



MIDWEST CITY

MEETING AGENDAS FOR

September 10, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours: Bit.ly/youtubemwc.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



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



The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

September 10, 2019 – 6:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Assistant City Manager Vaughn Sullivan
 - Pledge of Allegiance by Councilmember Bowen
 - Community-related announcements and comments
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.
1. Discussion and consideration of approving the minutes of the August 13, 2019 meeting. (City Clerk - S. Hancock)
 2. Discussion and consideration of approving the minutes of the August 24, 2019 Special Council meeting, as submitted. (City Clerk - S. Hancock)
 3. Discussion and consideration of accepting the City Manager's Report for the month of July, 2019. (Finance - C. Barron)
 4. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: General Fund, expenses/Communications (20) \$73,837. Park & Recreation Fund, expenses/Communications (20) \$168,672. G.O. Debt Services Fund, revenue/Taxes (00) \$518,000; expenses/ (00) \$518,000. CDBG Fund, revenue/Intergovernmental (00) \$5,875; expenses/Grants Management (39) \$304,422. Police Impound Fees Fund, revenue/Miscellaneous (00) \$14,000; expenses /Police (62) \$29,100. Decrease: General Fund, expenses/Park & Rec (06) \$73,837. Park & Recreation Fund, expenses/Park & Rec (06) \$168,672. 2002 G.O. Street Bond Fund, expenses/Street Bond (69) \$347. (Finance - C. Barron)
 5. Discussion and consideration of passing and approving a resolution to update a list of eligible broker/dealers for use by the City Treasurer to purchase pooled cash investments in accordance with the City's approved investment policy. (Finance – C. Barron)
 6. Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform an audit of Midwest City's 2018-2019 financial statements in an amount not to exceed \$62,190, and, only if required, \$3,550 for each major Federal program. (Finance - C. Barron)
 7. 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 - T. Bradley)

8. Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2019-20. (Police - B. Clabes)
9. Discussion and consideration of accepting the Monthly Neighborhood Services report for July 2019. (Neighborhood Services - M. Stroh)
10. Discussion and consideration of approving a resolution maintaining the Nine-One-One Emergency Telephone Fee Rate at three percent for calendar year 2020. (Emergency Management - M. Bower)
11. Discussion and consideration of approving and entering into a Memorandum of Understanding with the Oklahoma Office of Homeland Security for a Federal FY 2019 Homeland Security Grant Program grant for local funding for the Oklahoma Interoperable Communications Program in the amount of \$452,125.00 and assigning those grant funds to the State of Oklahoma for (1) planning costs for updating the Statewide Communications Plan (SCIP), (2) purchase and install interoperable communications equipment; purchase and install software upgrades for existing 800 MHz equipment; fund planning and operational oversight costs for the statewide interoperable communications systems (700/800 MHz trunked and conventional), (3) provide funding towards training & exercises for interoperable communications, (4) including but not limited to the salary and benefits of Oklahoma Office of Homeland Security and/or Oklahoma Department of Public Safety communication planners; and authorizing the mayor and/or city manager to enter into and execute any agreements and/or other documents on behalf of the City that are necessary or appropriate to effect the purposes and objectives of the grant. (Emergency Management - M. Bower)
12. Discussion and consideration of 1) acceptance of two Oklahoma County Community Support grants in the amount of \$12,500 for the Mid Del Group Home Sheltered Workshop and \$1,000 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 contracts/agreements to implement the grants. (Grants Management - T. Craft)
13. Discussion and consideration of accepting the Midwest City YMCA Baseball 2018-19 financial statement. (Parks and Recreation - F.Gilles)
14. Discussion and consideration of purchasing Kenwood P25 Conventional/Phase 1/Phase 2 Trunking/Encryption licensing for the Police department mobile radios in the amount of \$130,700.00 from Stolz Telecom LLC as a part of the Moving Midwest City Forward 2018 Bond projects. (Information Technology - R. Rushing)
15. Discussion and consideration of approving the purchase of custom development software and enhancements for Incode Public Safety with Tyler Technologies in an amount not to exceed \$150,000.00 as a part of the Moving Midwest City Forward 2018 Public Safety Bond projects. (Information Technology - R. Rushing)

16. Discussion and consideration of approving and entering into a project agreement for Federal-aid Project Number STPG -255F (483) AG, State Job Number 33344(04), with the Oklahoma Department of Transportation to receive federal funds up to the amount of \$738,070.00 for the Midwest City: Pedestrian Signal Upgrades Project at Various Locations. Community Development - P. Menefee)
17. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055190587 from the State Department of Environmental Quality for the Rose State Commons Phase II Student Housing Building Sewer Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
18. Discussion and consideration of accepting maintenance bonds from H & H Plumbing and Utilities, Inc. in the amount of \$11,987.50, \$8,946.20, and \$10,783.70, respectively. Discussion and consideration of accepting maintenance bonds from Silver Star Construction Company in the amount of \$28,233.64, respectively. (Community Development - P. Menefee)
19. Discussion and consideration of accepting a Grant of Permanent Easement, from James Seto Limited Partnership, across a certain parcel of land located within the corporate boundaries of Midwest City, described as the West Six Feet of Lot Thirty-Two (32) Block One (1) of the Final Plat of St. Charles Place, to the City of Midwest City, being a part of the Southwest Quarter (SW/4) of Section Thirty-Six (36) Township Twelve (12) North Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
20. Discussion and consideration of accepting maintenance bonds from Godfrey & Company Site Utility Contractor, LLC in the amount of \$847.70, \$1,267.00, and \$697.00, respectively. (Community Development - P. Menefee)
21. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055190551 from the State Department of Environmental Quality for the Tuscan Ridge Section II Water Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
22. Discussion and consideration approving Amendment #1 of the engineering contract for professional design services for construction of a 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$338,180.00. (Community Development - P. Menefee)
23. Discussion and consideration of change orders 1 and 2 amending the enhancement project funding agreement for Federal-Aid Project Number TAP-255D(328)AG, State Job Number 31435(04), with the Oklahoma Department of Transportation for the construction of the Rail w/Trail; Multi-Use Trail from S.E. 15th Street to Maple Drive along the abandoned Rail Corridor owned by ODOT, in the amount of \$37,112.42. (Community Development - P. Menefee)

- [24.](#) Discussion and consideration of renewing a contract, without modifications for FY 2019-2020, with O'Reilly Auto Parts for the on-site turnkey vehicle and equipment part operation in the City-wide budgeted amount of \$800,000.00. (Public Works - R. Paul Streets)
- [25.](#) Discussion and consideration of approving a lease agreement with the Lamar Companies to lease for a one year term a location for a non-accessory sign located in the Northwest Quarter of the Northwest Quarter of Section 27, Township 12 North, Range 2 West (a/k/a 7012 NE 23rd ST) in the amount of \$800. (Economic Development - R. Coleman)
- [26.](#) Discussion and consideration approving an ordinance authorizing the sale of a 2010 Bridgeport Unit #41-03-24, property with a value of more than \$10,000.00, as required by Article IV; Section 4 of the Midwest City Charter; and providing for repealer and severability. (Public Works - R. Paul Streets)
- [27.](#) Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (Community Development - B. Harless)
- [28.](#) Discussion and consideration of declaring four (4) Decatur Genesis police radars as surplus and authorizing disposal as determined by law. (Police - B. Clabes)

D. DISCUSSION ITEMS.

- [1.](#) (PC-2008) Public hearing with discussion and consideration of an ordinance to redistrict from SPUD, Simplified Planned Unit Development, governed by the I-1, Light Industrial district, to Amended SPUD, Simplified Planned Unit Development, governed by the I-1, Light Industrial district subject to staff comments, for the property addressed as 1601 National Blvd. (Community Development - B. Harless)
- [2.](#) (PC – 2009) Public hearing with discussion and consideration to approve an ordinance to amend the TimberRidge Planned Unit Development governed by the R-6, Single Family Detached Residential district for the property described as a part of the SW/4 of Section 10, T-11-N, R-1-W, of the Indian Meridian, Oklahoma County, OK. (Community Development - B. Harless)
- [3.](#) (PC – 2010) Discussion and consideration of approval of the Replat of Lot 5 of Block 5 of the Pointon City Addition described as a part of the NW/4 of Section 6, T11N, R1W, addressed as 608 Roselawn Ave. (Community Development - B. Harless)
- [4.](#) (PC – 2011) Discussion and consideration of approval of the proposed final plat of the Pieper Addition described as a part of the SW/4 of Section 8, T11N, R1W. (Community Development - B. Harless)

5. (PC-2012) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, governed by the R-HD, High Density Residential and C-3, Community Commercial districts and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential and PSP, Public/Semi-Public, to HDR, High Density Residential, for the property described as Lots 9-13, 17 and 18, Block 5 of the Pine Addition. (Community Development - B. Harless)
6. (PC – 2013) Discussion and consideration of approval of the Midwest City Collision Office Park Final Plat, described as a part of the SW/4 of Section 12, T11N, R2W, located at 9209 SE 29th. (Community Development - B. Harless)
7. (PC – 2014) Discussion and consideration of approval of the Replat of Lot 4 of Block 9 of the Pointon City Addition Blocks 6, 7, 8, 9, & 10 described as a part of the NE/4 of Section 6, T11N, R1W, addressed as 10909 Bellview Dr. (Community Development - B. Harless)
8. (PC – 2015) Discussion and consideration of approval of the Kambree Square, Section 1 Preliminary Plat, described as a part of the SW/4 of Section 1, T11N, R2W, located at 9205 SE 15th Street. (Community Development - B. Harless)
9. (PC – 2016) Discussion and consideration of approval of the proposed preliminary plat of Mary Knowlin Estate, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2500 Hand Road. (Community Development - B. Harless)
10. (TS-437) Discussion and consideration of changing the intersection of Austrian Pine Dr / Whitebud Pl / Red Oak Dr from a 2 way YIELD to a 4 way STOP. (Community Development - P. Menefee)
11. (TS-438) Discussion and consideration of adding additional STOP controls to the intersections of Viewpoint Dr / W Peebly Dr and Viewpoint Dr / Havenwood Dr. (Community Development - P. Menefee)
12. (TS-439) Discussion and consideration of recommending that the City pursue traffic calming measures on Murray Dr. (Community Development - P. Menefee)
13. (TS-440) Discussion and consideration of supporting a change to the traffic pattern at the intersection of NE 23rd Street and Midwest Boulevard. (Community Development - P. Menefee)
14. (TS-441) Discussion and consideration of a request for additional STOP controls at the intersections of North Marshall Drive and East Kittyhawk Drive and East Rickenbacker Drive and East Harmon Drive. (Community Development - P. Menefee)
15. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of Regular Meetings of Council; and providing for repealer and severability. (City Clerk - S. Hancock)

16. Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 20, Housing Code; Article I, Existing Structures: Section 20-2, Code amended; establishing an effective date; and providing for repealer and severability. (Neighborhood Services - M. Stroh)
 17. Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous; Article II, Offenses Against Morals; Section 28-22, Indecent Exposure; Section 28-28, Urination in Public; and Providing for repealer and severability and establishing an effective date. (Police - B. Clabes)
 18. Discussion and consideration to approve an ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article I, In General; Section 42-13, Application procedures; Section 42-14, Planting trees or shrubs within public right-of-way; removal or relocation; fees; Article III, Tree Trimming, etc.; Section 42-49, Trimming; clearance; Section 42-50, Dead or diseased tree removal within right-of-way; Section 42-51, Notice to owner; Section 42-52, Hearing; Section 42-53, Cost to be determined; statement of cost to be sent; Section 42-54, Failure to pay costs to be certified to county treasurer; Placing Sections 42-55 and 42-56 in reserve; establishing an effective date; and providing for repealer and severability. (Neighborhood Services - M. Stroh)
 19. Discussion and consideration of the replacement of Brian Ensey from the Original Mile Reinvestment Committee. (Community Development - B. Harless)
- E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.
- F. FURTHER INFORMATION.
1. Minutes of the August 6, 2019 Planning Commission meeting. (Community Development - B. Harless)
 2. Minutes and Agenda for Midwest City Traffic and Safety Commission. (Community Development - P. Menefee)
- G. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Council Minutes

August 13, 2019 – 6:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:05 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Sean Reed, *Christine Allen, and Jeff Moore with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Española Bowen.

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Eads. Council and Staff made community-related announcements.

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, as submitted, except for item 14, seconded by Reed. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bowen. Motion carried.

