10 and not over 50, each ..... \$50.00; Over 50 and not over 100, each ..... \$75.00; Over 100, each ..... \$100.00

1. For equipment or appliances having more than one (1) motor, transformer, heater, etc., the sum of the combined ratings shall be used.
2. These fees include all switches, circuit breakers, conductors, thermostats, relays and other directly related control equipment.

Busways:

For trolley and plug-in-type busways, first 200 feet minimum fee in the amount of \$100.00; each additional 100 feet or fraction thereof (per 100 feet) .....\$4.50

Signs, outline lighting and marquees:

For each sign, outline lighting system or marquee supplied from one branch circuit ..... \$ 35.00

Services:

For each service of 600 volts or less and not over 200 amperes in rating .....\$75.00

For each service of 600 volts or less and over 400 amperes to 1000 amperes in rating .....\$100.00

For each service over 600 volts or over 1000 amperes in rating .....\$200.00

Elevators ..... 75.00

Other inspections and fees:

After hours inspections.....\$200.00.....\$75.00 per hour thereafter

**SECTION 2.** That Chapter 9, Buildings and Building Regulations, Article IV, Electricity, of the Midwest City Code, is hereby amended by amending Section 9-99. – Inspections as follows:

- (a) All electrical systems and equipment for which a permit is required by this code shall be subject to inspection by the city. The electrical system shall remain accessible and exposed for inspection purposes until approved by the city.

It shall be the duty of the permit holder to cause the electrical system to remain accessible and exposed for inspection purposes. Neither the city nor any of its employees shall be liable for the expense entailed in the removal or replacement of any material required to allow inspection. When the installation of an electrical system and equipment is complete, an additional and final inspection shall be made. Electrical systems and equipment regulated by this code shall not be connected to the energy source until authorized by the city.

Any approval by the city or any of its employees shall not be construed to be an approval of any violation of the provisions of this code or any other laws. Inspections presuming to give authority to violate or cancel provisions of this code or of other ordinances of the city shall not be valid.

- (b) It shall be the duty of the electrical contractor doing the work authorized by a permit to notify the city that such work is ready for inspection. The city may require that every request for inspection be transmitted to the city at least one (1) working day before such inspection is desired. Such request may be verbal or by any electronic means. It shall be the duty of the electrical contractor requesting the inspection required by this code to provide access to and means for inspection of the work.
- (c) The requirements of this section shall not be construed to prohibit the operation of any electrical system or equipment installed to replace existing equipment.
- (d) In addition to the inspections required by this code, the city may make or require other inspections of any work to ascertain compliance with the provisions of this code and other building codes that are enforced by the city.
- (e) A re-inspection fee of \$50.00 shall be assessed for each inspection when such portion of work for which inspection is requested is not complete or when corrections called for are not made by contractors and/or homeowners. All subsequent reinspections shall be assessed a fee of \$100.00
- (f) When any portion or all of the wiring in or on any structure or premises is ordered changed for any reason, the electrical inspector shall leave attached to the main switch or service equipment a tag or label showing the date of the order, a memorandum of the correction to be made and the signature of the authority making the order.
- (g) Except as otherwise provided, inspections shall be requested only by the electrical contractor or by his authorized representatives. Each electrical contractor shall notify the city of each representative authorized to act on behalf of that electrical contractor.
- (h) After inspecting any electric wiring, the electrical inspector shall leave notice in the form of a tag or label attached to the service entrance switch or branch cabinet. The notice shall clearly state whether the wiring is approved or is to be kept open for correction, and no person shall seal or in any manner conceal any electric wiring until such wiring has been approved. If, in any case, the wiring is in such a position as to interfere with the completion of the structure as called for by the plans, the electrical contractor must be notified to correct it. Proper conveniences such as ladders must be provided by the electrical contractor on work to be inspected. In all cases, on completion of the rough-in job, a final rough-in inspection must be requested.
- (i) The rough-in of each job shall include the installation of main and branch cabinets and the installation of all boxes and transformers. All rough-in wiring shall be made up, with approved wire connectors and wiring completed. From each active outlet box, one (1) pair of wires not less than eight (8) inches long shall be left for the fixture connection.
- (j) Temporary electric service inspections shall be permitted for any and all new installation for the purpose of construction and safety to personnel and equipment, and to prevent water lines from freezing in cold weather. Outlets will be limited to two (2) 110V and one (1) 220V, and all necessary central heating unit(s).

(Ord. No. 2927, § 1, 8-10-04; Ord. No. 2994, § 3, 10-10-06)

**SECTION 3.** That Chapter 9, Buildings and Building Regulations, Article IV, Electricity, of the Midwest City Code, is hereby amended by amending Section 9-122. - Licensing fees and requirements as follows:

- (a) There is hereby levied licensing fees for the electrical trade as follows:

	Registration First Year	Registration Renewal
Unlimited Electrical Contractor	\$300.00	\$100.00
Unlimited Journeyman	\$30.00	\$20.00

- (b) It shall be unlawful for any person to engage in the trade or otherwise act as an unlimited electrical contractor, unlimited journeyman electrician or apprentice within the city without first having been qualified and licensed as such by the State of Oklahoma. It shall also be unlawful for any person to engage in the electrical trade or otherwise act as any type of electrical contractor or journeyman within the city without first having been licensed by the city. The city shall issue an unlimited journeyman or unlimited contractor license to any person, upon proper application, and payment of fees, who presents a valid unlimited electrician license and proper identification at the time of application for the same license period issued by the State of Oklahoma.
- (c) All city electrical trade licenses shall be for one (1) year but all such city licenses shall expire on the thirtieth day of June after they are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July each year, to be in effect from July 1 through June 30 of the following year. Registrations not renewed by the fifteenth day of August shall be assessed the fee for a new license (\$300.00 for contractors and \$30.00 for journeymen).

(Ord. No. 2927, § 1, 8-10-04; Ord. No. 2994, § 7, 10-10-06; Ord. No. 3072, § 2, 11-25-08)

**SECTION 4.** That Chapter 9, Buildings and Building Regulations, Article V, Mechanical Systems, of the Midwest City Code, is hereby amended by amending Section 9-206. - Permit fees as follows:

Before a permit is issued for any refrigeration system or air conditioning or forced air heating system, fees shall be paid to the development services department in accordance with the following schedule:

IN ADDITION:

1. For the installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 160,000 BTU/H .....\$ 35.00
2. For the installation or relocation of each forced air or gravity type furnace or burner, including ducts and vents attached to such appliance, over 160,000 BTU/H ..... \$40.00
3. For the installation of self-contained packaged units 0—5 tons ..... \$25.00; 6—15 tons ..... \$50.00; 16+ tons ..... \$75.00
4. For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater ..... \$35.00
5. For replacement of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls, regulated by this code ..... \$35.00
6. For the installation or relocation of each boiler or condensing unit to and including five horsepower, or each absorption system to and including 100,000 BTU/H .....\$50.00
7. For the installation or relocation of each boiler or condensing unit over six horsepower and up to and including 15 horsepower, or each absorption system over 100,000 BTU/H and up to and including 500,000 BTU/H ..... \$75.00
8. For the installation or relocation of each boiler or condensing unit over 15 horsepower and up to and including 30 horsepower, or each absorption system over 500,000 BTU/H and up to and including 1,000,000 BTU/H ..... \$100.00
9. For the installation or relocation of each boiler or condensing unit over 30 horsepower up to and including 50 horsepower, or for each absorption system over 1,000,000 BTU/H to and including 1,750,000 BTU/H ..... \$125.00
10. For the installation or relocation of each boiler or refrigeration compressor over 50 horsepower, or each absorption system over 1,750,000 BTU/H ..... \$150.00
11. For each air-handling unit up to and including 2000 cubic feet per minute, including ducts attached thereto ..... \$75.00

NOTE: This fee shall not apply to an air handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere

12. For each air-handling unit over 2000 cfm ..... \$50.00
13. For each evaporative cooler other than portable type ..... \$35.00
14. For each ventilation fan connected to a single duct ..... \$35.00
15. For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit ..... \$35.00
16. For the installation of each commercial kitchen hood which is served by mechanical exhaust, including the ducts for such hood ..... \$75.00
17. For the installation or relocation of each domestic type incinerator ..... \$50.00
18. For the installation or relocation of each commercial or industrial type incinerator ..... \$75.00
19. For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code .... \$35.00
20. For each gas piping system..... \$35.00; Outlets for each gas piping system each...\$5.00
21. Duct installation only.....\$35.00 or .04 sq. ft. whichever is greater.

**OTHER INSPECTIONS AND FEES:**

1. Inspection outside of normal business hours (minimum charge—two (2) hours), per hour .....\$ \$200.00
2. \$75.00 per hour thereafter
3. Additional plan review required by changes, additions or revisions to approved plans (minimum charge—one-half (½) hour), per hour .....\$30.00
4. Each reinspection trip to an address .....\$10.00

(Ord. No. 2642, § 8, 5-28-96)

**SECTION 5.** That Chapter 9, Buildings and Building Regulations, Article V, Mechanical Systems, of the Midwest City Code, is hereby amended by amending Section 9-211. – Inspections; approval as follows:

- (a) When an original rough-in installation of an air conditioning or heating or refrigeration system is completed on any premises, the permit-holding contractor shall notify the inspector that the work is ready for inspection. When an air conditioning or refrigeration or forced air heating system alteration for which a permit is required under the terms of this article is completed on any premises, the permit-holding contractor shall notify the inspector that the work is ready for inspection. Either in the case of an original installation or in case of an alteration, the permit-holding contractor shall be permitted to immediately place the system in operation, unless a pressure test is required under the terms of this article or other ordinances.
- (b) The inspector shall make an inspection of the alteration or installation within twenty four (24) hours from the time of notification. If the installation or alteration to the air conditioning or refrigeration or forced air heating system has been done in accordance with the terms and provisions of this article and amendments thereto, the inspector shall post an inspection chart at or near the same, noting there on the date and approval of the work, together with his signature. If the installation or alteration of the system is found to be faulty, incorrect or defectively installed, the inspector shall notify the permit-holding contractor who installed the work, advising him of the changes necessary to be made in order that the same may conform to this article.
- (c) The fees required for the making of the required inspection by the development services department unless the inspector is required to make another or an additional inspection of the installation necessitating another trip in which event the applicant shall be assessed A \$50.00 reinspection fee. All subsequent reinspections shall be assessed a \$100.00 fee.

**SECTION 6.** That Chapter 9, Buildings and Building Regulations, Article V, Mechanical Systems, of the Midwest City Code, is hereby amended by amending Section 9-226. – Registration fees as follows:

There is hereby levied a schedule of registration fees for the mechanical trade to be as follows:

	Registration First Year	Registration Renewal
Unlimited Mechanical Contractor	\$170.00	\$75.00
Limited Mechanical Contractor	\$150.00	\$65.00
Mechanical Journeyman	\$10.00	\$5.00

A registration may be applied for and secured at any time during the year, but in no event shall the fee for such registration be less than for a full year. All registrations, including building maintenance engineer's licenses, shall be for one (1) year and shall expire on the thirtieth day of June after the same are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July of each year to be in effect for the ensuing registration year. Registrations not renewed by the fifteenth day of August shall be assessed the fee for a new license). The registration year shall coincide with the state license period which is July 1st to June 30.

(Ord. No. 2642, § 8, 5-28-96; Ord. No. 2654, § 2, 9-10-96)

**SECTION 7.** That Chapter 9, Buildings and Building Regulations, Article VI, Plumbing, of the Midwest City Code, is hereby amended by amending Section 9-308. – Permit fees as follows:

Before a permit is issued for any plumbing system or work, fees shall be paid to the development services department in accordance with the following schedule;

For the issuance of each plumbing permit .....\$ \$35.00 or \$0.04 per square foot, whichever is greater

IN ADDITION:

- (1) For each building sewer and each trailer park sewer .....\$35.00
- (2) Rainwater systems—per drain ..... \$10.00 (inside building)
- (3) For each cesspool ..... \$100.00
- (4) For each private sewage disposal system ..... \$100.00
- (5) For each water heater and/or vent (includes gas) .....\$35.00
- (6) For each gas piping system.....\$35.00
- (7) For each gas piping system outlet ..... \$5.00
- (8) For each industrial waste pre-treatment interceptor, including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps .....\$50.00
- (9) For installation, alteration or repair of water piping and/or water treating equipment .....\$35.00
- (10) For each lawn sprinkler system or any one (1) meter, including backflow protection devices therefor .....\$35.00
- (11) For vacuum breakers or backflow protective devices on tanks, vats, etc., or for installation on unprotected plumbing fixtures, including necessary water piping—one (1) to four (4) ..... \$10.00 ea; Five (5) or more, each ..... \$5.00
- (12) Oil/Sand separator.... \$50.00
- (13) Commercial Grease Interceptor....\$50.00

OTHER INSPECTIONS AND FEES:

- (1) Inspections outside of normal business hours per hour .....\$ 200.00 (minimum charge—two (2) hours)
- (2) \$75.00 per hour thereafter

- (3) Additional plan review required for changes, additions or revisions to approved plans per hour .....30.00 (minimum charge—one-half (½) hour)
- (4) Each reinspection trip to an address .....\$10.00

(Ord. No. 2642, § 9, 5-28-96)

**SECTION 8.** That Chapter 9, Buildings and Building Regulations, Article VI, Plumbing, of the Midwest City Code, is hereby amended by amending Section 9-314. – Reinspection as follows:

The fees required for the making of the required inspection by the development services department unless the inspector is required to make another or an additional inspection of the installation necessitating another trip in which event the applicant shall be assessed A \$50.00 reinspection fee. All subsequent reinspections shall be assessed a \$100.00 fee.