1. Discussion and consideration of approving the minutes of the July 23, 2019 meeting and the Special Council meeting on July 31, 2019, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Reimbursed Projects Fund, revenue/Miscellaneous (09) \$25,000; expenses /Street (09) \$25,000. Police Impound Fees Fund, expenses/Police (62) \$12,904. Reimbursed Projects Fund, revenue/Intergovernmental (14) \$12,000; expenses/General Gov't (14) \$12,000. Disaster Relief Fund, expenses/Disaster Relief (88) \$54,850.
3. 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.
4. Discussion and consideration of the approval of a Medical Retirement Application made by Employee 3368 through the Oklahoma Municipal Retirement Fund (OMRF).
5. Discussion and consideration of renewing the Lease Agreement with Michael Silsby, d/b/a Silsby Media, for an additional year beginning August 15, 2019, at a monthly rental rate of \$1,450 for the building located at 2425 South Douglas Boulevard.
6. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.
7. Discussion and consideration of approving the purchase of centralized storage equipment (SAN) and mobile computer terminals (MCT's) with Dell Inc. in the amount of \$298,813.26 and \$253,119.80, respectively, per state contract #SW1020D as a part of the Moving Midwest City Forward 2018 Public Safety Bond projects.

8. Discussion and consideration of awarding a bid for the purchase and installation of Kenwood P25 radios for the Police department in the amount of \$455,894.82 to the sole bidder, Stolz Telecom LLC, as a part of the Moving Midwest City Forward 2018 Bond projects.
9. Discussion and consideration of renewing the contracts with Barnes Wrecker Service, Inc. and McConnell's Body Shop and Towing, Inc. to provide the City of Midwest City, upon its request, with towing and vehicle storing services.
10. Discussion and consideration of approving and entering into a Services Contract with the Midwest City Branch YMCA for services in support of the football program at the Doug Hunt Softball Complex in Joe B. Barnes Regional Park for FY 19-20.
11. Discussion and consideration of approving a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for FY 19-20.
12. Discussion and consideration of approving and entering into a project agreement for Federal-aid Project Number STPG -255F (480) AG, State Job Number 33346(04), with the Oklahoma Department of Transportation to receive federal funds up to the amount of \$329,600.00 for the Midwest City: Striping Project at Various Locations.
13. Discussion and consideration of supplementing the project agreement for Federal-aid Project Number STP-255B (461)AG, State Job Number 31548(04), with the Oklahoma Department of Transportation in the amount of \$184,239.39 to fund the Midwest City Reconstruction of S.E. 29th Street from Midwest Boulevard to Douglas Boulevard including the S.E. 29th Street Midwest Boulevard Intersection but not the Douglas Boulevard S.E. 29th Street intersection.
- 14. Discussion and consideration of approving entering into a Memorandum of Understanding with the Boys and Girls Clubs of Oklahoma County Inc. from August 1, 2019 to July 31, 2020 in an amount of \$75,000 for the operation of a club site at Steed Elementary School, located at 2118 Flannery Drive in Midwest City.** After Council discussion with Executive Director of Boys and Girls Clubs of Oklahoma County Inc., Jane Sutter; Steed Elementary Principal, Ms. Tucker; and Staff, Reed made a motion to approve the Memorandum, as submitted, and direct staff to try and find funding opportunities for additional clubs and to try to find a building for students in the TelStar area for school breaks, seconded by Moore. Voting aye: Eads, Byrne, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bowen. Motion carried.
15. Discussion and consideration of reappointing Tammy Pote, Ward 2 and Elaine Winterink, Ward 6 representatives on the Citizens' Advisory Committee on Housing and Community Development, for additional four-year terms.
16. Discussion and consideration of declaring one (1) 2008 J.D. 757 A-Trak mower unit # 9-07-13 serial # TC075B067827, one (1) 2010 Ferris Z-Turn mower unit # 09-07-19 serial # 2013416365 and one (1) 2016 Stihl FS90R weedeater unit # 09-07-76 serial # 504597644 as surplus property and authorizing their disposal by sealed bid, public auction or by other means as necessary.
17. Discussion and consideration of accepting the filing of the Midwest City Urban Renewal Authority's FY 2018-2019 Annual Report.

* At 6:51 PM, Councilmember Allen left the meeting.

DISCUSSION ITEMS.

1. **Plat Correction for the Turtlewood 6th Addition Final Plat to correct an error on the dimensions of Lot 12, Block 9 and Lot 26, Block 10 on the approved and recorded plat.** After discussion, Byrne made a motion to approve the Final Plat, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.
2. **Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, Section 1-15, Specific Penalty for Violations of Code; Establishing an Effective Date; and Providing for Repealer and Severability.** After discussion, Eads made a motion to approve Ordinance 3376, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.
3. **Discussion and consideration approving an ordinance amending The City of Midwest City Code, Chapter 24, Motor Vehicles and Traffic, Article I, In General, Section 24-1, Definitions, Article V, Stopping, Standing or Parking Division 1, Generally, Section 24-158, Prohibited in Specified Places and Division 4, Residential Parking, Section 24- 201, Deleting Section 24-202 and 24-202.1; establishing an Effective Date; and Providing for Repealer and Severability.** After discussion, Eads made a motion to approve Ordinances 3377 and 3378, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.
4. **Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 27, Nuisances, Article 1, In General, Section 27-6, Remedies Against A Public Nuisance; Article IV, Abandoned Wrecked, Dismantled or Inoperative Vehicles, Section 27-61, Storing, Parking or Leaving Junked or Inoperable Motor Vehicle, Declared a Nuisance; Section 27-62, Penalties; Establishing an Effective Date; and Providing for Repealer and Severability.** After discussion, Eads made a motion to approve Ordinances 3377 and 3378, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.
5. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 25, Municipal Court, Article III, Jury Trials, Sections 25-85, Defendant's Election Generally, Section 25-86, Change of Defendant's Election and 25-96, Jury Term to be set by Presiding Judge; Providing for Repealer and Severability.** Eads made a motion to approve Ordinance 3382, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.
6. **Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 16, Food and Food Handlers, Article I, In General, Section 16-2, Food Service Sanitation Manual; establishing an effective date; and providing for repealer and severability.** Eads made a motion to approve Ordinance 3381, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.

7. **Discussion and consideration of an agreement between Mid-Del Youth and Family Center, Inc. (Mid-Del) and the City of Midwest City (City) for Emergency Youth Shelter, Counseling, Juvenile Diversionary Program, Training/Consultation and Community Education and Domestic Violence Advocacy/Counseling Services provided by Mid-Del in exchange for \$50,000 payment by City.** Director Darla Cheek spoke with the Council and Eads made a motion to approve the agreement, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

A gentleman named James addressed the Council, as well as Councilmember Eads.

At 7:09 PM, Reed made a motion to recess, seconded by Eads. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.

At 7:17 PM, Reed made a motion to return to City Council Meeting, seconded by Eads. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.

EXECUTIVE SESSION

1. Executive Session for the purpose of discussion of confidential communications between a public body and its attorney concerning a pending investigation, claim, or action pursuant to Title 25 O.S. Section 307 (B) (4).

At 7:17 PM, Eads made a motion to go into executive session, seconded by Reed. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.

At 8:01 PM, Eads made a motion to return to open session and authorize the City Manager to proceed as discussed in executive session, seconded by Reed. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 8:02 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

Notice for this Special Midwest City Council meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

Midwest City Council Minutes

August 24, 2019 – 9:00 AM

This special meeting was held at the Midwest City Reed Center in the Rice Room on the second floor located at 5750 Will Rogers Road, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 9:24 AM with the following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, and Jeff Moore with Acting City Clerk Vaughn Sullivan and City Manager Tim Lyon. Absent: Sean Reed and Christine Allen.

DISCUSSION ITEM.

1. **Discussion and participation in a strategic planning session for the City of Midwest City.**
Council and Staff discussion was had, but no action was taken.

* Councilmember Bowen left the meeting at 10:59 AM and returned at 12:30 PM.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 1:46 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

VAUGHN SULLIVAN, Acting City Clerk



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
cbarron@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: September 10, 2019

SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of July, 2019.

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

Hotel/Conference Center (195) had an operational loss of \$87,521 in July.

Golf (197) had an operational gain of \$39,562 in July.

Risk Management (202) decreased due to the following activities:

Payments to OK Municipal Assurance Group	<\$423,638>
Payment to States Self-Insurers Risk Retention	<\$93,731>

Workers Comp (204) decreased because of the payment to:

The Insurance Center Agency Inc.	<\$217,990>
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MWC Hospital Authority (425) activities for July:

Compounded Principal (9010) - unrealized gain on investment	\$921,730
- transfer to 9050	<\$1,431,497>
- transfer to 9080	<\$477,166>
Discretionary (9050) - unrealized gain on investment	\$189,323
- transfer from 9010	\$1,431,497
H. A. Grants (9080) - transfer from 9010	\$477,166

This item is at Council's discretion.

Christy Barron
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending July, 2019
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	7/31/2019 Fund Balance
9	GENERAL GOVERNMENT SALES TAX	3,218,232	-	3,183,251	210,912	(175,931)	34,982	3,218,232
10	GENERAL	6,099,838	(154,152)	5,995,765	3,267,339	(3,317,418)	(50,079)	5,945,686
11	CAPITAL OUTLAY RESERVE	934,729	-	933,143	1,586	-	1,586	934,729
13	STREET AND ALLEY FUND	1,304,761	-	1,266,863	45,292	(7,394)	37,898	1,304,761
14	TECHNOLOGY FUND	175,071	-	164,040	31,177	(20,146)	11,032	175,071
15	STREET LIGHT FEE	1,678,614	-	1,630,191	50,870	(2,447)	48,423	1,678,614
16	REIMBURSED PROJECTS	871,767	-	824,019	48,934	(1,186)	47,748	871,767
17	29TH & DOUGLAS PROPERTY	5,500,284	-	5,500,283	-	-	-	5,500,283
20	MWC POLICE DEPARTMENT	4,331,636	-	4,188,477	1,366,282	(1,223,124)	143,159	4,331,636
21	POLICE CAPITALIZATION	510,800	-	491,782	71,291	(52,272)	19,019	510,800
25	JUVENILE FUND	27,614	-	30,214	4,352	(6,953)	(2,601)	27,614
30	POLICE STATE SEIZURES	73,552	-	72,631	1,360	(440)	920	73,552
31	SPECIAL POLICE PROJECTS	81,146	-	78,652	2,638	(144)	2,494	81,146
33	POLICE FEDERAL PROJECTS	61,399	-	61,341	58	-	58	61,399
34	POLICE LAB FEE FUND	22,006	-	21,650	712	(355)	356	22,006
35	EMPLOYEE ACTIVITY FUND	20,706	-	20,232	477	(3)	474	20,706
36	JAIL	148,461	-	151,135	6,391	(9,065)	(2,674)	148,461
37	POLICE IMPOUND FEE	158,869	-	156,316	5,221	(2,668)	2,553	158,869
40	MWC FIRE DEPARTMENT	2,905,364	(4)	2,803,249	1,055,586	(953,475)	102,112	2,905,360
41	FIRE CAPITALIZATION	906,656	-	877,748	51,179	(22,271)	28,908	906,656
45	MWC WELCOME CENTER	339,140	(199)	357,883	25,103	(44,045)	(18,942)	338,941
46	CONV / VISITORS BUREAU	217,680	-	200,919	41,879	(25,118)	16,761	217,680
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	538,533	-	569,922	39,156	(70,545)	(31,389)	538,533
61	STORM WATER QUALITY	886,814	-	878,476	65,539	(57,201)	8,338	886,814
65	STREET TAX FUND	1,559,591	-	1,519,081	41,056	(545)	40,511	1,559,591
70	EMERGENCY OPER FUND	705,982	-	713,432	45,248	(52,698)	(7,450)	705,982
75	PUBLIC WORKS ADMIN	377,424	-	351,006	98,399	(71,980)	26,419	377,424
80	INTERSERVICE FUND	477,920	-	462,631	224,415	(209,126)	15,289	477,920
81	SURPLUS PROPERTY	456,104	(358,225)	97,486	4,640	(4,247)	394	97,879
115	ACTIVITY FUND	358,345	(227)	354,596	7,863	(4,340)	3,522	358,118
123	PARK & RECREATION	634,786	(150)	651,194	50,255	(66,813)	(16,558)	634,636
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	43,128	(43,128)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	180,819	(5,000)	167,646	26,046	(17,873)	8,173	175,819
143	GRANT FUNDS	80,795	(20,795)	60,000	12,993	(12,993)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending July, 2019
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	7/31/2019 Fund Balance
157	CAPITAL IMPROVEMENTS	2,302,840	(946)	2,363,534	69,345	(130,985)	(61,640)	2,301,894
172	CAP. WATER IMP-WALKER	1,057,070	-	1,022,289	34,973	(192)	34,781	1,057,070
178	CONST LOAN PAYMENT REV	3,051,347	(14,004)	3,186,744	55,550	(204,951)	(149,401)	3,037,343
184	SEWER BACKUP FUND	82,513	-	82,373	140	-	140	82,513
186	SEWER CONSTRUCTION	4,042,096	(175,000)	3,827,884	120,041	(80,829)	39,212	3,867,096
187	UTILITY SERVICES	511,202	(924)	500,342	102,420	(92,484)	9,937	510,279
188	CAP. SEWER IMP.-STROTH	547,976	-	603,107	34,719	(89,851)	(55,132)	547,976
189	UTILITIES CAPITAL OUTLAY	3,154,412	(76,561)	3,044,870	46,977	(13,997)	32,981	3,077,851
190	MWC SANITATION DEPARTMENT	2,443,116	-	2,266,302	597,311	(420,498)	176,814	2,443,116
191	MWC WATER DEPARTMENT	2,239,910	-	2,412,871	519,967	(692,928)	(172,960)	2,239,910
192	MWC SEWER DEPARTMENT	1,035,016	(30)	1,063,871	435,720	(464,605)	(28,886)	1,034,986
193	MWC UTILITIES AUTHORITY	938,433	-	936,841	1,592	-	1,592	938,433
194	DOWNTOWN REDEVELOPMENT	2,325,042	(5,045)	2,316,052	3,944	-	3,944	2,319,997
195	HOTEL/CONFERENCE CENTER	662,709	(472,169)	278,061	299,162	(386,683)	(87,521)	190,540
196	HOTEL 4% FF&E	820,814	-	819,894	11,966	(11,046)	920	820,814
197	JOHN CONRAD REGIONAL GOLF	159,481	(45,787)	74,131	126,006	(86,444)	39,562	113,693
201	URBAN RENEWAL AUTHORITY	33,728	-	36,197	57	(2,526)	(2,468)	33,728
202	RISK MANAGEMENT	1,038,982	(37)	1,553,379	72,942	(587,375)	(514,434)	1,038,945
204	WORKERS COMP	2,778,232	-	3,019,327	75,722	(316,818)	(241,095)	2,778,232
220	ANIMALS BEST FRIEND	81,410	-	79,400	2,010	-	2,010	81,410
225	HOTEL MOTEL FUND	-	-	-	74,124	(74,124)	-	-
230	CUSTOMER DEPOSITS	1,516,679	(1,516,679)	-	2,572	(2,572)	-	-
235	MUNICIPAL COURT	49,328	(49,328)	-	84	(84)	-	-
240	L & H BENEFITS	2,146,864	(54,075)	2,111,500	627,742	(646,453)	(18,711)	2,092,788
250	CAPITAL IMP REV BOND	15,164,911	(58,748,373)	(44,133,137)	1,265,836	(716,162)	549,675	(43,583,462)
269	2002 G.O. STREET BOND	445,073	-	444,318	755	-	755	445,073
270	2018 ELECTION G.O. BOND	25,955,961	(305,000)	25,642,175	44,042	(35,256)	8,786	25,650,961
271	2018 G.O. BONDS PROPRIETARY	10,790,505	-	10,773,118	18,309	(922)	17,387	10,790,505
310	DISASTER RELIEF	1,345,779	(146,551)	1,233,976	29,202	(63,951)	(34,749)	1,199,227
340	REVENUE BOND SINKING FUND	-	-	-	490,587	(490,587)	-	-
350	G. O. DEBT SERVICES	627,081	(37,375)	587,081	3,691	(1,066)	2,626	589,707
352	SOONER ROSE TIF	7,007,762	-	6,988,109	23,153	(3,500)	19,653	7,007,762
353	ECONOMIC DEV AUTHORITY	51,424,233	(49,712,784)	1,631,682	105,823	(26,056)	79,767	1,711,449
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	94,464,495	(7,120,057)	88,312,029	941,073	(1,908,663)	(967,590)	87,344,439
425-9020	MWC HOSP AUTH-LOAN RESERVE	3,042,266	(542,266)	2,500,000	5,148	(5,148)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	12,393,218	(18,344)	10,782,311	1,639,849	(47,287)	1,592,563	12,374,874
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	6,733,550	(154,711)	6,551,122	192,376	(164,657)	27,719	6,578,841
425-9080	MWC HOSP AUTH GRANTS	478,429	-	-	478,429	-	478,429	478,429
	TOTAL	298,743,928	(119,734,796)	177,753,036	15,500,736	(14,244,639)	1,256,097	179,009,133



Finance Department
100 N. Midwest Boulevard
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TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: September 10, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: General Fund, expenses/Communications (20) \$73,837. Park & Recreation Fund, expenses/Communications (20) \$168,672. G.O. Debt Services Fund, revenue/Taxes (00) \$518,000; expenses/ (00) \$518,000. CDBG Fund, revenue/Intergovernmental (00) \$5,875; expenses/Grants Management (39) \$304,422. Police Impound Fees Fund, revenue/Miscellaneous (00) \$14,000; expenses/Police (62) \$29,100. Decrease: General Fund, expenses/Park & Rec (06) \$73,837. Park & Recreation Fund, expenses/Park & Rec (06) \$168,672. 2002 G.O. Street Bond Fund, expenses/Street Bond (69) \$347.

The first and second supplements are needed to transfer budget from Park & Rec Department to the Communications Department due to restructuring of special events activities. The third supplement is needed to budget interest expense and fiscal agent fees on 2019 G.O. Bonds. The fourth supplement is needed to roll forward remaining CDBG budget from fiscal year 2018-2019 to current fiscal year and increase budgeted revenue to actual amount of grant award. The fifth supplement is needed to budget warranty for police simulator, increase budget for police handguns and budget trade-in allowance on handguns. The first and second decreases are needed to transfer budget from Park & Rec Department to Communications Department due to restructuring of special events activities. The third decrease is needed to reduce appropriations in 2002 G.O. Street Bond Fund to amount allowed by estimated revenues for fiscal year.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS
September 10, 2019

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
20	Communications			73,837	
		<u>0</u>	<u>0</u>	<u>73,837</u>	<u>0</u>

Explanation:
To transfer budget to Communications Department due to restructuring of special events activities. Funding to come from transfer of budget from Park & Rec Department.

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
20	Communications			168,672	
		<u>0</u>	<u>0</u>	<u>168,672</u>	<u>0</u>

Explanation:
To transfer budget to Communications Department due to restructuring of special events activities. Funding to come from transfer of budget from Park & Rec Department.

Fund GO DEBT SERVICES (350)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		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	Taxes	518,000			
00				518,000	
		<u>518,000</u>	<u>0</u>	<u>518,000</u>	<u>0</u>

Explanation:
To budget interest and fiscal agent fees on 2019 G.O. Bonds. Funding to come from ad valorem revenue on GO bonds.

Fund CDBG (141)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		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	Intergovernmental	5,875			
39	Grants Management			304,422	
		<u>5,875</u>	<u>0</u>	<u>304,422</u>	<u>0</u>

Explanation:
To roll forward remaining budget in CDBG Fund from fiscal year 2018-2019 to current fiscal year and increase budgeted revenue to actual amount of 2019 CDBG grant award. Funding to come from fund balance.

SUPPLEMENTS
September 10, 2019

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		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	14,000			
62	Police			29,100	
		14,000	0	29,100	0
Explanation: To budget warranty for police simulator (\$16,196), increase budget for police handguns (\$12,904) and budget trade-in allowance for hand guns.					

DECREASES

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec				73,837
		0	0	0	73,837
Explanation: To transfer budget from Park & Rec Department to Communications Department due to restructuring of special events activities.					

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Rec				168,672
		0	0	0	168,672
Explanation: To transfer budget from Park & Rec Department to Communications Department due to restructuring of special events activities.					

Fund 2002 GO STREET BOND (269)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
69	Street Bond				347
		0	0	0	347
Explanation: To reduce appropriations to amount allowed by estimated revenues for fiscal year.					



Finance Department
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www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Christy Barron, Finance Director

DATE: September 10, 2019

SUBJECT: Discussion and consideration of passing and approving a resolution to update a list of eligible broker/dealers for use by the City Treasurer to purchase pooled cash investments in accordance with the City's approved investment policy (Finance – C. Barron)

It is recommended that the list of approved broker/dealers be amended to add Damien Grant with Multi-Bank Securities. The Finance Department has performed due diligence procedures to screen Mr. Grant which include:

- Review of background, experience, references, and firm size.
- Verification that his firm is actively involved in needed market.
- Verification that his firm meets SEC Net Capital Rules.
- Review of firm and broker Financial Industry Regulatory Agency (FINRA) reports.

Based on this information, staff recommends updating the list of approved broker/dealers.

Christy Barron
City Treasurer/Finance Director

Attachment: Resolution

RESOLUTION NO. 2019-_____

A RESOLUTION UPDATING A LIST OF ELIGIBLE BROKER/DEALERS FOR USE BY CITY TREASURER TO PURCHASE POOLED CASH INVESTMENTS IN ACCORDANCE WITH THE CITY'S APPROVED INVESTMENT POLICY.

WHEREAS, 62 O.S. § 348.1 provides that the City Treasurer, when authorized by the appropriate governing body by resolution, can invest monies in the custody of the treasurer in the manner specified in state statutes.

WHEREAS, Resolution 2006-31, approved by Council on October 10, 2006, recognized the necessity to improve procedures by investing available funds to earn additional revenue and granted the duly-appointed treasurer authority to invest and reinvest available surplus funds on a continuing basis.

WHEREAS, the Midwest City investment policy approved by Council on November 27, 2018 requires that any broker/dealer for pooled cash investment transactions shall respond to the broker/dealer services solicitation questionnaire provided by the City Treasurer. The City Treasurer or designee shall review responses to the solicitation questionnaire and compile a list of eligible broker/dealer institutions the City is authorized to use for investment purchases.

WHEREAS, Resolution 2019-05, approved by Council on March 12, 2019, established a list of eligible broker/dealers for use by the City Treasurer to purchase pooled cash investments in accordance with the City's approved investment policy.

WHEREAS, Resolution 2019-20, approved by Council on June 25, 2019, amended a list of eligible broker/dealers for use by the City Treasurer to purchase pooled cash investments in accordance with the City's approved investment policy.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Midwest City, Oklahoma, that the following broker/dealer will be added to the list of approved broker/dealers:

Broker Name	Broker Firm
Damien Grant	Multi-Bank Securities, Inc.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this 10th day of September, 2019.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, MAYOR

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 10th day of September, 2019.

HEATHER POOLE, City Attorney



Finance Department
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TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: September 10, 2019

SUBJECT: Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform an audit of Midwest City's 2018-2019 financial statements in an amount not to exceed \$62,190, and, only if required, \$3,550 for each major Federal program.

The Finance Department has been in communication with Mike Gibson of RSM US, LLP concerning the audit engagement for Fiscal Year (FY) 2018-2019. The financial statements audit fee is \$62,190 and each major Federal program audit fee is \$3,550, if required.

It is recommended that the attached engagement letter be approved.

Christy Barron
Finance Director

Attachments: Auditor Engagement Letter
Auditor's Peer Review Letter
Required Communications Letter from Auditor



July 31, 2019

City Council
City of Midwest City
Midwest City, OK

RSM US LLP

210 Park Avenue
Suite 1725
Oklahoma City, OK 73102

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F +1 405 235 0042

www.rsmus.com

Attention: Mr. Tim Lyon, City Manager and Ms. Christy Barron, Finance Director

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Midwest City's (the City) governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ended June 30, 2019 which collectively comprise the basic financial statements. Our audit will also include required supplementary information and other supplementary information presented by the City. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements. We will also report on whether certain supplemental information (statement of changes in assets and liabilities-agency funds and schedule of expenditures of federal awards) is fairly stated in all material respects in relation to the financial statements as a whole. The accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedules, the schedule of the City's proportionate share of the net pension liability, and the schedule of the City's contributions to the various defined benefit retirement plans for which the City participates and the schedule of contributions to OPEB Plan that the City sponsors be presented to supplement the basic financial statements. We will apply certain limited procedures to this required supplementary information, but will not express an opinion or provide any assurance on this information.

If applicable, we will also perform the audit of the City as of June 30, 2019, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* (GAS) issued by the Comptroller General of the United States; and if required, the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards and circulars require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are listed here:

Governmental Funds include:

General Fund	Fire Fund
Police Fund	Grant Fund
Sooner Rose TIF Fund	Juvenile Fund
Emergency Operations Fund	Park & Recreation Fund
Technology Fund	Police Impound Fund
Welcome Center Fund	Police Special Projects Fund
Street & Alley Fund	Police Lab Fee Fund
Convention/Visitor's Bureau Fund	Urban Renewal Authority
Economic Development Authority	Midwest City Hospital Authority
General Government Sales Tax Fund	Street Light Fee
Downtown Development Authority	2002 Street Project Fund
Dedicated Tax 2012 Fund	Sales Tax Capital Improvement Fund
Capital Improvement Fund	Capital Outlay Reserve Fund
G.O. Debt Services Fund	

Enterprise Funds include:

Midwest City Municipal Authority
29th and Douglas Fund
Utilities Authority

Internal Service Funds – Public Works Administration, Fleet Services Fund, Surplus Property Fund, Risk Management Fund, L&H Benefits Fund, and Worker's Comp Fund

City management will inform us of any new funds that have been created.