(Ord. No. 2642, § 9, 5-28-96)

**SECTION 9.** That Chapter 9, Buildings and Building Regulations, Article VI, Plumbing, of the Midwest City Code, is hereby amended by amending Section 9-342. – Registration issuance; fees as follows:

- (a) Application; issuance. The development services department shall, upon proper application and payment of fees, issue a journeyman or contractor registration to any person who has a valid plumbing license for the same license period issued by the State of Oklahoma.
- (b) Registration fees. There is hereby levied a schedule of registration fees for the plumbing trade to be as follows:

	Registration First Year	Registration Renewal
Plumbing Contractor	\$300.00	\$50.00
Journeyman	5.00	5.00
Plumbing Maintenance Engineer	5.00	5.00

A registration may be applied for and secured at any time during the year, but in no event shall the fee for such registration be less than for a full year.

(Ord. No. 2642, § 8, 5-28-96; Ord. No. 2654, § 3, 9-10-96)

**SECTION 10.** That Chapter 9, Buildings and Building Regulations, Article VI, Plumbing, of the Midwest City Code, is hereby amended by amending Section 9-343. - Registration terms; renewal; delinquency penalty as follows:

All registrations, including building maintenance engineer's licenses, shall be for one (1) year and shall expire on the thirtieth day of June after the same are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July of each year to be in effect for the ensuing registration year. Registrations not renewed by the fifteenth day of August shall be assessed the fee for a new license (\$300.00 for contractors and \$5.00 for journeymen). The registration year shall coincide with the state license period which is July 1st to June 30.

(Ord. No. 2642, § 9, 5-28-96)



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

THE CITY OF MIDWEST CITY, OKLAHOMA

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JAY DEE COLLINS., Mayor

ATTEST:

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SARA HANCOCK, City Clerk

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2016.

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KATHERINE BOLLES, City Attorney



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

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

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To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: January 12, 2016

Subject: Discussion and consideration of approving and passing an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code by amending Article III, Building Code, Section 9-34, Code amended, Subsection 108.5, Lot Inspections Required With the Issuance of a Building Permit, Subsection 110.1, Demolition Permit, Subsection 112.0, Permit Fees; and providing for repealer and severability.

Staff recommends approval of the following attached revisions.

Billy Harless, AICP  
Director

Attachments

**AN ORDINANCE AMENDING CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING ARTICLE III, BUILDING CODE, SECTION 9-34, CODE AMENDED, SUBSECTIONS 108.5, LOT INSPECTIONS REQUIRED WITH THE ISSUANCE OF A BUILDING PERMIT, SUBSECTION 110.1, DEMOLITION PERMIT, SUBSECTION 112.0, PERMIT FEES; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

ORDINANCE

**SECTION 1.** That Chapter 9, Buildings and Building Regulations, Article III, Building Code, of the Midwest City Code, is hereby amended by amending Section 9-34. – Code Amended, Subsection 108.5(b) as follows:

108.5 Approved plans.

(a) The building official or an assistant shall review and consider for endorsement sets of approved plans with any corrections. For commercial construction, sets of such approved plans shall be retained by the building official and fire marshal. A set of such approved plans shall be kept at the building site, open to inspection of the building official or an authorized representative at all reasonable times. All plans shall comply with this code. The building official shall retain the plot plans for one- and two-family dwellings only.

(b) Lot inspections required with the issuance of building permit.

As one of the requirements for the issuance of a building permit, an applicant applying for said building permit on new structures shall be required to have an on-site meeting with a representative of the City engineering department. The applicant and city official will discuss the drainage plan for the subject lot and what improvements will be needed to meet the requirements of the drainage plan, such as the installation of a retaining wall or any needed drainage improvements. A fifty dollar (\$50.00) fee will be accessed for each site inspection. Failure to attend the scheduled on site meeting will result in standard reinspection fees of \$50.00 for the first and \$100.00 for each one after the initial reinspection.

**SECTION 2.** That Chapter 9, Buildings and Building Regulations, Article III, Building Code, of the Midwest City Code, is hereby amended by amending Section 9-34. – Code Amended, Subsection 110.1, Demolition permit, as follows:

110.1 Demolition permit. A permit is required for the demolition of any building in excess of one hundred twenty (120) square feet. For residential demolition, the project shall commence within ten (10) days of issuance of permit and shall be completed and cleaned up within the next twenty (20) calendar days. For all other structures/buildings, the project shall commence within ten (10) days of issuance of permit and shall be completed and cleaned up within the next forty-five (45) calendar days. Extensions may be granted by the building official upon written request. The demolition permit fee shall be ~~twenty five dollars (\$25.00)~~ one hundred dollars (\$100.00) per structure, unless the city council or its designated representative recommends or requests the demolition. Then the city shall set the permit fee.

**SECTION 3.** That Chapter 9, Buildings and Building Regulations, Article III, Building Code, of the Midwest City Code, is hereby amended by amending Section 9-34. – Code Amended, Subsection 112.0, Permit fees, as follows:

(a) No permit as required by this Code shall be issued until the fee prescribed in this Article shall have been paid to the development services department; nor shall an amendment to a permit be approved until the additional fee, if any, due to an increase in the estimated cost of a building or structure, shall have been paid.

(b) For a permit for construction, alteration, or installation of a building or structure, the fee shall be at the rate of:

- 1) New residential; additions.
  - (A) New residence: Five cents (\$0.05) per square foot for new residence.
  - (B) Residential additions: Five cents (\$0.05) per square foot with a minimum fee of fifty dollars (\$50.00) for a residential addition.
  - (C) Capital improvement fee: The fee shall be thirteen cents (\$0.13) per square foot for the capital improvement fee for (A) and (B) above.
  - (D) Sidewalk fee: The fee shall be two cents (\$0.02) per square foot for sidewalk fee for (A) and (B) above.

(c) Accessory buildings, carports, retaining walls and fences: The fee for carports and fences shall be ~~twenty dollars (\$20.00)~~ thirty dollars (\$30.00). The fee for retaining walls shall be ~~twenty five dollars (\$25.00)~~ thirty five dollars (\$35.00). The fee for accessory buildings of two hundred and fifty (250) square feet or less in area shall be ~~twenty dollars (\$20.00)~~ fifty dollars (\$50.00) and for accessory building greater than two hundred and fifty (250) square feet in area but less than ten thousand (10,000) square feet in area shall be five cents (\$0.05) per square foot plus the thirteen cents (\$0.13) per square foot for the capital improvements fee plus two cents (\$0.02) per square foot for the sidewalk fee. The fee for accessory buildings more than ten thousand (10,000) square feet in area shall be two cents (\$0.02) per square foot plus thirteen (\$0.13) per square foot for the capital improvement fee plus two cents (\$0.02) per square foot for the sidewalk fee.

(d) All permit fees associated with the replacement of accessory buildings set out in Subsection (c) above are hereby waived if said original accessory building was destroyed or damaged beyond repair by an act of God. The following conditions are precedent to the granting of the waiver: the replacement accessory building is identical in size to the original accessory building being replaced; the replacement accessory building is to be located upon the lot where the original accessory building was located; and the original accessory building was permitted. In every case, an application for permit shall be required and the applicant is to comply with all other regulations relative to accessory buildings.

(e) Residential remodeling: A permit for remodeling is required when the remodeling involves repairs as defined in section 9-1. The fee for a residential remodeling permit shall be three dollars (\$3.00) per one thousand dollars (\$1,000.00) of the estimated cost of the remodel based upon the fair market value of labor and materials, with a minimum fee of twenty-five dollars (\$25.00). In addition, a capital improvement fee shall be assessed at a rate of thirteen dollars (\$13.00) per ten thousand dollars (\$10,000.00) of the estimated cost plus a sidewalk fee shall be assessed at a rate of one dollar (\$1.00) per ten thousand dollars (\$10,000) of the estimated cost.

(f) Commercial remodeling: A permit for remodeling is required when the remodeling involves repairs as defined in section 9-1. The fee for a commercial remodeling permit shall be four dollars (\$4.00) per one thousand dollars (\$1,000.00) of the estimated cost of the remodel; based upon the fair market value of labor and materials, with a minimum fee of fifty dollars (\$50.00). In addition, a capital improvements fee shall be assessed at a rate of thirteen dollars (\$13.00) per ten thousand dollars (\$10,000.00) of the estimated cost plus a sidewalk fee shall be assessed at a rate of one dollar (\$1.00) per ten thousand dollars (\$10,000) of the estimated cost.

(g) Conversion from residential to commercial uses: Upon approval of such conversion, a permit shall be required. The fee for conversion from residential to commercial uses permit shall be four dollars (\$4.00) per one thousand dollars (\$1,000.00) of the estimated cost of the remodel, based upon the fair market value of labor and materials, with a minimum fee of fifty dollars (\$50.00). In addition, a capital improvements fee shall be assessed at a rate of thirteen dollars (\$13.00) per ten thousand dollars (\$10,000.00) of the estimated cost plus a sidewalk fee shall be assessed at a rate of one dollar (\$1.00) per ten thousand dollars (\$10,000) of the estimated cost.

(h) New commercial: The fee for a new commercial building shall be four cents (\$0.04) per square foot for the first ten thousand (10,000) square feet of floor area and two cents (\$0.02) per square foot for the area in excess of ten thousand (10,000) square feet of floor area. In addition, a capital improvements fee shall be assessed at a

rate of thirteen cents (\$0.13) per square foot plus six cents (\$0.06) per square foot for the sidewalk fee.

(i) New warehouse and agricultural: The fee for new warehouse and agricultural buildings shall be three cents (\$0.03) per square foot for the first ten thousand (10,000) square feet of floor area and one cent (\$0.01) per square foot for the area in excess of ten thousand (10,000) square feet of floor area. In addition, a capital improvements fee shall be assessed at a rate of thirteen cents (\$0.13) per square foot plus six cents (\$0.06) per square foot for the sidewalk fee.

(j) Non-residential additions: The fee for a non-residential addition shall be the same fee as would be charged for new construction, except there is a minimum fee of fifty dollars (\$50.00). In addition, a capital improvements fee shall be assessed at a rate of thirteen cents (\$0.13) per square foot plus six cents (\$0.06) per square foot for the sidewalk fee.

(k) Parking area and driveways: The fee for a residential driveway shall be ~~twenty five dollars (\$25.00)~~ thirty five dollars (\$35.00) whether a curb cut is made or not. The fee for a commercial parking area shall be five-tenths of one cent (\$0.005) per square foot of the commercial parking area.

(l) Reinspection fee: The reinspection fee shall be fifty dollars (\$50.00) for the first reinspection and one hundred dollars (\$100.00) for each reinspection thereafter.

(m) Plan review fees: At the time an application for permit (excluding single family and two-family residential) is submitted to the building official, twenty-five (25) percent of the fee prescribed in this section shall be paid and shall not be refundable. This fee shall be known as a plan review fee. The plan review fee shall be subtracted from the fee prescribed in this section when the permit is issued by the building official.

(n) Refunds: In the case of a revocation of a permit or abandonment or discontinuance of a building project, there shall be no refunds.

(p) Miscellaneous inspections (no permit): Any site visit where no building permit has been issued, there will be a thirty-five dollar (35) fee. This fee will be assessed for each visit.

**SECTION 4. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5. 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 \_\_\_\_\_, 2016.

THE CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
JAY DEE COLLINS, Mayor

ATTEST:

\_\_\_\_\_  
RHONDA ATKINS, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
KATHERINE BOLLES, City Attorney

**AN ORDINANCE AMENDING CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE III, BUILDING CODE, SECTION 9-34, CODE AMENDED, SUBSECTION 108.5, LOT INSPECTIONS REQUIRED WITH THE ISSUANCE OF A BUILDING PERMIT, SUBSECTION 110.1, DEMOLITION PERMIT, AND SUBSECTION 112.0, PERMIT FEES; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

ORDINANCE

**SECTION 1.** That Chapter 9, Buildings and Building Regulations, Article III, Building Code, of the Midwest City Code, is hereby amended by amending Section 9-34. – Code Amended, Subsection 108.5(b) as follows:

108.5 Approved plans.

(a) The building official or an assistant shall review and consider for endorsement sets of approved plans with any corrections. For commercial construction, sets of such approved plans shall be retained by the building official and fire marshal. A set of such approved plans shall be kept at the building site, open to inspection of the building official or an authorized representative at all reasonable times. All plans shall comply with this code. The building official shall retain the plot plans for one- and two-family dwellings only.

(b) Lot inspections required with the issuance of building permit.

As one of the requirements for the issuance of a building permit, an applicant applying for said building permit on new structures shall be required to have an on-site meeting with a representative of the City engineering department. The applicant and city official will discuss the drainage plan for the subject lot and what improvements will be needed to meet the requirements of the drainage plan, such as the installation of a retaining wall or any needed drainage improvements. A fifty dollar (\$50.00) fee will be assessed for each site inspection. Failure to attend the scheduled on site meeting will result in standard reinspection fees of \$50.00 for the first and \$100.00 for each one after the initial reinspection.