The City's blended component unit whose financial statements you have told us are to be included as part of the City's basic financial statements is the Midwest City Municipal Authority. The City has no discrete component units that are required to be included in the City's basic financial statements.

There are no component units whose financial statements you have told us will be omitted from the basic financial statements.

If required, we are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The City is a recipient of federal programs funded by various federal agencies, including, but not limited to:

- U.S. Department of Housing and Urban Development
- U.S. Department of Homeland Security
- U.S. Department of Transportation
- U.S. Department of Justice
- Environment Protection Agency

You will provide us with a preliminary schedule of expenditures of federal awards, covering federal expenditures for the period from July 1, 2018 through June 30, 2019, by August 15, 2019. We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 21, 2019.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

- d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For report distribution; and
- f. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit;
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse, or suspected fraud or abuse, affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

If the audit is also required to be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance;

(d) compliance with federal statutes, regulations, and the terms and conditions of federal awards;
(e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The City Council is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing The City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement.

Because RSM US LLP will rely on the City of Midwest City and its management and the City Council to discharge the foregoing responsibilities, the City of Midwest City holds harmless and releases RSM US LLP, its partners, and employees from all claims, liabilities, losses and cost arising in circumstances where there has been a knowing misrepresentation by a member of the City of Midwest City's management that has caused, in any respect, RSM US LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

City of Midwest City's Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with City management. The audit timeline and participation list will be discussed with and agreed to by Tim Lyon, City Manager, and Christy Barron, Finance Director. The timely and accurate completion of this work is an essential condition to completion of the audit and issuance of our audit report by December 31, 2019.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed, for your information.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5 percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Our fee for the services described in this letter will be as follows:

- Audit of financial statements \$ 62,190
- Uniform Guidance compliance audit \$ 3,550 per Major Program

Our fees for the services described in this letter will not exceed the amount listed above, unless any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. The professional fees for the federal program compliance audit in accordance with Uniform Guidance is dependent upon the number of programs that are required to be audited in accordance with Uniform Guidance. We will provide you with the initial estimate upon receipt of the preliminary Schedule of Expenditures of Federal Awards, and the final amount upon receipt of the final schedule. Other factors that could cause an adjustment to the professional fees include new funds or component units not previously communicated to us, changes in laws and regulations, accounting principles, auditing standards, and other matters that increase the amount of work required to complete the audit. All other provisions of this letter will survive any fee adjustment.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, RSM US LLP may, at its sole discretion, terminate this arrangement letter without further obligation to the City. Resumption of audit work following termination may be subject to our client

acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for RSM US LLP to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate RSM US LLP for any additional costs incurred as a result of the City's employment of a partner or professional employee of RSM US LLP

The audit documentation for this engagement is the property of RSM US LLP and constitutes confidential information.

Review of audit documentation by a successor auditor or as part of due diligence will be agreed to, accounted for and billed separately.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of RSM US LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RSM US LLP audit personnel and at a location designated by our Firm.

Claim Resolution

The City of Midwest City and RSM US LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by RSM US LLP or the date of this arrangement letter if no report has been issued. In no event shall either party be liable to the other for claims of punitive, consequential, special, or indirect damages. RSM US LLP's liability for all claims, damages and costs of the City of Midwest City arising from this engagement is limited to the amount of fees paid by the City of Midwest City to RSM US LLP for the services rendered under this arrangement letter.

Information Security - Miscellaneous Terms

RSM US LLP is committed to the safe and confidential treatment of the City's proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

RSM US LLP may terminate this relationship immediately in its sole discretion if RSM US LLP determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or RSM US LLP client acceptance or retention standards, or if the City is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the City or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit the City's financial statements. Our report will be addressed to the City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the City's financial statements, we will also issue the following types of reports:

1. If applicable, a report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2019.
2. Reports on internal control related to the financial statements, and, if applicable, major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program (if a Single Audit is required);
4. An accompanying schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between RSM US LLP and the City of Midwest City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts,"

City Council
City of Midwest City
July 31, 2019
Page 9

of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

RSM US LLP

A handwritten signature in black ink that reads "Mike Gibson". The signature is written in a cursive style with a long horizontal line extending to the right.

Mike Gibson, Partner

Confirmed on behalf of the City Council:

Mayor

Management's acknowledgment of the agreement:

City Manager

Finance Director

ATTEST:

Sara Hancock, City Clerk

APPROVED as to form and legality this 10th day of
September, 2019.

Heather Poole, City Attorney

December 8, 2016

Joseph Michael Adams
RSM US LLP
1 S Wacker Dr Ste 800
Chicago, IL 60606

Dear Mr. Adams:

It is my pleasure to notify you that on December 8, 2016 the National Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is October 31, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Michael Fawley
Chair—National PRC
nprc@aicpa.org 919 4024502

cc: Gary W Schafer; John Mark Edwardson

Firm Number: 10046712

Review Number 451038

Letter ID: 1131947A

System Review Report

To the Partners of
RSM US LLP
and the National Peer Review Committee
of the American Institute of Certified
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of RSM US LLP (the “firm”) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 and 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of RSM US LLP applicable to non-SEC issuers in effect for the year ended April 30, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RSM US LLP has received a peer review rating of *pass*.

BKD, LLP

December 2, 2016



July 31, 2019

City Council
City of Midwest City
Midwest City, Oklahoma

RSM US LLP

210 Park Avenue
Suite 1725
Oklahoma City, OK 73102

T +1 405 239 7961
F +1 405 235 0042

www.rsmus.com

Attention: City Council

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of City of Midwest City's financial statements and compliance as of and for the year ended June 30, 2019.

Communication

Effective two-way communication between our firm and the members of the City Council is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding City of Midwest City and its environment, identifying appropriate sources of audit evidence and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate to us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing and extent of audit procedures, your suspicion or detection of fraud or abuse, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other known or likely fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements or abuse that are likely to have a material effect on the financial statements. We will also communicate illegal acts, instances of noncompliance, fraud or abuse that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of RSM US LLP is permitted to have any direct financial interest or a material indirect financial interest in a client or any affiliate of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies restrict certain non-audit services that may be provided by RSM US LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance.

As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance, including abuse.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality in both planning and performing the audit, evaluating the effect of identified misstatements or noncompliance on the audit and the effect of uncorrected misstatements, if any, on the financial statements, forming the opinion in our report on the financial statements, and determining or reporting in accordance with *Government Auditing Standards* and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial and compliance informational needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the financial statements, including compliance, will include obtaining an understanding of internal control sufficient to plan the audit and determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. Our review and understanding of City of Midwest City's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal control. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the *Government Auditing Standards* issued by the Comptroller General of the United States, the *Single Audit Act*, and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 CFR 200 (Uniform Guidance).

We will issue reports on compliance with laws, statutes, regulations, and the terms and conditions of federal awards. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a direct and material effect on each major program. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards identified above.

Timing of the Audit

We will perform planning and interim procedures beginning August 5, 2019. Year end audit procedures will primarily be performed in October and November 2019. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to meeting this schedule and completing our audit on a timely basis.

Closing

This communication is intended solely for the information and use of the City Council of City of Midwest City, and is not intended to be and should not be used by anyone other than the specified parties.

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to City of Midwest City.

RSM US LLP



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: September 10, 2019

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 July 2019 which is the first (1) period of the FY 2019/2020.

A handwritten signature in black ink that reads "Troy Bradley".

Troy Bradley
Human Resources Director

FISCAL YEAR 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
PLAN INCOME												
Projected Budgeted (MTD)	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,836	674,836	674,836
Actual (MTD)	627,213											
Projected Budgeted (YTD)	674,837											
Actual (YTD)	627,213											
PLAN CLAIMS/ADMIN COSTS	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Projected Budgeted (MTD)	727,655	640,699	727,655	640,699	640,699	727,655	640,699	640,698	727,655	640,698	640,698	640,698
Actual (MTD)	646,453											
Projected Budgeted (YTD)	727,655											
Actual (YTD)	646,453											
EXCESS INCOME vs. EXPENDITURES	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Projected Budgeted (MTD)	-52,818	34,138	-52,818	34,138	34,138	-52,818	34,138	34,139	-52,818	34,138	34,138	34,138
Actual (MTD)	-19,240											
Projected Budgeted (YTD)	-52,818											
Actual (YTD)	-19,240											
FISCAL YEAR 2018-2019	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
PLAN INCOME												
Projected Budgeted (MTD)	590,806	886,209	590,806	590,806	590,806	590,806	590,806	590,806	886,209	590,806	590,806	590,806
Actual (MTD)	580,003	778,717	869,305	675,077	605,701	604,448	596,882	575,414	821,358	578,427	665,692	606,593
Projected Budgeted (YTD)	590,806	1,477,015	2,067,821	2,658,627	3,249,433	3,840,239	4,431,045	5,021,851	5,908,060	6,498,866	7,089,672	7,680,478
Actual (YTD)	580,003	1,358,720	2,228,025	2,903,102	3,508,803	4,113,251	4,710,133	5,285,547	6,106,905	6,685,332	7,351,024	7,957,617
PLAN CLAIMS/ADMIN COSTS	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Projected Budgeted (MTD)	569,824	854,736	569,824	569,824	569,824	569,824	569,824	569,824	854,736	569,824	569,824	569,824
Actual (MTD)	697,154	533,729	955,290	867,993	682,361	587,394	736,335	389,324	755,224	518,118	696,172	634,023
Projected Budgeted (YTD)	569,824	1,424,560	1,994,384	2,564,208	3,134,032	3,703,856	4,273,680	4,843,504	5,698,240	6,268,064	6,837,888	7,407,712
Actual (YTD)	697,154	1,230,883	2,186,173	3,054,166	3,736,527	4,323,921	5,060,256	5,449,580	6,204,804	6,722,922	7,419,094	8,053,117
EXCESS INCOME vs. EXPENDITURES	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Projected Budgeted (MTD)	20,982	31,473	20,982	20,982	20,982	20,982	20,982	20,982	31,473	20,982	20,982	20,982
Actual (MTD)	-117,151	244,988	-85,985	-192,916	-76,660	17,054	-139,453	186,090	66,134	60,309	-30,480	-27,430
Projected Budgeted (YTD)	20,982	52,455	73,437	94,419	115,401	136,383	157,365	178,347	209,820	230,802	251,784	272,766
Actual (YTD)	-117,151	127,837	41,852	-151,064	-227,724	-210,670	-350,123	-164,033	-97,899	-37,590	-68,070	-95,500

**FY19-20 CHANGE TO 24 PAY PERIODS FROM 26
2 EACH MONTH**

July 1/FY 2020: \$2,089,204
 July 1/FY 2019: \$2,094,426
 July 1/FY 2018: \$1,763,911
 July 1/FY 2017: \$1,563,130

**** HAD FIVE MONDAYS WITH REPORTED MEDICAL
CLAIMS PAID*****



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: September 10, 2019

SUBJECT: Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2019-20.

The Midwest City Police Department requests the Council renew the current agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility. The terms of the agreement shall be from July 1, 2019 through June 30, 2020.

In consideration of Midwest City Police Department providing space to City Tele-Coin Company for inmate telephone equipment and software, City Tele-Coin Company will compensate the City of Midwest City by paying a commission of fifty-two percent (52%) of all Usage Revenue generated through Traditional Collect, Prepaid Collect and Prepaid Inmate Calling Card telephone traffic (local, intraLATA, interLATA and Interstate) originating from the facility managed by the Midwest City Police Department. City Tele-Coin Company will pay all commissions on a monthly basis along with a monthly report of all monies. Based on last year's revenue numbers from inmate telephone services, the City could receive approximately \$13,568.48 in commissions. City Tele-Coin Company will provide this service and equipment at no cost to the City of Midwest City.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the _____ day of _____, 2019, by and between these parties:

City Tele-Coin Company, Inc. (hereinafter referred to as “**CTC**”), and

Midwest City Police Department (hereinafter referred to as “**MIDWEST**”)

WHEREAS, MIDWEST has requested **CTC** to perform the services hereinafter described and **CTC** has agreed to perform such services, subject to the terms and conditions hereinafter set out:

NOW IN CONSIDERATION of the payment of fees provided hereinafter and other terms and conditions hereinafter set out, **MIDWEST** and **CTC** hereby agree:

(A) THE WORK

MIDWEST agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require inmate telecommunication services, and that said telecommunications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone services. **CTC** shall install, service, and maintain inmate telephone services using methods consistent with sound, generally recognized practices ordinarily associated with the type of work to be performed, to include all existing and future facilities under the management of **MIDWEST**. **CTC** will be responsible for any and all local, long distance, and equipment charges. **CTC** shall remit to **MIDWEST** its portion of the revenues as set out herein below.