**SECTION 2.** That Chapter 9, Buildings and Building Regulations, Article III, Building Code, of the Midwest City Code, is hereby amended by amending Section 9-34. – Code Amended, Subsection 110.1, Demolition permit, as follows:

110.1 Demolition permit. A permit is required for the demolition of any building in excess of one hundred twenty (120) square feet. For residential demolition, the project shall commence within ten (10) days of issuance of permit and shall be completed and cleaned up within the next twenty (20) calendar days. For all other structures/buildings, the project shall commence within ten (10) days of issuance of permit and shall be completed and cleaned up within the next forty-five (45) calendar days. Extensions may be granted by the building official upon written request. The demolition permit fee shall be one hundred dollars (\$100.00) per structure, unless the city council or its designated representative recommends or requests the demolition. Then the city shall set the permit fee.

**SECTION 3.** That Chapter 9, Buildings and Building Regulations, Article III, Building Code, of the Midwest City Code, is hereby amended by amending Section 9-34. – Code Amended, Subsection 112.0, Permit fees, as follows:

(a) No permit as required by this Code shall be issued until the fee prescribed in this Article shall have been paid to the development services department; nor shall an amendment to a permit be approved until the additional fee, if any, due to an increase in the estimated cost of a building or structure, shall have been paid.



(b) For a permit for construction, alteration, or installation of a building or structure, the fee shall be at the rate of:

- 1) New residential; additions.
  - (A) New residence: Five cents (\$0.05) per square foot for new residence.
  - (B) Residential additions: Five cents (\$0.05) per square foot with a minimum fee of fifty dollars (\$50.00) for a residential addition.
  - (C) Capital improvement fee: The fee shall be thirteen cents (\$0.13) per square foot for the capital improvement fee for (A) and (B) above.
  - (D) Sidewalk fee: The fee shall be two cents (\$0.02) per square foot for sidewalk fee for (A) and (B) above.

(c) Accessory buildings, carports, retaining walls and fences: The fee for carports and fences shall be thirty dollars (\$30.00). The fee for retaining walls shall be thirty five dollars (\$35.00). The fee for accessory buildings of two hundred and fifty (250) square feet or less in area shall be fifty dollars (\$50.00) and for accessory building greater than two hundred and fifty (250) square feet in area but less than ten thousand (10,000) square feet in area shall be five cents (\$0.05) per square foot plus the thirteen cents (\$0.13) per square foot for the capital improvements fee plus two cents (\$0.02) per square foot for the sidewalk fee. The fee for accessory buildings more than ten thousand (10,000) square feet in area shall be two cents (\$0.02) per square foot plus thirteen (\$0.13) per square foot for the capital improvement fee plus two cents (\$0.02) per square foot for the sidewalk fee.

(d) All permit fees associated with the replacement of accessory buildings set out in Subsection (c) above are hereby waived if said original accessory building was destroyed or damaged beyond repair by an act of God. The following conditions are precedent to the granting of the waiver: the replacement accessory building is identical in size to the original accessory building being replaced; the replacement accessory building is to be located upon the lot where the original accessory building was located; and the original accessory building was permitted. In every case, an application for permit shall be required and the applicant is to comply with all other regulations relative to accessory buildings.

(e) Residential remodeling: A permit for remodeling is required when the remodeling involves repairs as defined in section 9-1. The fee for a residential remodeling permit shall be three dollars (\$3.00) per one thousand dollars (\$1,000.00) of the estimated cost of the remodel based upon the fair market value of labor and materials, with a minimum fee of twenty-five dollars (\$25.00). In addition, a capital improvement fee shall be assessed at a rate of thirteen dollars (\$13.00) per ten thousand dollars (\$10,000.00) of the estimated cost plus a sidewalk fee shall be assessed at a rate of one dollar (\$1.00) per ten thousand dollars (\$10,000) of the estimated cost.

(f) Commercial remodeling: A permit for remodeling is required when the remodeling involves repairs as defined in section 9-1. The fee for a commercial remodeling permit shall be four dollars (\$4.00) per one thousand dollars (\$1,000.00) of the estimated cost of the remodel; based upon the fair market value of labor and materials, with a minimum fee of fifty dollars (\$50.00). In addition, a capital improvements fee shall be assessed at a rate of thirteen dollars (\$13.00) per ten thousand dollars (\$10,000.00) of the estimated cost plus a sidewalk fee shall be assessed at a rate of one dollar (\$1.00) per ten thousand dollars (\$10,000) of the estimated cost.

(g) Conversion from residential to commercial uses: Upon approval of such conversion, a permit shall be required. The fee for conversion from residential to commercial uses permit shall be four dollars (\$4.00) per one thousand dollars (\$1,000.00) of the estimated cost of the remodel, based upon the fair market value of labor and materials, with a minimum fee of fifty dollars (\$50.00). In addition, a capital improvements fee shall be assessed at a rate of thirteen dollars (\$13.00) per ten thousand dollars (\$10,000.00) of the estimated cost plus a sidewalk fee shall be assessed at a rate of one dollar (\$1.00) per ten thousand dollars (\$10,000) of the estimated cost.

(h) New commercial: The fee for a new commercial building shall be four cents (\$0.04) per square foot for the first ten thousand (10,000) square feet of floor area and two cents (\$0.02) per square foot for the area in excess of ten thousand (10,000) square feet of floor area. In addition, a capital improvements fee shall be assessed at a

rate of thirteen cents (\$0.13) per square foot plus six cents (\$0.06) per square foot for the sidewalk fee.

(i) New warehouse and agricultural: The fee for new warehouse and agricultural buildings shall be three cents (\$0.03) per square foot for the first ten thousand (10,000) square feet of floor area and one cent (\$0.01) per square foot for the area in excess of ten thousand (10,000) square feet of floor area. In addition, a capital improvements fee shall be assessed at a rate of thirteen cents (\$0.13) per square foot plus six cents (\$0.06) per square foot for the sidewalk fee.

(j) Non-residential additions: The fee for a non-residential addition shall be the same fee as would be charged for new construction, except there is a minimum fee of fifty dollars (\$50.00). In addition, a capital improvements fee shall be assessed at a rate of thirteen cents (\$0.13) per square foot plus six cents (\$0.06) per square foot for the sidewalk fee.

(k) Parking area and driveways: The fee for a residential driveway shall be thirty five dollars (\$35.00) whether a curb cut is made or not. The fee for a commercial parking area shall be five-tenths of one cent (\$0.005) per square foot of the commercial parking area.

(l) Reinspection fee: The reinspection fee shall be fifty dollars (\$50.00) for the first reinspection and one hundred dollars (\$100.00) for each reinspection thereafter.

(m) Plan review fees: At the time an application for permit (excluding single family and two-family residential) is submitted to the building official, twenty-five (25) percent of the fee prescribed in this section shall be paid and shall not be refundable. This fee shall be known as a plan review fee. The plan review fee shall be subtracted from the fee prescribed in this section when the permit is issued by the building official.

(n) Refunds: In the case of a revocation of a permit or abandonment or discontinuance of a building project, there shall be no refunds.

(p) Miscellaneous inspections (no permit): Any site visit where no building permit has been issued, there will be a thirty-five dollar (35) fee. This fee will be assessed for each visit.

**SECTION 4. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5. 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 \_\_\_\_\_, 2016.

THE CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
JAY DEE COLLINS, Mayor

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
KATHERINE BOLLES, City Attorney



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

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

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To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: January 12, 2016

Subject: Discussion and consideration of approving and passing an ordinance amending the Midwest City Code, Chapter 9, Swimming Pools, Section 39-5(f), Permit, by changing the costs for issuance of swimming pool permits; and providing for repealer and severability.

Staff has reviewed permitting and inspections associated with swimming pools for several communities in the OKC metro area. The attached ordinances reflect recommended amendments to our current fees to bring them in line with the metro area.

Staff recommends approval of the following attached revisions.

Billy Harless, AICP  
Director

Attachments

**AN ORDINANCE AMENDING CHAPTER 39, SWIMMING POOLS, OF THE MIDWEST CITY CODE, BY AMENDING SECTION 39-5(f), PERMIT; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

ORDINANCE

**SECTION 1.** That Chapter 39, Swimming Pools, of the Midwest City Code, is hereby amended by amending Section 39-5(f), Permit, to read as follows:

- (f) Every applicant for a permit to install or alter a swimming pool system or part thereof, shall state in writing on a form furnished for that purpose, the character of work proposed, together with such other information as may be required. Any person who shall commence any swimming pool work for which a permit is required by this chapter without having first obtained a permit therefor shall pay double the permit fee fixed by the section for such work, provided, however, that this provision shall not apply to emergency work required by the building inspection department for the protection of the public health, safety and welfare. In all such cases a permit shall be obtained as soon as it is practical to do so. The applicant shall pay for each permit at the time of making application a fee in accordance with the following schedule for each swimming pool installation:
  - (1) Public pool, ~~one hundred three hundred~~ dollars (\$100.00)(\$300.00);
  - (2) The fee schedule for private pools shall be as follows:
    - a. The permit fee for all in ground pools shall be ~~twenty-five-seventy-five~~ dollars (\$25.00)(\$75.00).
    - b. The permit fee, when required, for all above ground pools shall be ~~fifteen dollars-seventy-five~~ dollars (\$15.00)(\$75.00).
    - c. A ~~ten dollar~~ (\$10.00)-fifty dollar (\$50.00) reinspection fee shall be required on all reinspections necessary. All reinspections after the first are one hundred dollars (\$100.00) each.

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

**SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
JAY DEE COLLINS., Mayor

ATTEST:

\_\_\_\_\_  
RHONDA ATKINS, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
KATHERINE BOLLES, City Attorney

**AN ORDINANCE AMENDING CHAPTER 39, SWIMMING POOLS, OF THE MIDWEST CITY CODE, BY AMENDING SECTION 39-5(f), PERMIT; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

ORDINANCE

**SECTION 1.** That Chapter 39, Swimming Pools, of the Midwest City Code, is hereby amended by amending Section 39-5(f), Permit, to read as follows:

- (f) Every applicant for a permit to install or alter a swimming pool system or part thereof, shall state in writing on a form furnished for that purpose, the character of work proposed, together with such other information as may be required. Any person who shall commence any swimming pool work for which a permit is required by this chapter without having first obtained a permit therefor shall pay double the permit fee fixed by the section for such work, provided, however, that this provision shall not apply to emergency work required by the building inspection department for the protection of the public health, safety and welfare. In all such cases a permit shall be obtained as soon as it is practical to do so. The applicant shall pay for each permit at the time of making application a fee in accordance with the following schedule for each swimming pool installation:
  - (1) Public pool, three hundred dollars(\$300.00);
  - (2) The fee schedule for private pools shall be as follows:
    - a. The permit fee for all in ground pools shall be seventy-five dollars(\$75.00).
    - b. The permit fee, when required, for all above ground pools shall be seventy-five dollars (\$75.00).
    - c. A fifty dollar (\$50.00) reinspection fee shall be required on all reinspections necessary. All reinspections after the first are one hundred dollars (\$100.00) each.

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

**SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
JAY DEE COLLINS., Mayor

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
KATHERINE BOLLES, City Attorney



Environmental Services Director

8730 S.E. 15th Street  
Midwest City, OK 73110  
office 405.739.1062

## Memo

To: Honorable Mayor and Council

From: William J. Janacek, Environmental Services Director

Date: January 26, 2016

RE: Discussion and consideration of approving and entering into a five-year Agreement for Purchase of Surplus Municipal Water with the Norman Utilities Authority, the Midwest City Municipal Authority and the Central Oklahoma Master Conservancy District to sell Norman up to 300 million gallons of Midwest City's surplus municipal water at the rate of \$0.36 per 1,000 gallons.

The City of Norman has formally requested that the Central Oklahoma Master Conservancy District (COMCD), with Midwest City's concurrence, coordinate the selling of a portion of Midwest City's unused allocation of COMCD's surplus municipal water to Norman. They are requesting this contract be similar to the contract Norman entered into with the City of Del City in 2013, where Del City contracted with Norman to sell up to 300 million gallons of raw water allocation at the rate of \$0.33 per one thousand gallons, on a yearly basis. There are provisions set in their contract for any emergency where Del City might lose some of their water wells.

Their request of Midwest City is for the same \$0.33 per one thousand gallons, for a total not to exceed 500 million gallons per year. After evaluating our water consumption reports for the last 15 years, I would recommend a contract for a maximum amount of 300 million gallons at the current rate of \$0.36 per 1000 gallons as outlined in my attached memo. They are also open to a provision in the contract, if preferred, that stipulates access to COMCD's surplus municipal water as primarily from Del City's unused portion and then secondarily from Midwest City's unused portion for payment purposes.

Staff recommends approval.