(1) LOCATIONS

- (a) Midwest City Jail**
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

(B) COMMISSIONS

As to any inmate phone that is located within those locations listed in Section A.1 whereby service to that phone is being provided by CTC successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CTC to MIDWEST commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual reassignment.

- (1) **CTC** shall remit to **MIDWEST** 52% (Fifty-Two Percent) of all *Usage Revenue* generated through *Gross Collect and Direct Pay* telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by **MIDWEST**, as listed in Section A "The Work" and processed by **CTC's** call processing system. **CTC** shall issue to **MIDWEST**, a Purchase Discount of 52% (Fifty-Two Percent) on *Prepaid Inmate Calling Cards* at any time a purchase is made by **MIDWEST**, revenue arising from the sale of Prepaid Inmate Calling Cards, sold by the facility, shall not be paid commission based on Billable Usage Revenue. Billable Usage Revenue is defined as Gross Revenue minus all applicable state, County, city, and/or federal taxes, and all fees applicable by law. **CTC** will pay all said commissions on a monthly basis along with a monthly report of all said monies.
- (2) **Remittance and Acceptance** – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, **CTC** shall remit commission payments to **MIDWEST** on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of **CTC** by way of written notice by **MIDWEST** and shall be made within 30 days after receiving said commission payment. **Acceptance** of said commission payment shall be final and binding if no objections are brought forth after 30 days after receipt thereof.
- (3) **Adverse Conditions** – At any time while this contract is in force and effect, should the Oklahoma Corporation Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes **MIDWEST'S** generated revenue from such traffic to be adversely affected, then both parties agree to work together toward the benefit of each other and may renegotiate the terms of this agreement temporarily or permanently.

(C) TERMS

The initial term of this contract shall be for a period of Twelve (12) months, with the initial term beginning date being July 1, 2019. The initial term completion date shall be June 30, 2020. Both parties, at their option, have the right to renew or cancel this contract, without cause, by complying exactly with the following procedure. A party desiring to cancel this contract shall give written notice of its intent to cancel by sending notice by certified mail, return receipt, to the address for the other party shown in Paragraph "I" of this contract, proper postage attached. This notice to cancel shall, and must, be mailed and therefore postmarked Ninety (90) days prior to the initial term completion date of June 30, 2020. Should neither party provide the required mandatory notice as set out hereinabove, this contract shall automatically roll over and therefore renew with the same provisions as set out herein, for another full term of Twelve (12) months, with the new roll over or renew term beginning on July 1, 2020. The renew or rollover completion date shall be on June 30, 2021. This renewal or roll over provision shall continue at each new completion date unless notice of intent to cancel is given per the procedure set out hereinabove.

(D) ASSIGNMENT

CTC's interest in and to this service agreement may be transferred or assigned, at the discretion of **CTC**, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

(E) EQUIPMENT

CTC agrees to provide for **MIDWEST** adequate equipment with the ability to perform monitoring, recording, and cutoff switches. **CTC** has the right, and maintains the right, to remove or relocate any telephone equipment, from any location which is the subject of and governed by the terms of this agreement that **CTC**, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until **MIDWEST** is given ten (10) days written notice of **CTC**'s intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. **CTC** agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of **CTC**. **CTC** agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by **MIDWEST**, subject to industry standards.

(F) OBLIGATIONS OF MIDWEST

MIDWEST agrees to undertake and perform the following: (i) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to **CTC**; (ii) Provide all necessary power and space for proper installation and maintenance of the equipment; (iii) Provide safe and secure access to the equipment by **CTC** and its employees or agents as needed by **CTC**; (iv) Allow **CTC** to affix signs to the equipment, as required by law. Said signs are to be furnished by **CTC**, and **MIDWEST** will not allow any other signs, equipment or information to be affixed to the equipment or in the immediate area unless mutually agreed to by both parties.

(G) DEFAULT

In the event either party fails to perform one of its obligations under this agreement **(i) by defaulting on a payment due; (ii) by non-performance or by interfering with the other party's performance or ability to perform; or (iii) through inability to perform their obligations under this agreement**, and such default or failure continues for more than ten (10) days after the non-defaulting party shall have given the defaulting party written notice specifying such default and demanding that the default be remedied or, in the case of any such default which cannot be remedied with ten (10) days, if defaulting party fails to proceed promptly to remedy any such default receiving such notice, **(iv) or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement**, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

(H) GOVERNING LAW

This Agreement and the rights and obligations of **MIDWEST** and **CTC** hereunder shall be subject to and interpreted in accordance with the laws of the State of Oklahoma.

(I) NOTICES

Notices or other communications required to be given under this agreement shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

TO MIDWEST: Midwest City Police Department

Attn: Chief Brandon Clabes
100 North Midwest Boulevard
Midwest City, Oklahoma 74834

(PH) 405-739-1302
(FX) 405-739-1398

TO CTC: City Tele-Coin Company, Inc.

Attn: Jerry Juneau, Sr.
4501 Marlena Street
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707
(FX) 318-746-1214

(J) EQUIPMENT OWNERSHIP

MIDWEST acknowledges and agrees that **CTC** shall remain the sole and exclusive owner of all inmate telephone equipment, from the interface to, and including, the telephone.

(K) REPAIR SERVICE

CTC shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. **CTC** shall respond within 24 hours after receipt of verbal notice, email notice, or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of **CTC** such as riot, fire, war, flood, parts unavailability, and strike.

- (i) Verbal Notice.....318-629-0760
- (ii) Facsimile Notice.....318-746-1214
- (iii) E-Mail Noticesupport@citytelecoin.com
- (iv) Emergency or Weekends.....318-588-7094 or 318-629-0760

(L) PREPAID CALLING CARDS

Prepaid calling cards will be provided to **MIDWEST** to be used for resale to inmates at **MIDWEST** only. The prepaid cards provided will not be subject to return or refund. Calling cards are subject to any applicable per charge surcharge fee together with all federal, state, and local taxes. All calling cards with be honored beginning with their first use or sale. Should you desire a third-party commissary operator to handle the prepaid calling card purchases for your facility, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify **CTC** in writing as to the name of the commissary operator you wish to use for the sale of the cards to you. The change to commissary operative will become effective upon our receipt of your notice to change. The change to a commissary operative will not affect your liability for the cost of the cards. You will remain primarily liable for said cost of purchase.

CTC shall invoice you for each of your orders for calling cards. All applicable sales taxes and other charges, including to shipping and handling, will be included in said invoice. You specifically agree to pay said invoice within thirty (30) days of your receipt of your order. Should you provide **CTC** with a Sales and Use Tax Resale Certificate wherein you take responsibility for, and assume the sole liability for, charging and collecting applicable taxes from the end users, and for remitting said taxes to the proper taxing authority, **CTC** will not charge the sales taxes on the purchase invoice submitted to you upon purchase of the prepaid calling cards.

MIDWEST acknowledges that the prepaid calling cards invoice may be subject to a discount as agreed by the parties. The sales invoice will show the face value of the cards less the discount, if any, together with sales tax, shipping and handling charges and will be due and payable thirty (30) days after receipt of **MIDWEST**'s order. Should the invoice not be paid within said thirty (30) days, **CTC** hereby reserves, and **MIDWEST** hereby authorizes, **CTC** to charge reasonable interest on any amounts past due. Further, should the invoice amount not be paid within the thirty (30) day period, you specifically authorize **CTC** to deduct the balance due from any earned commissions which you may have coming due from **CTC**. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by **CTC** prior to the time of sale.

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

(M) EXCLUSIVITY PROVISION

MIDWEST hereby states and affirms that CTC shall, during the terms of this agreement and any rollover term, be the exclusive sole provider of any and all inmate telecommunications systems, including but not limited to inmate telephone systems, video visitation systems, messaging, texting, arraignment systems, and any and all other Apps or systems which can be provided by CTC by wired or wireless devices.

(N) ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

(O) SEVERABILITY

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

THUS DONE AND SIGNED on this _____ day of _____, 2019.

Midwest City Police Department

Midwest City Oklahoma

By: _____
Signature

By: _____
Signature

Brandon Clabes

Print Name

Print Name

Chief

Title

Title

THUS DONE AND SIGNED on this _____ day of _____, 2019.

City Tele-Coin Company, Inc.

By: _____
Signature

Gerald L. Juneau

Print Name

President & CEO

Title

CTC Phone Manager

User :stewartmw:

Facility Revenue Report by Call Type

From Date 2018-07-01

Thru Date 2019-06-30

Facility Midwest City Ok(Midwest City, OK) - 4057391 Call Type (notset)

Facility Revenue Report						
Facility Name	Call Type*	Records	Revenue	FCC Tax	Commissionable Revenue	Duration
4057391 Midwest City Ok	FreePhone	3,756	0.00	0.00	0.00	6,812:04
	NoBill	249	0.00	0.00	0.00	905:56
	PPAcct	3,041	4,779.59	402.11	4,377.48	17,588:53
	PPCard	5,004	9,458.52	267.52	9,191.00	26,836:09
	Visit	393	0.00	0.00	0.00	3,714:00
Grand Total(s):		12,443	14,238.11	669.63	13,568.48	55,857:02



The City Of Midwest City
Neighborhood Services Department
Neighborhoods In Action • Code Enforcement • Neighborhood Initiative

MEMO

To: Honorable Mayor and Council

From: Mike S. Stroh, Neighborhood Services Director

Date: September 10, 2019

Subject: Discussion and consideration of accepting the Monthly Neighborhood Services report for July 2019.

In July 2019, the Code Enforcement Division had ten officers for the month. City Clerk’s Code Officer was included in these numbers as was the three Neighborhood Initiative Coordinators. One Coordinator was in training. Together they opened 1,133 new cases, cleared 1,297 cases, contracted 156 properties, and wrote 67 new citations. This makes 5,393 cases for the year and we currently have 827 open cases. Last year we had nine officers working.

Here is a breakdown of all the violations worked for the month.

	July 2018	Total 2018	July 2019	Total 2019
Tall Grass & Weeds	552	1,526	464	1,472
Rubbish	118	509	108	600
Trash & Debris	178	1,152	204	1,062
Other Nuisance	127	946	220	1,024
Structures	73	689	57	642
Vehicles	60	389	70	395

This shows a comparison between 2018 and 2019 of the total cases worked by each ward.

	July 2018	Total 2018	July 2019	Total 2019
Ward 1	386	1,726	321	1,526
Ward 2	112	564	162	847
Ward 3	155	863	268	1,109
Ward 4	74	442	92	434
Ward 5	274	1,117	170	960
Ward 6	116	597	120	517

For the total in the Tall Grass & Weeds we only count the one notice type.

For the total in the Rubbish we only count the one notice type.

For the total in the Trash & Debris we only count the one notice type.

For the total in the Other Nuisance we count thirty-two notice types;
Alcoholic Beverages, Assistance to Another Officer, Beer License, Coin Amusement Devices, Collection/Donation Boxes-Debris, Collection/Donation Boxes-Maintenance, Collection/Donation Boxes-Registered, Computer Work, Family Amusement License, Garage Sale-Permit Required, Graffiti, Health License, Litter, Misc. Violation, Nuisance Yard, Personal Storage Units (Commercial), Personal Storage Units (Residential), PM-Sewer, PM-Utilities Required-Water, Polycarts, Pool and Billiard Halls, Sight Triangle, Solicitor-Permit Required, Sports Equipment, Temporary Signs, Thank You Cards, Trim Trees, Utilities Required-Sanitation, Zoning-Group Residential, Zoning-Merchandise For Sale, and Zoning-C-3.

For the total in the Structures we count thirteen notice types;
Address Numbers, PM-Accessory Structure, PM-Blighting Influence, PM-Boarded Dwellings, PM-Condemned Structure, PM-Exterior Paint, PM-Garage Doors, PM-General Exterior, PM-Open and Unsecure, PM-Roofs & Drainage, PM-Stairways and Porches, PM-Swimming Pools, Spas & Hot Tubs, PM-Vacant (Dilapidated) Structures, and PM-Windows and Glazing.

For the total in the Vehicle we count four notice types;
Commercial Soft Surface, Inoperative Vehicle, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and City Council

From: Mike Bower, Midwest City Emergency Manager

Date: September 10, 2019

Subject: Discussion and consideration of approving a resolution maintaining the Nine-One-One Emergency Telephone Fee Rate at three percent for calendar year 2020.

The resolution allows ACOG to collect a 3% Nine-One-One Emergency Telephone Service Fee for the calendar year 2020. The rate is the same as it has been for many years.

Staff recommends approval.

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

Mike Bower
Emergency Manager

RESOLUTION # _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MIDWEST CITY,
ESTABLISHING THE NINE-ONE-ONE EMERGENCY TELEPHONE FEE RATE
FOR CALENDAR YEAR 2020

WHEREAS, the governing body of Midwest City has approved the acquisition and operation of an emergency telephone service together with the levy or imposition of user fee/tax for such services; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine-One-One Emergency Act, 63 O.S. Supp., 1987, §2811 et seq., as amended.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Midwest City that it does, hereby establish the rate for the Nine-One-One Emergency Telephone Service Fee for the calendar year 2020 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within said city in accordance with said Act beginning January 1, 2020.