*William J. Janacek*

William J. Janacek  
Director of Environmental Services



# The City of NORMAN

201 West Gray • P.O. Box 370  
Norman, Oklahoma 73069 • 73070

CITY MANAGER'S OFFICE  
Phone: 405-366-5402

September 22, 2015

Randy Worden, General Manager  
Central Oklahoma Master Conservancy District (COMCD)  
12500 Alameda Drive  
Norman, OK 73026  
[rworden@comcd.net](mailto:rworden@comcd.net)

City Manager Guy Henson  
City of Midwest City  
100 N. Midwest Blvd  
Midwest City, OK 73110  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)

City Manager Mark Edwards  
City of Del City  
3701 SE 15 Street  
Del City, Oklahoma 73115  
[medwards@cityofdelcity.com](mailto:medwards@cityofdelcity.com)

RE: Surplus Municipal Water

Gentlemen:

The City of Norman has been notified of COMCD's Petition for Amendments to Schedule of Use ("Petition") filed with the OWRB to secure 21,600 acre feet per year of water supply from Lake Thunderbird for the next fifty (50) years. This request for the maximum term, rather than the minimum seven (7) years term represents a change in approach for COMCD than what has been followed in the past. In reviewing the application, it is clear that the data presented to support the application necessarily relies heavily on Norman's growth patterns. As stated in Paragraph 15 of the Petition, the future growth of Norman alone is expected to require the use of all the rest of COMCD's allocated water. This approach in the Petition certainly makes sense as an expression of COMCD's willingness to manage its water allocation in such a way that will address the factually supported water needs of all three member cities. To the extent COMCD's approach to allocation of water resources does not address member cities' documented supply needs, such an application as submitted to OWRB may be more difficult to justify.

As you may be aware, the City of Norman's 2060 Strategic Water Supply Plan (the "Plan") is a long-range water plan which evaluated long term water needs for Norman and sources of water supply to fulfill both current and future needs. The Plan recommended an expansion of



the ground water supply system, as well as expanded piping to allow blending of wells that currently do not meet EPA guidelines, to help address current capacity needs. Norman voters approved a water rate increase this past January to fund this expansion as well as significant improvements to our water treatment disinfection facilities required by current regulations.

Although Norman is working towards the goal of the Plan to get two additional wells online each year beginning in 2018, we've lost five other wells in the short term. These wells no longer meet the EPA limits for arsenic and gross alpha particles because of overworking our existing well supply to meet demand. Identification of additional water to solidify our supply to meet the needs of Norman citizens is critical.

To help solidify a supply source to meet the needs of Norman citizens, Norman would like to request that COMCD, with Midwest City's concurrence, commit to sell a portion of Midwest City's unused allocation of COMCD's Surplus Municipal Water to Norman. As you know, in 2013 Del City and COMCD agreed to sell Norman up to 300 million gallons of Surplus Municipal Water on an annual basis at a rate of \$0.33 per 1,000 gallons. We would like to pursue similar terms with Midwest City and are formally requesting that COMCD and Midwest City enter into a similar agreement with Norman for the purchase of up to an additional 500 million gallons of Surplus Municipal Water on an annual basis at the same rate we are paying for Del City's unused portion of Surplus Municipal Water. If preferred, Norman would also be open to a provision that recognizes access to COMCD's Surplus Municipal Water as primarily from Del City's unused portion and then secondarily from Midwest City's unused portion for payment purposes.

Norman is working diligently to solidify its water supply needs for its citizens. New well development in accordance with the 2060 Strategic Water Supply Plan is ongoing. Solidifying the availability to Norman of Midwest City's unused allocation of COMCD Surplus Municipal Water in a similar fashion that Del City's unused allocation was made available to Norman will not only help Norman solidify water supply sources for its citizens, but such a strategy will also further illustrate the importance of balancing all COMCD member cities' needs as a method to justify the continuing allocation of the full 21,600 acre feet of Lake Thunderbird water supply to COMCD for equitable use by its member cities according to their needs. The cooperative partnership between the three member cities is critical to the success of COMCD. We appreciate your consideration of this matter and look forward to your response.

Sincerely,



Steve Lewis  
City Manager

cc: Jeff Bryant, City Attorney  
Ken Komiske, Director of Utilities  
Mike Wofford, Counsel for COMCD

## **AGREEMENT FOR PURCHASE OF SURPLUS MUNICIPAL WATER**

This AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the parties, being Norman Utilities Authority of the City of Norman, Oklahoma, a public trust for the benefit of the City of Norman, Oklahoma, (hereinafter referred to as “Norman”), the Midwest City Municipal Authority, a public trust for the benefit of the City of Midwest City, Oklahoma (hereinafter referred to as “MCMA”), as assignee of the Midwest City Utilities Authority; the City of Midwest City, Oklahoma (“City of Midwest City”); and Central Oklahoma Master Conservancy District, a master conservancy district organized under the laws of Oklahoma (hereinafter referred to as “COMCD”).

The parties agree as follows:

1. The City of Midwest City, Oklahoma and MCMA are parties to a certain Contract with the Central Oklahoma Master Conservancy District, dated November 13, 1961 and extended on June 5, 1995, as amended, for a City of Midwest City water supply (“the Midwest City contract”), under the terms and provisions of which the City of Midwest City and the MCMA are entitled to purchase a certain specified allocation of water from COMCD.

2. The City of Norman, Oklahoma and the Norman Utilities Authority are parties to a certain Contract with COMCD, dated September 5, 1961 and similarly extended, as amended, for the Norman water supply (“the Norman Contract”), under the terms and provisions which Norman is entitled to purchase a certain specified allocation of water from COMCD.

3. Norman anticipates, based upon past and current water demand and actual usage, that, in the near future, it will need more than the specified allocation of water available to Norman under said Contract with the COMCD, as amended, and that Norman desires to purchase Surplus Municipal Water (as referenced in Section 8. in both the Norman contract and the Midwest City contract) from COMCD, to help meet the needs and demands of Norman in the future.

4. MCMA and the City of Midwest City are willing to allow COMCD to provide to Norman, at a mutually agreed upon price, some of the Surplus Municipal Water which MCMA is otherwise entitled to purchase under the Midwest City contract.

5. Norman will pay COMCD for such Surplus Municipal Water.

6. Section 8. of the Midwest City contract and the Norman contract provides that when Surplus Municipal Water is available, COMCD may dispose of such current surplus on whatever terms it can arrange.

7. Net revenues from the sale of Surplus Municipal Water to Norman by COMCD, that was from amounts allocated to the City of Midwest City and MCMA, shall be credited on the next payment or payments due to be paid by the City of Midwest City and MCMA to COMCD.

8. MCMA and the City of Midwest City shall retain all allocations and rights to all water which they have possessed immediately prior to the execution of this Agreement, and Norman agrees not to seek or accept any rights to water as a result of the City of Midwest City and MCMA making Surplus Municipal Water available to Norman under this Agreement.

9. The effective date of this Agreement shall be the 1st day of April, 2016.

10. COMCD will sell to Norman up to three hundred million gallons of Surplus Municipal Water per year from the Midwest City/MCMA contract allocation under its COMCD Contract at the commercial billing rate set forth in Paragraph 18 of this Agreement.

11. MCMA agrees to notify Norman, in writing, as soon as practically possible, of any water rationing program implemented by the MCMA or the City of Midwest City.

12. Norman will notify COMCD and MCMA, in writing, within five (5) days of the date that Norman exceeds its allocation under the COMCD contract.

13. Norman will install all equipment required by local, state, and federal laws for the Norman water lines to, among other things, ensure raw water is being distributed and to monitor and reasonably repair any water line breaks.

14. Norman agrees that its water usage shall be subject to a water rationing program at least as stringent as the MCMA or the City of Midwest City, Oklahoma water rationing program should one be implemented at a time when Norman is utilizing water from the MCMA allocation during the contract term.

15. COMCD will prepare accurate billing statements at the conclusion of each water year (ending September 30 of each year) quantifying the amount of water purchased by Norman in accordance with Paragraph 18. herein and charging Norman the rate for such water set forth in Paragraph 18 below. Norman will pay to COMCD the amount stated in the billing statements sent by COMCD to Norman for the sale of such Surplus Municipal Water to Norman within thirty (30) days of the receipt of each such billing statement by Norman.

16. COMCD will receive the payments from Norman for the water Norman receives over its allocation under the COMCD contract and, to the extent such water received by Norman is within the amount of Surplus Municipal Water specified in Paragraph 18. of this Agreement, shall credit such payments to MCMA.

17. The Parties agree that the determination of Norman's purchase of water from COMCD under this Agreement will be based on COMCD's records of Norman's total receipt of water for the water year, minus Norman's allocation amount under the Norman contract with COMCD.

18. COMCD will sell to Norman, and Norman shall pay COMCD for metered water, in a quantity up to three hundred million (300,000,000) gallons per year at the rate of thirty-six (\$.36) cents per 1000 gallons.

19. Norman acknowledges that MCMA has advised Norman that the requirements of the Internal Revenue Code of 1986 and regulations adopted thereunder (collectively, the "Code") applicable to obligations issued and to be issued by MCMA to finance water facilities must be complied with in order for interest on such obligations to be and remain exempt from Federal income taxation. To ensure and maintain compliance with such Code requirements, MCMA makes the following covenants:

19.1 Norman will not sell any water purchased under this Agreement in any manner that would cause such sale to result in any facility of MCMA being deemed to be used for a private business use under the Code.

19.2 Norman will not resell any water purchased under this Agreement, whether directly or as a part of a sale of water from Norman's water system, to a wholesale purchaser for resale by such purchaser. Norman will only sell water

purchased under this Agreement to its retail customers for ultimate consumption or use.

- 19.3 Norman will not enter into any agreement for water purchased under this Agreement and resold to Norman's retail customers except for arrangements or water sale that is available to the general public at either (i) no charge, or (ii) on the basis of rates that are generally applicable and uniformly applied, it being understood that for this purpose, rates may be treated as generally applicable and uniformly applied even if (x) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (y) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates.
  - 19.4 Norman will not enter into any arrangement for water purchased under this Agreement and resold to Norman's retail customers that conveys priority rights or other preferential benefits or that would obligate any retail customer to make payments that are not contingent on the amount of water purchased by such customer such as take or pay or take and pay contracts.
  - 19.5 In the event such Code requirements, or interpretations thereof, change after the date hereof, any or all of the foregoing may be modified, by notice in writing from MCMA to Norman based on the advice of counsel, to reflect such changes.
  - 19.6 Norman shall confirm to MCMA at least annually by December 31 that it has not sold any water purchased under this Agreement other than in compliance with the foregoing. Nothing contained in this Article shall affect the ability of MCMA to sell water to any customers under any conditions if and to the extent such sales are made solely from resources other than water purchased under this Agreement.
  - 19.7 Norman represents and confirms that the Norman Utilities Authority is a public trust created and existing under the laws of the State of Oklahoma for the benefit of the City of Norman, Oklahoma, and covenants that it will continue to be such a public trust for the term of this Agreement. Norman further represents and confirms that it is exempt and will remain exempt from Federal income taxation for the term of this Agreement and, by virtue of such exemption, has not filed or paid and will not file nor pay any Federal income tax returns for the term of this Agreement.
20. Having considered the potential liabilities that may exist during the performance of the services, the Norman fee for the services and in consideration of the promises contained in this Agreement, MCMA, Norman and COMCD agree to allocate and limit such liabilities in accordance with this Article to the extent permitted by Oklahoma statutes, constitution, and case law.
- 20.1 Consequential Damages. To the extent permitted by Oklahoma statutes, constitution, and case law, MCMA shall not be liable to Norman or COMCD, Norman shall not be liable to MCMA or COMCD, and COMCD shall not be liable to MCMA or Norman for any special, indirect or consequential damages resulting in any way from the performance of this Agreement.

20.2 Remedies and Indemnification for Breach of Tax Covenants. The parties agree that (a) the provisions of Paragraph 19. of this Agreement constitute material terms and conditions of this Agreement; (b) COMCD, the City of Midwest City, and MCMA each has the right to terminate this Agreement by giving thirty (30) days' written notice to Norman in the event the City of Midwest City, MCMA, or COMCD determines, in good faith, that Norman has breached any part of Paragraph 19. of this Agreement; and (c) because of the importance to MCMA of preserving the tax-exempt treatment of the interest on its obligations, determinations by the MCMA, in good faith, as to Norman's compliance with the provisions of Article VI herein shall be conclusive. Notwithstanding the foregoing, Norman agrees to indemnify and hold harmless MCMA for all costs incurred by MCMA, including reasonable fees of counsel and other professionals, with respect to any action required to be taken by MCMA to prevent, defend or settle any threatened, preliminary or final action or investigation by the Internal Revenue Service questioning or attacking the tax-exempt status under the Code of the interest on obligations issued by MCMA arising from any violation by Norman of Article VI herein, except to the extent such violation results from any sale or resale approved in writing by MCMA in its sole discretion. Any provisions contained herein which provide for indemnification shall not apply to the United States in the event that it or one of its agencies becomes a successor in interest to Norman. This Section shall survive the expiration or earlier termination of this Agreement.

20.3 Survival. Upon completion of all obligations and duties provided for in this Agreement or if this Agreement is terminated for any reason, the terms and conditions of this Paragraph 20 and all its subparagraphs shall survive.

21. The initial term of this Agreement shall be for five (5) years commencing on April 1, 2016. The initial term may be renewed for an additional five (5) year term by written agreement of the parties. The foregoing notwithstanding, the provision of Surplus Municipal Water by COMCD to Norman may be terminated for failure to timely pay for such water as provided in this Agreement. This Agreement may be amended or terminated at any time upon the mutual agreement of the parties hereto or their authorized representatives.