Matthew D. Dukes, II, Mayor

ATTEST:

Sara Hancock, City Clerk



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mike Bower, Emergency Management Director

DATE: September 10, 2019

SUBJECT: Discussion and consideration of approving and entering into a Memorandum of Understanding with the Oklahoma Office of Homeland Security for a Federal FY 2019 Homeland Security Grant Program grant for local funding for the Oklahoma Interoperable Communications Program in the amount of \$452,125.00 and assigning those grant funds to the State of Oklahoma for (1) planning costs for updating the Statewide Communications Plan (SCIP), (2) purchase and install interoperable communications equipment; purchase and install software upgrades for existing 800 MHz equipment; fund planning and operational oversight costs for the statewide interoperable communications systems (700/800 MHz trunked and conventional), (3) provide funding towards training & exercises for interoperable communications, (4) including but not limited to the salary and benefits of Oklahoma Office of Homeland Security and/or Oklahoma Department of Public Safety communication planners; and authorizing the mayor and/or city manager to enter into and execute any agreements and/or other documents on behalf of the City that are necessary or appropriate to effect the purposes and objectives of the grant.

This communications program will continue to enhance the capability of state and local units of government to prevent, deter, respond to and recover from disasters/emergencies including but not limited to incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber-attacks by providing connectivity and communications interoperability between state and local responders.

Staff recommends approval.

A handwritten signature in black ink that reads "Mike Bower".

Mike Bower
Emergency Management Manager
Attachment: MOU

**MEMORANDUM OF UNDERSTANDING
2019 HOMELAND SECURITY GRANT PROGRAM
INTEROPERABLE COMMUNICATIONS PROGRAM
DESIGNATION OF THE STATE AS THE AGENT FOR THE LOCAL
SHARE OF GRANT FUNDING**

Generally, DHS guidelines require 80% of Homeland Security funds to be awarded to local units of government. However, if requested by a local jurisdiction, the State may retain a portion of "Local" grant funds for equipment used by the State and/or for planning, exercises and training activities that are coordinated by the State for the benefit of local units of government.

I, as the duly authorized official of the City of Midwest City, Oklahoma (the "City") have read and understood the Federal FY 2019 Homeland Security Grant Program (the "2019 Grant") Guidance and Application Kit, which can be found at the following web address:

https://www.fema.gov/media-library-data/1555008381091-144e7470ec5e1958d6ad5e103c0825ad/FY_2019_HSGP_NOFO_FINAL_508.pdf

On behalf of the City, I hereby accept \$452,125.00 of 2019 Grant local funding and hereby assign this funding to the State of Oklahoma, specifically to the Oklahoma Office of Homeland Security (OKOHS) and the Oklahoma Department of Public Safety (DPS), for (1) planning costs to include updating the Statewide Communications Plan (SCIP). This includes updating implementation steps for the revised National Emergency Communications Plan (NECP); established by the National Council of Statewide Interoperability Coordinators (NCSWIC); (2) purchase and install interoperable communications equipment which includes the support of shared 700/800 MHz systems as well as the procurement of narrowband compliant equipment, UHF, VHF and the implementation of P25 software for existing radios; providing mobile and handheld radios to first responders, portable repeater's, and equipment resources needed to support interoperable communications; (3) provide funding towards training and exercises for interoperable communications; and (4) fund salaries of the Statewide Interoperability Coordinator (SWIC) and personnel to procure and deploy communications infrastructure and equipment, assist with training and exercises, and developing standard operating procedures, and program management. These expenditures will be for the benefit of the City and other state and local units of government throughout the State of Oklahoma. It is anticipated that a portion of the funding covered by this MOU will ultimately be supported by direct awards to individual local units of government (at such time as specific needs and costs are identified). This MOU will help to facilitate the efficient procurement and allocation of critical communications components.

Program Title: Oklahoma Interoperable Communications Program

Description: This program will enhance the capability of state and local units of government to prevent, deter, respond to and recover from disasters/emergencies including but not limited to incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber-attacks by providing connectivity and communications interoperability between state and local responders.

Local Authorizing Official/Point of Contact for the City:

Name: _____

Position: _____

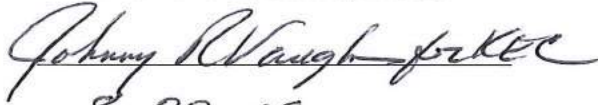
Signature: _____

Date: _____

Phone/Email: _____

State Administrative Agency (SAA) Official/Point of Contact:

Name: Kim Edd Carter
Oklahoma Homeland Security Director

Signature: 

Date: 8-22-19

Return to: Oklahoma Office of Homeland Security (OKOHS)
Post Office Box 11415
Oklahoma City, OK 73136
405.425.7296
405.425.7295 (Fax)



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: September 10, 2019

RE: Discussion and consideration of 1) acceptance of two Oklahoma County Community Support grants in the amount of \$12,500 for the Mid Del Group Home Sheltered Workshop and \$1,000 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 contracts/agreements to implement the grants.

The City of Midwest City applied for and has been awarded two 2019-20 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 \$12,500 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, Senior Center and Alliance Health Midwest Social Services. Community Action Officers will also have access to the bus passes as needed. 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 cost, transportation expenses which include fuel, assistance with driver and health care coordinator salary & fringe cost, vehicle 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 \$12,500 (Twelve Thousand Five Hundred 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 23rd 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 August 14, 2019 as executed by the County, and will terminate on June 30, 2020, 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: _____
Matthew D. Dukes, II, Mayor

Date: _____

By: _____
Christi Jernigan-Marshall,
Director of 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.

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 \$1,000 (One 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 23rd 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 August 14, 2019 as executed by the County, and will terminate on June 30, 2020, 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

By: _____
 Matthew D. Dukes, II, Mayor

Date: _____

By: _____
 Christi Jernigan, -Marshall,
 Director of 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.

 District Attorney



Reporting the Midwest City YMCA Baseball Assistant City Manager

Vaughn Sullivan

vsullivan@midwestcityok.org

100 N. Midwest Blvd.

Midwest City, Oklahoma 73110

O: 405-739-1207 /Fax: 405-739-1208

www.midwestcityok.org

Memorandum

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: September 10, 2019

SUBJECT: Discussion and consideration of accepting the Midwest City YMCA baseball 2018-19 financial statement.

The Facility Lease Agreement with the Midwest City YMCA baseball requires that they submit an annual financial statement.

The 2018-19 Midwest City YMCA baseball financial statement is attached for your review. Christy Barron, Finance Director, has reviewed and approves of the submission.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Assistant City Manager

Attachment: Baseball Financial Report

FINANCIAL REPORT

(Must cover 12 month period)

An Excel spreadsheet may be used with this information included

Organization Name: MIDWEST CITY YMCA Baseball

A. BEGINNING Balance as of July 1, 2018 \$ 780 (A)
Date

B. Revenues:

Fundraisers \$ 0

Donations \$ 0

League Fees \$ 2175.00

Tournament Fees \$ 0

Gate Fees \$ 0

Sponsors \$ 0

Concessions \$ 0

Other Field Rental \$ 900.00
List

Total Revenue: \$ 3075.00 (B)

C. Total AVAILABLE (A+B) \$ 3861.00 (C)

D. Expenses

Coaches Director 1/8th salary \$ 4608.10

Referees officials \$ 531.42

Tournament Expenses \$ 0

Supplies \$ 329.60

Utilities \$ 0

Bank Fees \$ 0

Concession (Cost of Goods Sold) \$ 0

Concession Equipment	\$	<u>0</u>
Program Equipment	\$	<u> </u>
Dues & Subscriptions <i>OK Healthn Dept</i>	\$	<u>250.⁰⁰</u>
Other _____ List	\$	<u> </u>
Total Expenses:	\$	<u>5719.12</u> (D)
REVENUE OVER/UNDER EXPENSES (B MINUS D)	\$	<u>(2,644.12)</u>
ENDING Balance as of (C Minus D) <i>June 30, 2019</i>	\$	<u>(1,858.12)</u>
		<u> </u> Date

Information that must be attached to Financial Report:

- JMCA does not have separate bank accounts just for baseball.*
1. Copies of bank statements.
 2. Copies of general ledger (must be legible or will be returned).
 3. List of organization's officers. - *Audrey Sanford, Executive Director*

Items that must be available upon request:

1. Receipts/Invoices with check number or date of purchase (for electronic purchases) written in.
2. Copies of all organization IRS forms submitted.

Financial Position

(Must cover 12 month period)

An Excel spreadsheet may be used with this information included

Organization Name: MIDWEST CITY YMCA Baseball

Assets:

Cash Balance

List all bank account balances for last day of reporting period.

0

Machinery & Equipment

For each item, list serial number, description, & purchase price.

List everything having a useful life of more than one year & over \$250 purchase price.

0

Total Assets:

0 (A)

Liabilities:

Loan Balances

List balance on last day of reporting period.

0

Credit Card Balances

List balance on last day of reporting period.

0

Accounts Payable

List balance for all accounts outstanding for more than 90 days (overdue) on last day of reporting period.

0

Total Liabilities:

0 (B)

Total Equity: (A-B)

0



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: September 10, 2019

SUBJECT: Discussion and consideration of purchasing Kenwood P25 Conventional/Phase 1/Phase 2 Trunking/Encryption licensing for the Police department mobile radios in the amount of \$130,700.00 from Stolz Telecom LLC as a part of the Moving Midwest City Forward 2018 Bond projects.

As you may recall, this item was bid on July 23, 2019 and awarded to the sole bidder, Stolz Telecom LLC, on August 13, 2019 as a part of the Moving Midwest City Forward 2018 Public Safety Bond. The additional licensing needs to be purchased to allow the mobile radios to communicate via Conventional, Phase 1/Phase 2 Trunking, and Encryption. Staff has worked with the Police department and has verified the need to purchase the licensing for one hundred (100) new mobiles for police vehicles. This solution fits into our overall communications plan and is fully compatible with the recently acquired Public Safety 7-channel single-site P25 700 MHz Trunking radio system.

Ryan Rushing, Information Technology Director

Invitation for Sealed Bids

COMMUNICATIONS EQUIPMENT AND INSTALLATION

CITY OF MIDWEST CITY
100 N. MIDWEST BLVD., MIDWEST CITY, OKLAHOMA 73110

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

Published in: *Midwest City Beacon*

Date Advertised: *July 12, 2019*

Bids must be in the Office of the City Clerk by no later than **2:00 P.M. on July 23, 2019.**

IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

Please state the minimum number of units of each item that must be purchased to receive any available volume pricing (i.e. 1-10 = \$ _____, 11-20 = \$ _____, etc. **See Attached Statement Concerning Volume Pricing*)

Description	Est. Qty.	Unit Price	Volume Pricing
Kenwood NX-5400K3 7-800MHz/ portable	100	\$555.00	\$555 per unit
KNB-L2M 2600mAh Battery	200	\$85.00	\$85.00 per unit
KNB-L55M Intrinsically Safe LiPo Battery	200	\$135.00	\$135.00 per unit
KBH-11 Spring Action Belt Clip	100	\$9.50	\$9.50 per unit
KBH-8DS Leather swivel Belt loop with Portable D-ring	100	\$17.00	\$17.00 per unit
KLH-6SW Leather swivel belt loop-detachable swivel D-ring back	100	\$14.00	\$14.00 per unit
KLH-137 Heavy-Duty "Boston-Belt" strap for case	100	\$23.50	\$23.50 per unit
KLH-200K3 Heavy Duty Leather case	100	\$28.50	\$28.50 per unit
KLH-201K3 Nylon case	100	\$17.00	\$17.00 per unit
KWD-YH-5000 Yellow Housing Kit	100	\$26.50	\$26.50 per unit
KWD-OH-5000 Orange Housing Kit	100	\$26.50	\$26.50 per unit
KBP-8M International Orange Alkaline Pack	100	\$68.50	\$68.50 per unit
KRA-32K 7-800MHz/ portable antenna	100	\$22.00	\$22.00 per unit
KWD-5100CV Conventional P25	100	\$362.00	\$362.00 per unit
KWD-5101TR Phase 1 P25 Trunking	100	\$330.00	\$330.00 per unit
KWD-5102TR Phase 2 P25 Trunking	100	\$260.00	\$260.00 per unit
KWD-AE31K Multi-key Encryption Module	100	\$355.00	\$355.00 per unit
L-5004 Factory install of Encryption Module	100	\$47.50	\$47.50 per unit
KSC-32 Rapid single unit charger	100	\$50.00	\$50.00 per unit
KMC-54WDM Immersion rated noise control Speaker Mic	100	\$84.50	\$84.50 per unit
Kenwood NX-5900K 7-800MHz Dash Mount Mobile Kit	100	\$812.50	\$812.50 per unit
Kenwood NX-5900BK 7-800MHz mobile	100	\$648.00	\$648.00 per unit
Kenwood NX-5800BK2 UHF mobile	100	\$470.00	\$470.00 per unit
Kenwood NX-5700BK VHF mobile	100	\$470.00	\$470.00 per unit
SFM KCH-20 Full Feature Single Radio Remote Kit	100	\$600.00	\$600.00 per unit