22. The terms and provisions of this Agreement for Surplus Municipal Water shall be suspended, and COMCD's duty to sell water and Norman's right to purchase and receive said water shall immediately cease in the event that four (4) or more existing, functioning water wells within the City of Midwest City should cease to function. MCMA shall immediately notify Norman and COMCD, in writing, in the event that four (4) or more of said wells cease to function. In the event that the number of nonfunctioning water wells is reduced to three (3) or less, the terms and provisions of this Agreement shall be reinstated and the duties and rights hereunder shall be again enforceable from the date of said reinstatement.

23. Neither MCMA, COMCD, nor Norman shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to: abnormal weather conditions; unforeseen emergency causing

infrastructure failure; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for anything required to be provided by either MCMA, COMCD, or Norman under this AGREEMENT.

24. Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

25. Norman may request that COMCD and MCMA grant increases in the quantities of water which Norman may purchase under this Agreement on an annual basis from 300 million gallons to up to 500 million gallons.

26. Any communication required by this Agreement shall be made in writing to the addresses specified below:

Norman: Norman Utilities Authority  
Attn: Director of Utilities  
201-C West Gray  
Norman, OK 73070-0370

City of Midwest City Midwest City Municipal Authority and MCMA:  
100 North Midwest Boulevard  
Midwest City, OK 73110  
Attn: Secretary

COMCD: Central Oklahoma Master Conservancy District  
Attn: General Manager  
12500 Alameda Drive  
Norman, OK 73026

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Norman, the City of Midwest City, MCMA and COMCD.

27. Any waiver by the City of Midwest City, MCMA, Norman, or COMCD of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

28. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

29. This Agreement represents the entire and integrated Agreement between Norman, the City of Midwest City, MCMA, and COMCD. Except as otherwise specified herein, this AGREEMENT supersedes all prior and contemporaneous communications, representations, and Agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be changed by written amendment executed by both parties.

30. Nothing in this Agreement supersedes, amends, or abrogates any of the provisions of the Midwest City contract with COMCD or the Norman contract with COMCD.

IN WITNESS WHEREOF, Norman, MCMA, City of Midwest City and COMCD have executed this Agreement.

Approved by Norman this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

NORMAN UTILITIES AUTHORITY

By: \_\_\_\_\_  
Cindy Rosenthal, Chairman

ATTEST:

\_\_\_\_\_  
Brenda Hall, Secretary

REVIEWED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Attorney for Norman Utilities Authority

Approved by MIDWEST CITY this 12<sup>th</sup> day of January, 2016.

MIDWEST CITY MUNICIPAL AUTHORITY

By: \_\_\_\_\_  
Jay Dee Collins, Chairman

ATTEST:

\_\_\_\_\_  
Sara Hancock, Secretary

REVIEWED this 12<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Attorney for Midwest City Municipal Authority



CITY OF MIDWEST CITY

By: \_\_\_\_\_  
Jay Dee Collins, Mayor

ATTEST:

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

REVIEWED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Attorney for City of Midwest City

Approved by COMCD this \_\_\_\_ day of \_\_\_\_\_, 2016.

CENTRAL OKLAHOMA MASTER  
CONSERVANCY DISTRICT

ATTEST:

By: \_\_\_\_\_, President

\_\_\_\_\_, Secretary

REVIEWED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Attorney for COMCD



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: January 26, 2016

SUBJECT: Discussion and consideration of approving and passing an ordinance amending the Midwest City Code, Chapter 28, Offenses – Miscellaneous, by amending Article II, Offenses Against Morals, Section 28-20, Disorderly house; and providing for repealer and severability.

This item has been placed on the agenda at the request of Councilmember McClure. Action is at the Council's discretion.

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

J. Guy Henson, AICP  
City Manager

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES -- MISCELLANEOUS, BY AMENDING ARTICLE II, OFFENSES AGAINST MORALS, SECTION 28-20, DISORDERLY HOUSE; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

**ORDINANCE**

**SECTION 1.** The Midwest City Municipal Code, Chapter 28, Offenses -- Miscellaneous, Article II, Offenses Against Morals, Section 28-20, Disorderly house, is hereby amended to read as follows:

(a) It shall be unlawful for any person to keep, maintain or reside in any ~~d~~Disorderly ~~h~~House or to aid or assist another in keeping, maintaining or residing in such house. It shall also be unlawful for any person to lease or let any property for the purpose of keeping a ~~d~~Disorderly ~~h~~House.

(b)     As used herein the term "~~d~~Disorderly ~~h~~House" shall include any brothel, bawdy house, house of ill fame, gaming house, house of assignation or house or room where persons congregate to unlawfully:

(1)     engage in drinking intoxicating liquors; ~~or non-inonintoxicating liquors;~~

(2)     inhale or ingest any compound, liquid or chemical, salt, isomer and salt of isomer prohibited under the Oklahoma Controlled Dangerous Substances Act, 63 O.S. § 2-204 and § 2-206, not already prohibited under sections 28-130 or 28-131 of this Code, including but not limited to, specific substances prohibited therein and/or defined as opiates, opium derivatives, any level of a hallucinogenic substance, any quantity of substances having a stimulant or depressant effect on the central nervous system, any quantity of a synthetic chemical compound that is a cannabinoid receptor agonist, which may be used or consumed by a person for the purpose of inducing a condition of intoxication, distortion or disturbance of the auditory, visual or mental processes ~~smoking opium or taking or using opium or other narcotic drugs, or any other house or place usually included within the meaning of the term "disorderly house."~~

"Disorderly house" shall also include any property on which three or more Nuisance Violations have occurred within a floating 90-day period which shall begin on the date of a violation. "Nuisance Violation" shall be a felony or a violation of:

(3)     Sec. 28-1. - Aiding in offense.

(4)     Sec. 28-2. - Attempt to commit offense.

(5)     Sec. 28-21. - Gambling

(6)     Sec. 28-22. - Indecent exposure.

(7)     Sec. 28-25. - Public intoxication.

(8)     Sec. 28-26. - Soliciting for illegal purpose.

(9)     Sec. 28-27. - Procurers and pimps.

(10)     Sec. 28-28. - Urination in public.

(11)     Sec. 28-29. - Solicitation of drinks.

(12)     Sec. 28-30. - Obscene material and displaying material harmful to minors.

(13)     Sec. 28-40. - Assault.

(14)     Sec. 28-41. - Assault and battery.

(15)     Sec. 28-42. - Throwing objects at persons prohibited.

(16)     Sec. 28-43. - Obscene, threatening or harassing telephone calls; penalty.

(17)     Sec. 28-54. - Trespass.

(18)     Sec. 28-55. - Squatting on public or private property.

(19)     Sec. 28-56. - Parking on private property without consent.

(20)     Sec. 28-57. - Petit larceny.

- (21) Sec. 28-58. - Malicious injury or destruction of property.
- (22) Sec. 28-59. - Altering, removing or tampering with utility property prohibited.
- (23) Sec. 28-60. - Injuring or molesting automobiles prohibited.
- (24) Sec. 28-61. - Damaging buildings.
- (25) Sec. 28-62. - Damaging letter boxes and posts prohibited.
- (26) Sec. 28-64. - Molesting meter boxes; using meter box key.
- (27) Sec. 28-65. - Damaging hydrants or water pipes prohibited.
- (28) Sec. 28-66. - Damaging public lamps, poles, signs, etc., prohibited.
- (29) Sec. 28-67. - Interfering with water pipes.
- (30) Sec. 28-70. - Concealing lost property.
- (31) Sec. 28-71. - Bringing stolen property into city.
- (32) Sec. 28-74. - Throwing objects at vehicles prohibited.
- (33) Sec. 28-75. - Receiving and/or concealing stolen property.
- (34) Sec. 28-76. - Sleeping in certain places.
- (35) Sec. 28-86. - Resisting or interfering with an officer.
- (36) Sec. 28-86.1. - Eluding a police officer.
- (37) Sec. 28-87. - Impersonating officers.
- (38) Sec. 28-88. - False police calls; tampering with alarm boxes.
- (39) Sec. 28-88.1. - False 911 calls prohibited.
- (40) Sec. 28-90. - Threatening or assaulting officers.
- (41) Sec. 28-90.1. - Disorderly conduct.
- (42) Sec. 28-91. - Obstruction of streets or sidewalks.
- (43) Sec. 28-92. - Fighting.
- (44) Sec. 28-106. - Display of firearms prohibited.
- (45) Sec. 28-107. - Discharge of bows and arrows prohibited; exception.
- (46) Sec. 28-108. - Pointing or discharging firearms, etc.
- (47) Sec. 28-122. - Allowing or encouraging a minor to commit offenses; penalty.
- (48) Sec. 28-123. - Parental responsibility; failure to control; penalty.
- (49) Sec. 28-124. - Commission of a crime in the presence of minors; penalty.
- (50) Sec. 28-125. - Permitting crimes or disorderliness on premises; penalty.
- (51) Sec. 28-127. - Furnishing tobacco products to minors; minors in possession of tobacco products; penalty.
- (52) Sec. 28-128. - Permitting or allowing gatherings where minors are consuming alcohol containing beverages.
- (53) Sec. 28-130. - Possession of dangerous drugs.
- (54) Sec. 28-131. - Possession and sale of certain toxins and other drugs prohibited.
- (55) Sec. 28-132. - Possession or sale of drug related paraphernalia.
- (56) Sec. 28-132.1. - Maintaining a drug house prohibited.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this 26<sup>th</sup> day of January, 2016.

CITY OF MIDWEST CITY, OKLAHOMA

---

JAY DEE COLLINS, Mayor

ATTEST:

---

RHONDA ATKINS, City Clerk

APPROVED as to form and legality this 26<sup>th</sup> day of January, 2016.

---

KATHERINE BOLLES, City Attorney

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

**AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES -- MISCELLANEOUS, BY AMENDING ARTICLE II, OFFENSES AGAINST MORALS, SECTION 28-20, DISORDERLY HOUSE; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

**ORDINANCE**

**SECTION 1.** The Midwest City Municipal Code, Chapter 28, Offenses -- Miscellaneous, Article II, Offenses Against Morals, Section 28-20, Disorderly house, is hereby amended to read as follows:

(a) It shall be unlawful for any person to keep, maintain or reside in any Disorderly House or to aid or assist another in keeping, maintaining or residing in such house. It shall also be unlawful for any person to lease or let any property for the purpose of keeping a Disorderly House.

(b) As used herein the term "Disorderly House" shall include any brothel, bawdy house, house of ill fame, gaming house, house of assignation or house or room where persons congregate to unlawfully:

- (1) engage in drinking intoxicating liquors or non-inonintoxicating liquors;
- (2) inhale or ingest any compound, liquid or chemical, salt, isomer and salt of isomer prohibited under the Oklahoma Controlled Dangerous Substances Act, 63 O.S. § 2-204 and § 2-206, not already prohibited under [sections 28-130](#) or 28-131 of this Code, including but not limited to, specific substances prohibited therein and/or defined as opiates, opium derivatives, any level of a hallucinogenic substance, any quantity of substances having a stimulant or depressant effect on the central nervous system, any quantity of a synthetic chemical compound that is a cannabinoid receptor agonist, which may be used or consumed by a person for the purpose of inducing a condition of intoxication, distortion or disturbance of the auditory, visual or mental processes.