Invitation for Sealed Bids

5FMM-MR KCH-20 Full Feature Dual Radio Remote Head Kit with multiple speakers	100	\$690. ⁰⁰	\$690. ⁰⁰ per unit
5FMMM-MR KCH-20 Full Feature Triple Radio Remote Kit with multiple speakers	100	NO LONGER AVAILABLE	
L-5031 Package for Dual Deck Single Head Remote	100	\$60. ⁰⁰	\$60. ⁰⁰ per unit
L-5032 Package for Dual Deck Multiple Speakers	100	\$98. ⁰⁰	\$98. ⁰⁰ per unit
L-5036 Package for Triple Deck Single Head multiple speakers	100	NO LONGER AVAILABLE	
L-5008 KWD-AE31K install into mobile	100	\$49. ⁰⁰	\$49. ⁰⁰ per unit
KCT-46 Ignition Sense Cable	100	\$8. ⁹⁰	\$8. ⁹⁰ per unit
KCT-23 DC Power Cable	100	\$20. ⁵⁰	\$20. ⁵⁰ per unit
KES-5 External Speaker	100	\$40. ⁰⁰	\$40. ⁰⁰ per unit
KES-3S External Speaker	100	\$48. ⁵⁰	\$48. ⁵⁰ per unit
KAP-2 Horn Alert P.A. Option	100	\$41. ⁰⁰	\$41. ⁰⁰ per unit
KCT-72M External Accessory Connection Cable	100	\$23. ⁸⁵	\$23. ⁸⁵ per unit
KCT-73MIC External Mic Option	100	NO LONGER AVAILABLE	
KCT-74PTT External PTT Option	100	NO LONGER AVAILABLE	
KMB-10 Keylock Adapter	100	\$17. ¹⁰	\$17. ¹⁰ per unit
KWD-5002SD SD card port activation	100	\$68. ²⁵	\$68. ²⁵ per unit
KPG-46XM USB Programming Interface	1	\$110. ⁹⁵	\$110. ⁹⁵ per unit
KPG-36XM USB Programming Interface	1	\$110. ⁹⁵	\$110. ⁹⁵ per unit
KPG-115 KVL-3000Plus KVL-4000 interface cable	1	\$183. ⁷⁵	\$183. ⁷⁵ per unit
KPG-93 KVL-3000.4000 interface cable	1	\$183. ⁷⁵	\$183. ⁷⁵ per unit
KAS-12K Battery Management Software License	1	\$59. ⁵⁰	\$59. ⁵⁰
KAS-12PRO Battery Management Database	1	\$245. ⁰⁰	\$245. ⁰⁰
KWD-5106T OTAR GPS Data License	1	\$126. ⁰⁰	\$126. ⁰⁰
Laird MB8 NMO mount and coax	200	\$15. ⁰⁰	\$15. ⁰⁰ per unit
Laird TRA7600S3NB mobile antenna	100	\$45. ⁰⁰	\$45. ⁰⁰ per unit
Huber-Suhner H_N-50-3-28-133_NE N-Connector Male	100	\$11. ⁵⁰	\$11. ⁵⁰ per unit
Remove XTL mobile and install new radio into vehicle	100	\$375. ⁰⁰	\$375. ⁰⁰ per unit

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

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

DELIVERY WILL BE MADE IN 45 DAYS OR LESS FROM DATE OF ORDER, DATED THIS 23rd DAY OF July, 2019

FIRM Stolz Telecom LLC BY John D Mayes
 ADDRESS 6825 CAMILLIE AVE TITLE Western Oklahoma Area
OKLAHOMA CITY, OK 73149 Sales Manager

Invitation for Sealed Bids

Accepted by the City Council this _____ day of _____, 2019.

Mayor

City Clerk

Approved as to form this _____ day of _____, 2019.

City Attorney



Stolz Telecom

Estimate

EST-000258

Bill To

Midwest City Information Technology Department
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Estimate Date : August 28, 2019

Expiration Date : September 27, 2019

Ship To

Scott Walsh
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Salesperson : John Mayes

Delivery Preference : Customer Pick-up

#	Item & Description	Qty	Rate	Amount
1	NX-5900 700/800 MHZ MOBILE LICENSE KEYS -	1.00	0.00	0.00
2	KWD-5100CV License Key for P25 Conventional	100.00	362.00	36,200.00
3	KWD-5101TR License Key for P25 Phase 1 Trunking (requires KWD-5100CV) Note: Required for Link Layer Authentication	100.00	330.00	33,000.00
4	KWD-5102TR License Key for P25 Phase 2 Trunking (requires KWD-5100CV & KWD-5101TR)	100.00	260.00	26,000.00
5	KWD-AE31K AES & DES Encryption Module (Multi-Key)	100.00	355.00	35,500.00
			Sub Total	130,700.00
			OK STATE TAX (4.5%)	0.00
			OK CITY TAX (4.6%)	0.00
			Total	\$130,700.00

Notes

License Keys and Encryption required for NX-5900 Mobile Radios.

Terms & Conditions

ORDERING – Stolz Telecom reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us. The minimum order value is \$50.00 and orders may be either shipped complete or shipped allowing for backorder merchandise, at our

option. Orders may also be picked-up at our facilities or be staged for delivery / pick-up at a future date by advance arrangement.

PRICING – Prices are subject to change, without advance notice, and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted.

PAYMENT TERMS - We accept Visa and MasterCard credit cards at the point of sale. For information on establishing an open account with us, please contact our Credit Department at 877.457.2262. For amounts due on account, Check is accepted.

TAXES - If applicable, sales tax will be added to your invoice unless an acceptable resale tax exemption certificate is provided.

DELIVERY – We will make reasonable efforts to meet delivery and performance dates, but we are not liable for delays due to causes beyond our control. We will endeavor to ship all orders for in-stock merchandise placed before 2:00 PM each day. Orders requiring cable processing, component assembly or specialized packaging may require extra processing time. Will Call pick-up service is also available by advance arrangement.

SHIPMENT & RISK OF LOSS - Domestic U.S. orders are tendered to carrier with freight prepaid and billed to you, unless otherwise specified at time of quotation. We will prepay and bill to you all shipping, handling and insurance charges on all domestic orders, unless otherwise specified at the time of the order. We reserve the right to choose the freight carrier unless otherwise specified by you, the customer. International orders are tendered as EXW Origin (Incoterms 2010) and will be shipped via Collect or 3rd-party freight terms via your preferred carrier or shipped to your freight forwarder with any freight charges prearranged by you. Export packaging is available at an additional charge. You will be responsible for all insurance, customs, and duty charges. For domestic and international orders, title and risk of loss shall pass to you upon delivery to carrier, risk of loss or damage from point of shipment shall fall upon you and it is your responsibility to file all claims with the carrier.

DAMAGES IN TRANSIT/CLAIMS – All shipments must be thoroughly inspected for visible damage and completeness by the recipient before accepting delivery from the carrier. If any damage is found or a shortage determined, the delivery bill-of-lading should be A) noted as such prior to acceptance or B) the shipment may be partially or completely refused. If no exceptions are noted at the time of receipt, the delivery will be deemed as “accepted in good condition” by you, releasing the carrier and us from further liability or recourse. Any claims for concealed damage or material shortages must be promptly reported to us within 24 hours of the receipt.

CUSTOM PRODUCTS & ASSEMBLIES – We require an engineering and purchasing approval sign-off for special orders and custom products, including non-stock cable assemblies. All such items are considered non-cancelable, non-returnable and non-refundable, unless defective. Any such defective items will be repaired or replaced only, at our option.

WARRANTIES - All warranty items shall be repaired, replaced or credited in accordance with the manufacturer's warranty policy. Any warranty, expressed or implied, is set forth and limited by and to the manufacturer's written warranty policy on the products that we sell. **STOLZ TELECOM MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS IT SELLS OR THE SUITABILITY OR FITNESS OF A PRODUCT FOR ANY PARTICULAR PURPOSE OR USE.**

SPECIFICATIONS – All product specifications represented are derived from the manufacturer. Changes in specification and / or design by the manufacturer may occur at any time, without advance notice.

CHANGES / CANCELLATIONS – Orders may not be cancelled or modified, either in whole or in part, without our written consent, and may then be subject to payment of a reasonable charge for costs incurred in cancelling or modifying the order.

RETURN POLICY – Before any merchandise may be returned, a Return Goods Authorization (RGA) number must be obtained. An RGA may be requested by calling 877.457.2262 or by e-mailing Orders@StolzTele.com. All inquiries will be evaluated and a determination will be made to approve, or deny, the request within 3 business days. If approved, an RGA number and set of return instructions will be provided by our Customer Service Department. All requests to return merchandise must be made within 30 days from the date of purchase and RGA's are valid for 30 days only. It is your responsibility to coordinate return logistics and you will be responsible for any associated shipping charges. All returned items will be thoroughly inspected to validate its condition. In-store credit will be issued for items that are returned complete & unused, in the original manufacturers' packaging, in like-new condition. Any returned goods received by us in unsatisfactory condition will be returned to you. Authorized returns are subject to a restocking fee of no less than 15%. Special orders, cut-to-length cable and made-to-order jumper assemblies are non-returnable.

DEFECTIVE MERCHANDISE POLICY - An RGA may also be obtained, per above, to facilitate the servicing of an item that is inoperable due to a possible manufacturing concern. When requesting service for a warranty-related matter, a detailed report of the defective issue must be included. An RGA number and set of return instructions will be provided by our Customer Service Department. Reportedly defective items will be returned to and evaluated by the Original Equipment Manufacturer (OEM). Upon their verification of a warrantable defect, such item(s) will be repaired, replaced or credited as determined by the OEM's warranty policy.

LIMITATION OF LIABILITY – In no event shall we be liable to you, under any cause of action or claim of any nature whatsoever, regardless of whether characterized as tort, negligence, contract, warranty, or otherwise, (A) for any loss of profits or other economic loss, including, but not limited to, such losses as: (i) wages paid to Buyer's employees or other manual labor costs, (ii) lost revenue, (iii) lost use of equipment, (iv) purchase, lease, or other acquisition of replacement or temporary equipment, facilities or services, (v) cost of capital or (vi) costs or losses relating to downtime, or (B) any other indirect, special, consequential, punitive, exemplary or other similar damages arising out of any claim relating to Buyer's purchases of goods or services gives rise to Stolz Telecom's liability to Buyer.

AMENDMENTS – You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may

change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

GOVERNING LAW – These Terms and Conditions shall be governed by and construed in accordance with laws of the State of Oklahoma for agreements to be performed entirely within the State of Oklahoma, and the State of Texas for agreements to be performed entirely within the State of Texas without regard to choice of law provisions.

GENERAL – You acknowledge that you have read these Terms and Conditions, understand them and agree to be bound by such Terms and Conditions. All typographical errors are subject to correction.



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: September 10, 2019

SUBJECT: Discussion and consideration of approving the purchase of custom development software and enhancements for Incode Public Safety with Tyler Technologies in an amount not to exceed \$150,000.00 as a part of the Moving Midwest City Forward 2018 Public Safety Bond projects

As you may recall, the purchase of custom development software and enhancements for Incode Public Safety software with Tyler Technologies was on the project list as a part of the Moving Midwest City Forward 2018 Public Safety Bond. At this time, there are eight custom development software and enhancements that are needed:

1. Show built in Indicators at the top of the iPads Screen (Time, Connectivity, and Battery) - (Fire)
2. Arrive a Unit based on its Location and Distance from the Assigned Call Location - (Fire)
3. Allow decal to be run through OLETS on iPad - (Police)
4. Link Media from a Call for Service to any Generated Case Number in Incident Module - (Police & Fire)
5. Allow Mobile Unit to Go En Route from a Push Notification on the iPad - (Fire)
6. Allow Unit Allocation to be Defaulted to Rule, Time, Distance by Jurisdiction and Call Type - (Dispatch for Fire)
7. CAD WebView for calls for service - (Police & Fire)
8. Tyler Forms for reporting - (Dispatch)

This software was originally installed in 2010 and has been enhanced upon to improve security and capabilities as needed. As with any solution, there are tasks that have been identified that the software is not currently capable of completing. The list above represents changes for each public safety agency and will allow for a better and faster response as well as more information in the field when responding to emergencies.

Staff recommends approval.