“Disorderly house” shall also include any property on which three or more Nuisance Violations have occurred within a floating 90-day period which shall begin on the date of a violation. “Nuisance Violation” shall be a felony or a violation of:

- (3) Sec. 28-1. - Aiding in offense.
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- (5) Sec. 28-21. - Gambling
- (6) Sec. 28-22. - Indecent exposure.
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- (9) Sec. 28-27. - Procurers and pimps.
- (10) Sec. 28-28. - Urination in public.
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- (13) Sec. 28-40. - Assault.
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- (19) Sec. 28-56. - Parking on private property without consent.
- (20) Sec. 28-57. - Petit larceny.
- (21) Sec. 28-58. - Malicious injury or destruction of property.
- (22) Sec. 28-59. - Altering, removing or tampering with utility property prohibited.
- (23) Sec. 28-60. - Injuring or molesting automobiles prohibited.
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- (25) Sec. 28-62. - Damaging letter boxes and posts prohibited.
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- (27) Sec. 28-65. - Damaging hydrants or water pipes prohibited.
- (28) Sec. 28-66. - Damaging public lamps, poles, signs, etc., prohibited.
- (29) Sec. 28-67. - Interfering with water pipes.
- (30) Sec. 28-70. - Concealing lost property.
- (31) Sec. 28-71. - Bringing stolen property into city.
- (32) Sec. 28-74. - Throwing objects at vehicles prohibited.
- (33) Sec. 28-75. - Receiving and/or concealing stolen property.
- (34) Sec. 28-76. - Sleeping in certain places.
- (35) Sec. 28-86. - Resisting or interfering with an officer.
- (36) Sec. 28-86.1. - Eluding a police officer.
- (37) Sec. 28-87. - Impersonating officers.
- (38) Sec. 28-88. - False police calls; tampering with alarm boxes.
- (39) Sec. 28-88.1. - False 911 calls prohibited.
- (40) Sec. 28-90. - Threatening or assaulting officers.
- (41) Sec. 28-90.1. - Disorderly conduct.
- (42) Sec. 28-91. - Obstruction of streets or sidewalks.
- (43) Sec. 28-92. - Fighting.
- (44) Sec. 28-106. - Display of firearms prohibited.
- (45) Sec. 28-107. - Discharge of bows and arrows prohibited; exception.
- (46) Sec. 28-108. - Pointing or discharging firearms, etc.
- (47) Sec. 28-122. - Allowing or encouraging a minor to commit offenses; penalty.
- (48) Sec. 28-123. - Parental responsibility; failure to control; penalty.
- (49) Sec. 28-124. - Commission of a crime in the presence of minors; penalty.
- (50) Sec. 28-125. - Permitting crimes or disorderliness on premises; penalty.
- (51) Sec. 28-127. - Furnishing tobacco products to minors; minors in possession of tobacco products; penalty.
- (52) Sec. 28-128. - Permitting or allowing gatherings where minors are consuming alcohol containing beverages.
- (53) Sec. 28-130. - Possession of dangerous drugs.
- (54) Sec. 28-131. - Possession and sale of certain toxins and other drugs prohibited.
- (55) Sec. 28-132. - Possession or sale of drug related paraphernalia.
- (56) Sec. 28-132.1. - Maintaining a drug house prohibited.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this 26<sup>th</sup> day of January, 2016.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
JAY DEE COLLINS, Mayor

ATTEST:

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

APPROVED as to form and legality this 26<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
KATHERINE BOLLES, City Attorney





NEW BUSINESS/  
PUBLIC DISCUSSION





FURTHER INFORMATION



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

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

**January 5, 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 January 5, 2016 at 7:00 p.m., with the following members present:

Commissioners present:	Jess Huskey, Presiding Commissioner Russell Smith Sean Reed Turner Mann
Commissioners absent:	Floyd Wicker, Chairman Stan Greil, Vice Chairman Dean Hinton
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 Presiding Chairman Huskey at 7:03 p.m.

### **A. MINUTES:**

A motion was made by Smith, seconded by Reed, to approve the minutes of the December 1, 2015 Planning Commission meeting as presented. Voting aye: Huskey, Mann, Reed and Smith. Nay: none. Absent: Wicker, Greil and Hinton. Motion carried.

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

- 1. (PC-1858) Discussion and consideration of approval of the Oakwood Landing Preliminary Plat for the property described as a tract of land lying in the NE/4 of Section 31, T-12-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma, addressed as 10850 NE 10<sup>th</sup> St.**

Staff members presented a brief overview of this item. Max Morris of Crafton-Tull, 214 E. Main St., Oklahoma City, was present representing the owner of the property. There was general discussion about this item. A motion was made by Smith, seconded by Reed, to recommend approval of this

item subject to all staff comments as noted in PC-1858. Voting aye: Huskey, Mann, Reed and Smith. Nay: none. Absent: Wicker, Greil and Hinton. Motion carried.

**2. (PC-1861) Discussion and consideration of an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code, by amending Section 5.2.3 Fencing and Screening, and adding subparagraph (C) to Section 5.2.3, Fencing and Screening; and providing for repealer and severability.**

Staff members presented a brief overview of this ordinance update. There was general discussion regarding this item. A motion was made by Smith, seconded by Reed, to recommend approval of the proposed ordinance update. Voting aye: Huskey, Mann, Reed and Smith. Nay: none. Absent: Wicker, Greil and Hinton. Motion carried.

**3. (PC-1862) Discussion and consideration of the proposed Final Plat of Sundance Section 5, a proposed single-family residential development for the property described as a part of the NE/4 of Section 9, T-11-N, R-1-W.**

Staff members presented a brief overview of this item. Chris Anderson of SMC, 815 W. Main St., Oklahoma City, was present on behalf of the owner of the property. There was general discussion about this item. A motion was made by Smith, seconded by Mann, to recommend approval of the Final Plat of Sundance Section 5 subject to all staff comments. Voting aye: Huskey, Mann, Reed and Smith. Nay: none. Absent: Wicker, Greil and Hinton. Motion carried.

**C. COMMISSION DISCUSSION:** There was general discussion about new developments throughout the city.

**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 Reed, seconded by Smith. Voting aye: Huskey, Mann, Reed and Smith. Nay: none. Absent: Wicker, Greil and Hinton. Motion carried.

The meeting adjourned at 7:26 p.m.

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Jess Huskey, Presiding Chairman  
(KG)



MUNICIPAL AUTHORITY

AGENDA



## **MIDWEST CITY MUNICIPAL AUTHORITY AGENDA**

Midwest City Council Chambers, 100 N. Midwest Boulevard

January 26, 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 meetings of December 8, 2015, and the special meeting of January 12, 2016, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of renewing the Cityworks License Agreement contract, without modification, for FY 2016-17 with Azteca Systems, Inc. a Utah corporation, in the amount of \$60,000.00. (Environmental Services - W. Janacek)
  3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending December 31, 2015. (City Manager - T. Lyon).
  4. Discussion and consideration of declaring surplus one 81" x 55.5" x 24" two-sided display stand with a stretch poster on one side and a large mirrored 3D graphic on the other side, and authorizing its disposal by public auction. (City Manager - T. Lyon).
- C. DISCUSSION ITEM.
1. Discussion and consideration of approving and entering into a five-year Agreement for Purchase of Surplus Municipal Water with the Norman Utilities Authority, the City of Midwest City and the Central Oklahoma Master Conservancy District to sell Norman up to 300 million gallons of Midwest City's surplus municipal water at the rate of \$0.36 per 1,000 gallons. (Environmental Services - W. Janacek)
- D. NEW BUSINESS/PUBLIC DISCUSSION.
- E. 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**

January 12, 2016 – 6:00 p.m.

This meeting was held in the Midwest City Council Conference Room on the second floor of the City Hall of Midwest City, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Jay Dee Collins; Trustees Daniel McClure Jr., Rick Dawkins, James L. Ray, and Christine Allen; and Secretary Rhonda Atkins. Absent: Richard R. Rice and Jeff Moore.

Chairman Collins called the meeting to order at 6:53 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for January 12, 2016.** The Trustees had no questions about any of the items on the agenda.

Chairman Collins closed the meeting at 6:55 p.m.

ATTEST:

\_\_\_\_\_  
JAY DEE COLLINS, Chairman

\_\_\_\_\_  
RHONDA ATKINS, Secretary

\_\_\_\_\_  
DANIEL MCCLURE JR., Trustee

\_\_\_\_\_  
RICHARD R. RICE, Trustee

\_\_\_\_\_  
RICK DAWKINS, Trustee

\_\_\_\_\_  
JAMES L. RAY, Trustee

\_\_\_\_\_  
CHRISTINE C. PRICE ALLEN, Trustee

\_\_\_\_\_  
JEFF MOORE, Trustee

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**

January 12, 2016 - 7:01 p.m.

This meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Jay Dee Collins; Trustees Daniel McClure Jr., Rick Dawkins, James L. Ray, and Christine Allen; and Secretary Rhonda Atkins. Absent: Richard R. Rice and Jeff Moore. Chairman Collins called the meeting to order at 7:26 p.m.

**Consent Agenda.** Motion was made by Dawkins, seconded by Allen, 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 December 8, 2015, and the special meeting of December 18, 2015, as submitted.**
2. **Discussion and consideration of awarding a bid and entering into a contract to purchase Biosolids Drying and Thickening Polymer from Fort Bend Services Inc., Stafford, Texas.**
3. **Discussion and consideration of accepting the attached report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending November 30, 2015.**
4. **Discussion and consideration of declaring the various items of property on the attached list surplus and authorizing their disposal by public auction.**

Voting aye: McClure, Dawkins, Ray, and Allen, and Mayor Collins. Nay: none. Absent: Rice and Moore. Motion carried.

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

**Adjournment.** There being no further business, motion was made by McClure, seconded by Dawkins, to adjourn. Voting aye: McClure, Dawkins, Ray, and Allen, and Mayor Collins. Nay: none. Absent: Rice and Moore. Motion carried. The meeting adjourned at 7:27 p.m.

ATTEST:

\_\_\_\_\_  
JAY DEE COLLINS, Chairman

\_\_\_\_\_  
RHONDA ATKINS, Secretary

\_\_\_\_\_  
DANIEL MCCLURE JR., Trustee

\_\_\_\_\_  
RICHARD R. RICE, Trustee

\_\_\_\_\_  
RICK DAWKINS, Trustee

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JAMES L. RAY, Trustee

\_\_\_\_\_  
CHRISTINE C. PRICE ALLEN, Trustee

\_\_\_\_\_  
JEFF MOORE, Trustee



**Public Works Administration**

8730 S.E. 15th Street  
Midwest City, OK 73110

office 405.739.1066

fax 405.739.1090

TDD 405.739.1359

**MEMO**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: William J. Janacek, Environmental Services Director

DATE: January 26, 2016

SUBJECT: Discussion and consideration of renewing the Cityworks License Agreement contract, without modification, for FY 2016-17 with Azteca Systems, Inc. a Utah corporation in the amount of \$60,000.00.

Azteca Systems has agreed to renew the Cityworks License Agreement, without modification for FY 2016-17 renewal period: 02-01-2016 to 01-30-2017 in the amount of \$60,000.00. In FY 2015-16, \$60,000.00 was encumbered with Azteca Systems for Cityworks software license agreement.

Staff recommends approval.

*William J. Janacek*

**William J. Janacek**  
**Director of Environmental Services**

**Attachment: Renewal Agreement Letters**

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**AMENDMENT # 1  
TO THE  
CITYWORKS®  
LICENSE AGREEMENT**

By accepting this agreement, both parties agree to amend the Cityworks License Agreement between the **Midwest City Municipal Authority** (Licensee) and Azteca Systems, Inc. dated **02/02/2011**, which is incorporated herein by reference, to include the terms of the Master Software License except as modified herein. Through this amendment, Azteca Systems and the Licensee have agreed to amend the terms of the Software license agreement as set forth herein below.

WHEREAS, Azteca Systems and Licensee entered into a Software License agreement on or about the 15<sup>th</sup> day December 2014.

WHEREAS, the Software License Agreement and the Addendums thereto, provide to Licensee certain software provided by Azteca Systems and also provide maintenance and support by Azteca and the payment of fees by Licensee, as set forth in the Software License Agreement,

WHEREAS, the Parties desire to amend the License agreement to modify the software licensed, the maintenance, support, and fees to be paid;

WHEREAS, the Parties are willing to amend the Software License Agreement on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this Amendment, Azteca Systems and Licensee agree as follows:

**Addendum #1 of the Software License Agreement, "Licensed Software," is hereby amended to read as follows:**

**Licensed Software: NO CHANGE**

**An Enterprise-wide ELA – Server AMS, Desktop, Anywhere, Storeroom, Equipment Manager, Service Request Web Service API, Micropaver Interface, and CCTV Interface. Included applications can be installed on any number of computers throughout the Enterprise or Department and have unlimited simultaneous use.**

**Addendum # 2, Paragraph 7 of the Agreement, "IDENTIFICATION AND AMOUNTS," is hereby amended as follows:**

- 7.1. **Licensee Information** -- shall remain the same
- 7.2. **Delivery Date/Effective Date** – the Effective date of this amendment is the date signed by Licensee below
- 7.3. **Schedule of payments and fees under Maintenance Agreement** -- as follows:

**Renewal period: 02/01/2016 to 01/30/2017 - \$60,000.00**

All other terms of the License Agreement except as specifically modified by this Amendment shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

Midwest City Municipal Authority  
(Licensee)

By: \_\_\_\_\_  
Authorized Signature


Printed Name: Jay Dee Collins

Title: Mayor

Date: 01/26/2016

Azteca Systems, Inc.

(Azteca)

By:   
Authorized Signature

Printed Name: Brian L. Haslam

Title: President

Date: 01, 26, 2016



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: January 26, 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 December 31, 2015.

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

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

*Tim L. Lyon*

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Tim Lyon  
Assistant City Manager

Attachment (1)



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

<b>Fiscal Year 2014-2015</b>	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
<b>Revenue</b>												
Budgeted (MTD)	511,446	542,630	475,331	553,313	501,325	<b>400,218</b>						
Actual (MTD)	470,372	524,186	429,186	589,573	468,516	<b>365,039</b>						
Budgeted (YTD)	511,446	1,054,076	1,529,607	2,082,920	2,726,550	<b>3,126,768</b>						
Actual (YTD)	470,372	994,558	1,423,743	2,013,317	2,481,832	<b>2,846,871</b>						
<b>Expenses</b>												
Budgeted (MTD)	498,201	515,509	482,411	518,740	499,060	<b>475,321</b>						
Actual (MTD)	481,222	496,660	484,921	546,148	466,838	<b>471,665</b>						
Budgeted (YTD)	498,201	1,013,710	1,496,121	2,014,861	2,575,082	<b>3,050,403</b>						
Actual (YTD)	481,222	977,882	1,462,804	2,008,952	2,475,790	<b>2,947,455</b>						
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	13,245	27,121	(6,880)	34,573	2,184	<b>(75,103)</b>						
Actual (MTD)	(10,850)	27,525	(55,736)	43,425	1,678	<b>(106,626)</b>						
Budgeted (YTD)	13,245	40,366	33,486	68,059	151,468	<b>76,365</b>						
Actual (YTD)	(10,850)	16,675	(39,060)	4,364	6,042	<b>(100,584)</b>						
<b>Key Indicators</b>												
Hotel Room Revenue	274,825	272,844	220,001	271,706	257,751	<b>148,603</b>						
Food and Banquet Revenue	182,083	221,092	168,116	260,610	190,761	<b>189,019</b>						

<b>Fiscal Year 2013-2014</b>	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
<b>Revenue</b>												
Budgeted (MTD)	530,586	461,539	456,591	552,066	437,376	392,008	390,874	552,272	683,157	627,027	499,546	<b>610,751</b>
Actual (MTD)	523,271	492,224	442,209	675,383	519,454	387,918	367,576	466,720	623,489	681,880	548,348	<b>535,058</b>
Budgeted (YTD)	530,586	992,125	1,448,716	2,000,782	2,438,158	2,830,166	3,221,040	3,773,312	4,456,469	5,083,496	5,583,042	<b>6,193,793</b>
Actual (YTD)	523,271	1,015,795	1,457,704	2,133,087	2,652,541	3,040,459	3,408,036	3,874,756	4,498,244	5,180,124	5,728,472	<b>6,263,530</b>
<b>Expenses</b>												
Budgeted (MTD)	498,982	468,917	456,841	498,789	443,257	439,792	425,615	498,297	557,904	541,186	462,275	<b>520,780</b>
Actual (MTD)	477,251	505,308	455,165	579,644	508,349	488,691	440,709	432,486	500,040	612,876	502,125	<b>558,155</b>
Budgeted (YTD)	498,982	967,899	1,424,740	1,923,529	2,366,786	2,806,578	3,232,193	3,730,490	4,288,394	4,829,580	5,291,855	<b>5,812,635</b>
Actual (YTD)	477,251	982,559	1,437,724	2,017,368	2,525,717	3,014,408	3,455,117	3,887,602	4,387,643	5,000,519	5,502,644	<b>6,060,799</b>
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	31,604	(7,378)	(250)	53,277	(5,881)	(47,784)	(34,741)	53,975	125,253	85,841	37,271	<b>89,971</b>
Actual (MTD)	46,020	(13,084)	(12,956)	95,739	11,105	(100,773)	(73,132)	34,234	123,448	69,003	46,224	<b>(23,097)</b>
Budgeted (YTD)	31,604	24,226	23,976	77,253	71,372	23,588	(11,153)	42,822	168,075	253,946	291,187	<b>381,158</b>
Actual (YTD)	46,020	32,935	19,980	115,719	126,824	26,051	(47,081)	(12,847)	110,601	179,605	282,065	<b>202,732</b>



**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: January 21, 2016

SUBJECT: Discussion and consideration of declaring surplus one 81" x 55.5" x 24" two-sided display stand with a stretch poster on one side and a large mirrored 3D graphic on the other side, and authorizing its disposal by public auction.

The item identified is property that the Sheraton Reed Center no longer needs or uses. It has been removed from service. Staff recommends that this item be declared surplus and be disposed of by public auction.

Auction services are provided to the Authority by:

1. [www.ebay.com](http://www.ebay.com)
2. [www.govdeals.com](http://www.govdeals.com)
3. [www.publicsurplus.com](http://www.publicsurplus.com)

*Tim L. Lyon*

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Tim Lyon, Assistant City Manager

Attachment (photo)







DISCUSSION ITEM





**Environmental Services Director**  
8730 S.E. 15th Street  
Midwest City, OK 73110  
office 405.739.1062

## **Memo**

To: Honorable Chairman and Trustees  
Midwest City Municipal Authority

From: William J. Janacek, Environmental Services Director

Date: January 26, 2016

RE: Discussion and consideration of approving and entering into a five-year Agreement for Purchase of Surplus Municipal Water with the Norman Utilities Authority, the City of Midwest City and the Central Oklahoma Master Conservancy District to sell Norman up to 300 million gallons of Midwest City's surplus municipal water at the rate of \$0.36 per 1,000 gallons.

The City of Norman has formally requested that the Central Oklahoma Master Conservancy District (COMCD), with Midwest City's concurrence, coordinate the selling of a portion of Midwest City's unused allocation of COMCD's surplus municipal water to Norman. They are requesting this contract be similar to the contract Norman entered into with the City of Del City in 2013, where Del City contracted with Norman to sell up to 300 million gallons of raw water allocation at the rate of \$0.33 per one thousand gallons, on a yearly basis. There are provisions set in their contract for any emergency where Del City might lose some of their water wells.

Their request of Midwest City is for the same \$0.33 per one thousand gallons, for a total not to exceed 500 million gallons per year. After evaluating our water consumption reports for the last 15 years, I would recommend a contract for a maximum amount of 300 million gallons at the current rate of \$0.36 per 1000 gallons as outlined in my attached memo. They are also open to a provision in the contract, if preferred, that stipulates access to COMCD's surplus municipal water as primarily from Del City's unused portion and then secondarily from Midwest City's unused portion for payment purposes.

Staff recommends approval.

*William J. Janacek*

**William J. Janacek**  
**Director of Environmental Services**



# The City of NORMAN

201 West Gray • P.O. Box 370  
Norman, Oklahoma 73069 • 73070

CITY MANAGER'S OFFICE  
Phone: 405-366-5402

September 22, 2015

Randy Worden, General Manager  
Central Oklahoma Master Conservancy District (COMCD)  
12500 Alameda Drive  
Norman, OK 73026  
[rworden@comcd.net](mailto:rworden@comcd.net)

City Manager Guy Henson  
City of Midwest City  
100 N. Midwest Blvd  
Midwest City, OK 73110  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)

City Manager Mark Edwards  
City of Del City  
3701 SE 15 Street  
Del City, Oklahoma 73115  
[medwards@cityofdelcity.com](mailto:medwards@cityofdelcity.com)

RE: Surplus Municipal Water

Gentlemen:

The City of Norman has been notified of COMCD's Petition for Amendments to Schedule of Use ("Petition") filed with the OWRB to secure 21,600 acre feet per year of water supply from Lake Thunderbird for the next fifty (50) years. This request for the maximum term, rather than the minimum seven (7) years term represents a change in approach for COMCD than what has been followed in the past. In reviewing the application, it is clear that the data presented to support the application necessarily relies heavily on Norman's growth patterns. As stated in Paragraph 15 of the Petition, the future growth of Norman alone is expected to require the use of all the rest of COMCD's allocated water. This approach in the Petition certainly makes sense as an expression of COMCD's willingness to manage its water allocation in such a way that will address the factually supported water needs of all three member cities. To the extent COMCD's approach to allocation of water resources does not address member cities' documented supply needs, such an application as submitted to OWRB may be more difficult to justify.

As you may be aware, the City of Norman's 2060 Strategic Water Supply Plan (the "Plan") is a long-range water plan which evaluated long term water needs for Norman and sources of water supply to fulfill both current and future needs. The Plan recommended an expansion of



the ground water supply system, as well as expanded piping to allow blending of wells that currently do not meet EPA guidelines, to help address current capacity needs. Norman voters approved a water rate increase this past January to fund this expansion as well as significant improvements to our water treatment disinfection facilities required by current regulations.

Although Norman is working towards the goal of the Plan to get two additional wells online each year beginning in 2018, we've lost five other wells in the short term. These wells no longer meet the EPA limits for arsenic and gross alpha particles because of overworking our existing well supply to meet demand. Identification of additional water to solidify our supply to meet the needs of Norman citizens is critical.

To help solidify a supply source to meet the needs of Norman citizens, Norman would like to request that COMCD, with Midwest City's concurrence, commit to sell a portion of Midwest City's unused allocation of COMCD's Surplus Municipal Water to Norman. As you know, in 2013 Del City and COMCD agreed to sell Norman up to 300 million gallons of Surplus Municipal Water on an annual basis at a rate of \$0.33 per 1,000 gallons. We would like to pursue similar terms with Midwest City and are formally requesting that COMCD and Midwest City enter into a similar agreement with Norman for the purchase of up to an additional 500 million gallons of Surplus Municipal Water on an annual basis at the same rate we are paying for Del City's unused portion of Surplus Municipal Water. If preferred, Norman would also be open to a provision that recognizes access to COMCD's Surplus Municipal Water as primarily from Del City's unused portion and then secondarily from Midwest City's unused portion for payment purposes.

Norman is working diligently to solidify its water supply needs for its citizens. New well development in accordance with the 2060 Strategic Water Supply Plan is ongoing. Solidifying the availability to Norman of Midwest City's unused allocation of COMCD Surplus Municipal Water in a similar fashion that Del City's unused allocation was made available to Norman will not only help Norman solidify water supply sources for its citizens, but such a strategy will also further illustrate the importance of balancing all COMCD member cities' needs as a method to justify the continuing allocation of the full 21,600 acre feet of Lake Thunderbird water supply to COMCD for equitable use by its member cities according to their needs. The cooperative partnership between the three member cities is critical to the success of COMCD. We appreciate your consideration of this matter and look forward to your response.

Sincerely,



Steve Lewis  
City Manager

cc: Jeff Bryant, City Attorney  
Ken Komiske, Director of Utilities  
Mike Wofford, Counsel for COMCD

## **AGREEMENT FOR PURCHASE OF SURPLUS MUNICIPAL WATER**

This AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the parties, being Norman Utilities Authority of the City of Norman, Oklahoma, a public trust for the benefit of the City of Norman, Oklahoma, (hereinafter referred to as “Norman”), the Midwest City Municipal Authority, a public trust for the benefit of the City of Midwest City, Oklahoma (hereinafter referred to as “MCMA”), as assignee of the Midwest City Utilities Authority; the City of Midwest City, Oklahoma (“City of Midwest City”); and Central Oklahoma Master Conservancy District, a master conservancy district organized under the laws of Oklahoma (hereinafter referred to as “COMCD”).

The parties agree as follows:

1. The City of Midwest City, Oklahoma and MCMA are parties to a certain Contract with the Central Oklahoma Master Conservancy District, dated November 13, 1961 and extended on June 5, 1995, as amended, for a City of Midwest City water supply (“the Midwest City contract”), under the terms and provisions of which the City of Midwest City and the MCMA are entitled to purchase a certain specified allocation of water from COMCD.

2. The City of Norman, Oklahoma and the Norman Utilities Authority are parties to a certain Contract with COMCD, dated September 5, 1961 and similarly extended, as amended, for the Norman water supply (“the Norman Contract”), under the terms and provisions which Norman is entitled to purchase a certain specified allocation of water from COMCD.

3. Norman anticipates, based upon past and current water demand and actual usage, that, in the near future, it will need more than the specified allocation of water available to Norman under said Contract with the COMCD, as amended, and that Norman desires to purchase Surplus Municipal Water (as referenced in Section 8. in both the Norman contract and the Midwest City contract) from COMCD, to help meet the needs and demands of Norman in the future.

4. MCMA and the City of Midwest City are willing to allow COMCD to provide to Norman, at a mutually agreed upon price, some of the Surplus Municipal Water which MCMA is otherwise entitled to purchase under the Midwest City contract.

5. Norman will pay COMCD for such Surplus Municipal Water.

6. Section 8. of the Midwest City contract and the Norman contract provides that when Surplus Municipal Water is available, COMCD may dispose of such current surplus on whatever terms it can arrange.

7. Net revenues from the sale of Surplus Municipal Water to Norman by COMCD, that was from amounts allocated to the City of Midwest City and MCMA, shall be credited on the next payment or payments due to be paid by the City of Midwest City and MCMA to COMCD.

8. MCMA and the City of Midwest City shall retain all allocations and rights to all water which they have possessed immediately prior to the execution of this Agreement, and Norman agrees not to seek or accept any rights to water as a result of the City of Midwest City and MCMA making Surplus Municipal Water available to Norman under this Agreement.

9. The effective date of this Agreement shall be the 1st day of April, 2016.
10. COMCD will sell to Norman up to three hundred million gallons of Surplus Municipal Water per year from the Midwest City/MCMA contract allocation under its COMCD Contract at the commercial billing rate set forth in Paragraph 18 of this Agreement.
11. MCMA agrees to notify Norman, in writing, as soon as practically possible, of any water rationing program implemented by the MCMA or the City of Midwest City.
12. Norman will notify COMCD and MCMA, in writing, within five (5) days of the date that Norman exceeds its allocation under the COMCD contract.
13. Norman will install all equipment required by local, state, and federal laws for the Norman water lines to, among other things, ensure raw water is being distributed and to monitor and reasonably repair any water line breaks.
14. Norman agrees that its water usage shall be subject to a water rationing program at least as stringent as the MCMA or the City of Midwest City, Oklahoma water rationing program should one be implemented at a time when Norman is utilizing water from the MCMA allocation during the contract term.
15. COMCD will prepare accurate billing statements at the conclusion of each water year (ending September 30 of each year) quantifying the amount of water purchased by Norman in accordance with Paragraph 18. herein and charging Norman the rate for such water set forth in Paragraph 18 below. Norman will pay to COMCD the amount stated in the billing statements sent by COMCD to Norman for the sale of such Surplus Municipal Water to Norman within thirty (30) days of the receipt of each such billing statement by Norman.
16. COMCD will receive the payments from Norman for the water Norman receives over its allocation under the COMCD contract and, to the extent such water received by Norman is within the amount of Surplus Municipal Water specified in Paragraph 18. of this Agreement, shall credit such payments to MCMA.
17. The Parties agree that the determination of Norman's purchase of water from COMCD under this Agreement will be based on COMCD's records of Norman's total receipt of water for the water year, minus Norman's allocation amount under the Norman contract with COMCD.
18. COMCD will sell to Norman, and Norman shall pay COMCD for metered water, in a quantity up to three hundred million (300,000,000) gallons per year at the date of thirty-six (\$.36) cents per 1000 gallons.
19. Norman acknowledges that MCMA has advised Norman that the requirements of the Internal Revenue Code of 1986 and regulations adopted thereunder (collectively, the "Code") applicable to obligations issued and to be issued by MCMA to finance water facilities must be complied with in order for interest on such obligations to be and remain exempt from Federal income taxation. To ensure and maintain compliance with such Code requirements, MCMA makes the following covenants:
  - 19.1 Norman will not sell any water purchased under this Agreement in any manner that would cause such sale to result in any facility of MCMA being deemed to be used for a private business use under the Code.

- 19.2 Norman will not resell any water purchased under this Agreement, whether directly or as a part of a sale of water from Norman's water system, to a wholesale purchaser for resale by such purchaser. Norman will only sell water purchased under this Agreement to its retail customers for ultimate consumption or use.
- 19.3 Norman will not enter into any agreement for water purchased under this Agreement and resold to Norman's retail customers except for arrangements or water sale that is available to the general public at either (i) no charge, or (ii) on the basis of rates that are generally applicable and uniformly applied, it being understood that for this purpose, rates may be treated as generally applicable and uniformly applied even if (x) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (y) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates.
- 19.4 Norman will not enter into any arrangement for water purchased under this Agreement and resold to Norman's retail customers that conveys priority rights or other preferential benefits or that would obligate any retail customer to make payments that are not contingent on the amount of water purchased by such customer such as take or pay or take and pay contracts.
- 19.5 In the event such Code requirements, or interpretations thereof, change after the date hereof, any or all of the foregoing may be modified, by notice in writing from MCMA to Norman based on the advice of counsel, to reflect such changes.
- 19.6 Norman shall confirm to MCMA at least annually by December 31 that it has not sold any water purchased under this Agreement other than in compliance with the foregoing. Nothing contained in this Article shall affect the ability of MCMA to sell water to any customers under any conditions if and to the extent such sales are made solely from resources other than water purchased under this Agreement.
- 19.7 Norman represents and confirms that the Norman Utilities Authority is a public trust created and existing under the laws of the State of Oklahoma for the benefit of the City of Norman, Oklahoma, and covenants that it will continue to be such a public trust for the term of this Agreement. Norman further represents and confirms that it is exempt and will remain exempt from Federal income taxation for the term of this Agreement and, by virtue of such exemption, has not filed or paid and will not file nor pay any Federal income tax returns for the term of this Agreement.
20. Having considered the potential liabilities that may exist during the performance of the services, the Norman fee for the services and in consideration of the promises contained in this Agreement, MCMA, Norman and COMCD agree to allocate and limit such liabilities in accordance with this Article to the extent permitted by Oklahoma statutes, constitution, and case law.

- 20.1 Consequential Damages. To the extent permitted by Oklahoma statutes, constitution, and case law, MCMA shall not be liable to Norman or COMCD, Norman shall not be liable to MCMA or COMCD, and COMCD shall not be liable to MCMA or Norman for any special, indirect or consequential damages resulting in any way from the performance of this Agreement.
- 20.2 Remedies and Indemnification for Breach of Tax Covenants. The parties agree that (a) the provisions of Paragraph 19. of this Agreement constitute material terms and conditions of this Agreement; (b) COMCD, the City of Midwest City, and MCMA each has the right to terminate this Agreement by giving thirty (30) days' written notice to Norman in the event the City of Midwest City, MCMA, or COMCD determines, in good faith, that Norman has breached any part of Paragraph 19. of this Agreement; and (c) because of the importance to MCMA of preserving the tax-exempt treatment of the interest on its obligations, determinations by the MCMA, in good faith, as to Norman's compliance with the provisions of Article VI herein shall be conclusive. Notwithstanding the foregoing, Norman agrees to indemnify and hold harmless MCMA for all costs incurred by MCMA, including reasonable fees of counsel and other professionals, with respect to any action required to be taken by MCMA to prevent, defend or settle any threatened, preliminary or final action or investigation by the Internal Revenue Service questioning or attacking the tax-exempt status under the Code of the interest on obligations issued by MCMA arising from any violation by Norman of Article VI herein, except to the extent such violation results from any sale or resale approved in writing by MCMA in its sole discretion. Any provisions contained herein which provide for indemnification shall not apply to the United States in the event that it or one of its agencies becomes a successor in interest to Norman. This Section shall survive the expiration or earlier termination of this Agreement.
- 20.3 Survival. Upon completion of all obligations and duties provided for in this Agreement or if this Agreement is terminated for any reason, the terms and conditions of this Paragraph 20 and all its subparagraphs shall survive.

21. The initial term of this Agreement shall be for five (5) years commencing on April 1, 2016. The initial term may be renewed for an additional five (5) year term by written agreement of the parties. The foregoing notwithstanding, the provision of Surplus Municipal Water by COMCD to Norman may be terminated for failure to timely pay for such water as provided in this Agreement. This Agreement may be amended or terminated at any time upon the mutual agreement of the parties hereto or their authorized representatives.

22. The terms and provisions of this Agreement for Surplus Municipal Water shall be suspended, and COMCD's duty to sell water and Norman's right to purchase and receive said water shall immediately cease in the event that four (4) or more existing, functioning water wells within the City of Midwest City should cease to function. MCMA shall immediately notify Norman and COMCD, in writing, in the event that four (4) or more of said wells cease to function. In the event that the number of nonfunctioning water wells is reduced to three (3) or

less, the terms and provisions of this Agreement shall be reinstated and the duties and rights hereunder shall be again enforceable from the date of said reinstatement.

23. Neither MCMA, COMCD, nor Norman shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to: abnormal weather conditions; unforeseen emergency causing infrastructure failure; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for anything required to be provided by either MCMA, COMCD, or Norman under this AGREEMENT.

24. Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

25. Norman may request that COMCD and MCMA grant increases in the quantities of water which Norman may purchase under this Agreement on an annual basis from 300 million gallons to up to 500 million gallons.

26. Any communication required by this Agreement shall be made in writing to the addresses specified below:

Norman: Norman Utilities Authority  
Attn: Director of Utilities  
201-C West Gray  
Norman, OK 73070-0370

City of Midwest City and MCMA: Midwest City Municipal Authority  
100 North Midwest Boulevard  
Midwest City, OK 73110  
Attn: Secretary

COMCD: Central Oklahoma Master Conservancy District  
Attn: General Manager  
12500 Alameda Drive  
Norman, OK 73026

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Norman, the City of Midwest City, MCMA and COMCD.

27. Any waiver by the City of Midwest City, MCMA, Norman, or COMCD of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

28. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in

no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

29. This Agreement represents the entire and integrated Agreement between Norman, the City of Midwest City, MCMA, and COMCD. Except as otherwise specified herein, this AGREEMENT supersedes all prior and contemporaneous communications, representations, and Agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may only be changed by written amendment executed by both parties.

30. Nothing in this Agreement supersedes, amends, or abrogates any of the provisions of the Midwest City contract with COMCD or the Norman contract with COMCD.

IN WITNESS WHEREOF, Norman, MCMA, City of Midwest City and COMCD have executed this Agreement.

Approved by Norman this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

NORMAN UTILITIES AUTHORITY

By: \_\_\_\_\_  
Cindy Rosenthal, Chairman

ATTEST:

\_\_\_\_\_  
Brenda Hall, Secretary

REVIEWED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Attorney for Norman Utilities Authority



Approved by MIDWEST CITY this 12<sup>th</sup> day of January, 2016.

MIDWEST CITY MUNICIPAL AUTHORITY

ATTEST:

By: \_\_\_\_\_  
Jay Dee Collins, Chairman

\_\_\_\_\_  
Sara Hancock, Secretary

REVIEWED this 12<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Attorney for Midwest City Municipal  
Authority

CITY OF MIDWEST CITY

ATTEST:

By: \_\_\_\_\_  
Jay Dee Collins, Mayor

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

REVIEWED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Attorney for City of Midwest City

Approved by COMCD this \_\_\_\_ day of \_\_\_\_\_, 2016.

CENTRAL OKLAHOMA MASTER  
CONSERVANCY DISTRICT

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_  
\_\_\_\_\_, Secretary

REVIEWED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Attorney for COMCD



NEW BUSINESS/  
PUBLIC DISCUSSION





HOSPITAL AUTHORITY  
AGENDA



## MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

January 26, 2016 - 7:02 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
  - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meetings of December 8, 2015, and the special meeting of January 12, 2016, as submitted. (City Clerk - S. Hancock)
  - 2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Hospital Authority - S. Hancock)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. EXECUTIVE SESSION.
  - 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing action as appropriate based on the discussion in executive session. (Hospital Authority - G. Henson)
- E. ADJOURNMENT.



DISCUSSION ITEMS



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 TRUSTEES**

January 12, 2015 – 6:00 p.m.

This meeting was held in the Midwest City Council Conference Room on the second floor of the City Hall of Midwest City, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Jay Dee Collins; Trustees Daniel McClure Jr., Rick Dawkins, James L. Ray, and Christine Allen; and Secretary Rhonda Atkins. Absent: Richard R. Rice and Jeff Moore.

Chairman Collins called the meeting to order at 6:55 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for January 12, 2016.** The trustees had no questions for the staff. Chairman Collins closed the meeting at 6:55 p.m.

ATTEST:

\_\_\_\_\_  
JAY DEE COLLINS, Chairman

\_\_\_\_\_  
RHONDA ATKINS, Secretary

\_\_\_\_\_  
DANIEL MCCLURE JR., Trustee

\_\_\_\_\_  
RICHARD R. RICE, Trustee

\_\_\_\_\_  
RICK DAWKINS, Trustee

\_\_\_\_\_  
JAMES L. RAY, Trustee

\_\_\_\_\_  
CHRISTINE C. PRICE ALLEN, Trustee

\_\_\_\_\_  
JEFF MOORE, Trustee

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**

January 12, 2016 - 7:02 p.m.

This 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: Chairman Jay Dee Collins; Trustees Daniel McClure Jr., Rick Dawkins, James L. Ray, and Christine Allen; and Secretary Rhonda Atkins. Absent: Richard R. Rice and Jeff Moore. Chairman Collins called the meeting to order at 7:27 p.m.

**Discussion Items.**

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meetings of December 8, 2015, and the special meeting of December 18, 2015, as submitted.** Motion was made by Dawkins, seconded by McClure, to approve the minutes, as submitted. Voting aye: McClure, Dawkins, Ray, Allen, and Chairman Collins. Nay: none. Absent: Rice and Moore. Motion carried.
2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was needed on this item.

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

**Executive Session.**

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing action as appropriate based on the discussion in executive session.** There was no executive session held.

**Adjournment.**

There being no further business, motion was made by Dawkins, seconded by Allen, to adjourn. Voting aye: McClure, Dawkins, Ray, Allen, and Chairman Collins. Nay: none. Absent: Rice and Moore. Motion carried. The meeting adjourned at 7:28 p.m.



ATTEST:

\_\_\_\_\_  
JAY DEE COLLINS, Chairman

\_\_\_\_\_  
RHONDA ATKINS, Secretary

\_\_\_\_\_  
DANIEL MCCLURE JR., Trustee

\_\_\_\_\_  
RICHARD R. RICE, Trustee

\_\_\_\_\_  
RICK DAWKINS, Trustee

\_\_\_\_\_  
JAMES L. RAY, Trustee

\_\_\_\_\_  
CHRISTINE C. PRICE ALLEN, Trustee

\_\_\_\_\_  
JEFF MOORE, Trustee



## ***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*

Jay Dee Collins  
Daniel McClure Jr.  
Richard R. Rice  
Rick Dawkins  
James L. Ray  
Christine Allen  
Jeff Moore

*Board of Grantors*

John Cauffiel  
Charles McDade  
Glenn Goldschlager  
Marcia Conner  
Beverly Young  
Nancy Rice  
Sherry Beard  
Pam Hall  
Pam Dimski

### MEMORANDUM

TO: Honorable Chairman and Trustees  
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: January 26, 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.

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Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Sara Hancock, 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*

Jay Dee Collins  
Daniel McClure Jr.  
Richard R. Rice  
Rick Dawkins  
James Ray  
Christine Allen  
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Marcia Conner  
Beverly Young  
Nancy Rice  
Sherry Beard  
Pam Hall  
Pam Dimski

### MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: January 26, 2016

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing action as appropriate based on the discussion in executive session.

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Appropriate information will be provided in executive session.

J. GUY HENSON  
General Manager/Administrator