Ryan Rushing
Information Technology Director

Incode Public Safety Custom Development

Included in this packet are 6 custom development work items.

1. Show built in Indicators at the top of the iPads Screen (Time, Connectivity, and Battery)
2. Arrive a Unit based on its Location and Distance from the Assigned Call Location
3. Allow Vehicle to be Run using Decal Number through OLETS
4. Link Media from a Call for Service to any Generated Case Number in Incident Module
5. Allow Mobile Unit to Go En Route from a Push Notification in iPad
6. Allow Unit Allocation to be Defaulted to Rule, Time, Distance by Jurisdiction and Call Type.

The total cost of this development work is \$20,500 plus \$1,800 in annual maintenance.



Quoted By: Sarah Koski
 Quote Expiration: 12/3/2019
 Quote Name: City of Midwest City Police Department - Unit Allocation change
 Quote Number: 2019-86918
 Quote Description: Allow Unit Allocation to be Default to Rule, Time, Distance by Jurisdiction and Call Type.

Sales Quotation For

Cole Davis
 City of Midwest City Police Department
 100 N Midwest Blvd
 Midwest City , OK 73110-4319
 Phone: +1 (405) 869-8629
 Email: CDavis@MidwestCityOK.org

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Allow Unit Allocation to be Defaulted to Rule, Time, Distance by Jurisdiction and Call Type.	1	\$7,000	\$7,000	\$0
TOTAL:			\$7,000	\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$7,000	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$7,000	\$0
Contract Total	\$7,000	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Incode Public Safety development will augment the current functionality of the Unit Allocation feature in CAD to allow an administrator to setup a default method of determining the best allocation (e.g. Rule, Time, or Distance) based on a combination of the Call Type and Rule Jurisdiction.

This provides flexibility to set different default methods for differing call types, or for the same call type occurring in different jurisdictions where allocation needs may differ.

1. Initially, the system will check through all set rules for a selected call type in the jurisdiction of the call location, as it does today, and provide the best match on available unit sub-types.
2. Next, the system will then trigger the defaulted method automatically based on the setup in Call Type Code setup, and provide a re-ordered list of preferred units based on Time from the call location or Distance from the call location.

Comments

If the 'Rule' option is the default, then only the first part (part 1) is required above, and the system will work as it does today.

** Note: The Time and Distance capabilities are dependent on the end users' use of AVL in the Mobile units being allocated, and routing rules either set by the GIS department of the agency, or those rules available through ESRI online. Incode Public Safety has no control over the actual routing or rules therein.



Quoted By: Sarah Koski
 Quote Expiration: 12/4/2019
 Quote Name: City of Midwest City Police Department - Vehicle return changes
 Quote Number: 2019-86947
 Quote Description: Allow Vehicle to be Run using Decal Number through OLETS

Sales Quotation For

Cole Davis
 City of Midwest City Police Department
 100 N Midwest Blvd
 Midwest City , OK 73110-4319
 Phone: +1 (405) 869-8629
 Email: CDavis@MidwestCityOK.org

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Allow Vehicle to be Run using Decal Number through OLETS	1	\$2,500	\$2,500	\$625
TOTAL:			\$2,500	\$625

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$2,500	\$625
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$2,500	\$625
Contract Total	\$3,125	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Comments

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- Expenses associated with onsite services are invoiced as incurred.

Incode Public Safety LETS interface (including Mobile LETS and iPad LETS) will be updated / modified to allow vehicles to be run using the Decal number if provided for Oklahoma license plates.

*** Note: This functionality may also involve an increased license fee to our LETS provider Commsys.



Quoted By: Sarah Koski
 Quote Expiration: 12/4/2019
 Quote Name: City of Midwest City Police Department - Media Link
 Quote Number: 2019-86942
 Quote Description: Link Media from a Call For Service to any Generated Case Number in Incident Module

Sales Quotation For

Cole Davis
 City of Midwest City Police Department
 100 N Midwest Blvd
 Midwest City , OK 73110-4319
 Phone: +1 (405) 869-8629
 Email: CDavis@MidwestCityOK.org

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Link Media from a Call For Service to any Generated Case Number in Incident Module	1	\$1,500	\$1,500	\$300
TOTAL:			\$1,500	\$300

Summary

	One Time Fees	Recurring Fees
Total Tyler Services	\$1,500	\$300
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$1,500	\$300
Contract Total	\$1,800	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Comments

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- Expenses associated with onsite services are invoiced as incurred.

Incode Public Safety will add an option in Agency Setup, which will allow an agency to determine if they want Media from a Call For Service to be added as media on all cases created from that call for service.

This setting will cause all incidents generated from a call for service, to have the media from the call for service linked to them.

The agency will be responsible for removing the media from any incident they don't want the media on.

This will be an on / off feature, with no configuration.



Quoted By: Sarah Koski
 Quote Expiration: 12/3/2019
 Quote Name: City of Midwest City Police Department - Change to Mobile Unit En Route
 Quote Number: 2019-86921
 Quote Description: Allow Mobile Unit to Go En Route from a Push Notification in iPad

Sales Quotation For

Cole Davis
 City of Midwest City Police Department
 100 N Midwest Blvd
 Midwest City , OK 73110-4319
 Phone: +1 (405) 869-8629
 Email: CDavis@MidwestCityOK.org

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Allow Mobile Unit to Go En Route from a Push Notification in iPad	1	\$5,000	\$5,000	\$0
TOTAL:			\$5,000	\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$5,000	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$5,000	\$0
Contract Total	\$5,000	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

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A modification will be made to the Push Notification provided when an iPad has been logged in as a specific user / unit, and that user / unit is assigned to a call, but the iPad app has been backgrounded by the user, gone to sleep (screen locked), or closed either by the user or the iOS system for resource saving purposes.

The push notification of assignment will be changed to offer an En Route option on the notification that the user can utilize to set his / her unit En Route, before logging back into the application.

** Note: This function relies completely on the capabilities provided by Apple in their native push notification SDK.



Quoted By: Sarah Koski
 Quote Expiration: 12/3/2019
 Quote Name: City of Midwest City Police Department - iPad indicator
 Quote Number: 2019-86909
 Quote Description: Show built in indicator at the top of the iPad Screen

Sales Quotation For

Cole Davis
 City of Midwest City Police Department
 100 N Midwest Blvd
 Midwest City , OK 73110-4319
 Phone: +1 (405) 869-8629
 Email: CDavis@MidwestCityOK.org

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Show built in Indicators at the top of the iPad Screen (Time, Connectivity, Battery)	1	\$1,000	\$1,000	\$0
TOTAL:			\$1,000	\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$1,000	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$1,000	\$0
Contract Total	\$1,000	

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Client Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

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Incode Public Safety will make changes to allow the Time, Connectivity (Internet / Cellular), and Battery indicators visible when the iPad Mobile CAD application is running.



Quoted By: Sarah Koski
 Quote Expiration: 12/4/2019
 Quote Name: City of Midwest City Police Department - Arrival of Unit changes
 Quote Number: 2019-86952
 Quote Description: Incode Public Safety LETS interface (including Mobile LETS and iPad LETS) will be updated / modified to allow vehicles to be run using the Decal number if provided for Oklahoma license plates. *** Note: This functionality may also involve an increased

Sales Quotation For

Cole Davis
 City of Midwest City Police Department
 100 N Midwest Blvd
 Midwest City , OK 73110-4319
 Phone: +1 (405) 869-8629
 Email: CDavis@MidwestCityOK.org

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Incode Public Safety LETS interface (including Mobile LETS and iPad LETS) will be updated / modified to allow vehicles to be run using the Decal number if provided for Oklahoma license plates. *** Note: This functionality may also involve an increased	1	\$3,500	\$3,500	\$875
TOTAL:			\$3,500	\$875

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$3,500	\$875
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$3,500	\$875
Contract Total	\$4,375	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

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 Print Name: _____ P.O.#: _____

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Incode Public Safety will update Mobile CAD and iPad to set a unit Arrived based on its AVL (GPS) location and geo-coded distance from the call location.

- Caveats
- This will most likely be "line of sight" distance, not route distance.
- The arrival will vary based on AVL update time.
- Success is greatly dependent on Accurate location data (coordinates)

Arrival will be triggered upon the first AVL update where the unit location and call location are calculated to be less than 100 feet.

If it is not detrimental to the development effort timeline, the distance used for automatic arrival may be added as an administrative setting in the core software. The distance may be set in Meters, Yards, or other measurement based on the standards available in the

Comments

mapping and calculations software, but will be converted to approximate 100 feet (or the set number of feet should a setting be created).



Quoted By: Sarah Koski
 Quote Expiration: 10/26/2019
 Quote Name: City of Midwest City Police Department - CAD Web view
 Quote Number: 2019-72825
 Quote Description: CAD Web View

Sales Quotation For

City of Midwest City Police Department
 100 N Midwest Blvd
 Midwest City , OK 73110-4319
 Phone: +1 (405) 869-8629

Tyler Software and Related Services - Annual

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
Incode Public Safety Suite				
CAD Web View	0	\$0	\$0	\$3,500
	<i>Sub-Total:</i>	<i>\$0</i>	<i>\$0</i>	<i>\$3,500</i>
	TOTAL:	0	\$0	\$3,500

Summary	One Time Fees	Recurring Fees
Total Tyler Annual	\$0	\$3,500
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$0	\$3,500
Contract Total	\$3,500	

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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
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and Council

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

Date: September 10th, 2019

Subject: Discussion and consideration of approving and entering into a project agreement for Federal-aid Project Number STPG -255F (483) AG, State Job Number 33344(04), with the Oklahoma Department of Transportation to receive federal funds up to the amount of \$738,070.00 for the Midwest City: Pedestrian Signal Upgrades Project at Various Locations.

The federal funds were granted through the ACOG STP-UZA funding program for federal fiscal year 2019. The project will upgrade pedestrian crossing signals throughout several areas of the city. This project will be funded by 100% federal funds. The city will not be required to contribute local funds to the project.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachments

**PROJECT AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MIDWEST CITY**

This Project Agreement (“Agreement”) is made by and between the Oklahoma Department of Transportation, hereinafter referred to as the “Department,” and the City of MIDWEST CITY, hereinafter referred to as the “City,” which may be referred to collectively as the “Parties,” for the following intents and purposes and subject to the following terms and conditions, to wit:

Project Type	Div	County	JP No	Project No.	Work Type	Description
CITY STREET	04	OKLAHOMA	33344(04)	STPG-255F(483)AG	SAFETY IMPROVEMENT	MIDWEST CITY: PEDESTRIAN SIGNAL UPGRADE AT VARIOUS LOCATIONS

WITNESSETH

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the City has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the City assume certain financial responsibilities; and,

WHEREAS, the City is a municipal corporation and a charter city created and existing under the constitution and laws of the State of Oklahoma; and,

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the City and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the City, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of City funds in the future will be limited to appropriations and available revenues in the then current City fiscal year.

NOW THEREFORE, subject to the limitations hereinbefore described, the Department and the City do agree as follows:

1. The City requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the City and designated as **Federal-Aid Project STPG-255F(483)AG - State Job Number 33344(04)** and which consist of actual improvements as follows:

Project Type	Div	County	JP No	Project No.	Work Type	Description
CITY STREET	04	OKLAHOMA	33344(04)	STPG-255F(483)AG	SAFETY IMPROVEMENT	MIDWEST CITY: PEDESTRIAN SIGNAL UPGRADE AT VARIOUS LOCATIONS

2. The City has prepared, or caused to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The City agrees that the furnished plans are, at a minimum, in conformance with the Oklahoma Department of Transportation 2009 Standard Specifications for Highway Construction.
4. The City agrees that the Parties have entered into a separate “Right-of-Way, Public Utility and Encroachment Agreement,” which provides inter alia that the City is responsible for furnishing all right-of-way for this federal-aid project in compliance with 49 CFR Part 24, (Uniform Act), free and clear of all obstructions and encroachments; that the City shall, at its sole expense, maintain the project after construction; and that nothing contained herein shall be construed as modifying, altering, rescinding or abridging any portion of that agreement.
5. The City agrees to the location of the subject project and acknowledges receipt of and adopts the plans for said project as the official plans of the City for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the City affirmatively states that it has fully and completely examined these plans and does hereby warrant to the Department, the City’s complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.
6.
 - A. The City certifies that the project design plans comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The City shall be exclusively responsible for integrated ADA compliance planning for all City streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the City shall be included in the City’s comprehensive compliance plans.
 - B. The CITY agrees to comply with the **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.
7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of

Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. The City agrees to prohibit parking on that portion of the project within the corporate limits of the City, except as may be indicated in the plans or hereafter approved by agreement with the Department. The City further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
9. The City further agrees and warrants to the Department that, subsequent to the construction of said project, the City will:
 - a. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 1991 §§ 15-104- 15-106, and subject to the subject to agreement of the Department:
 - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the City to any other point other than that which is approved by the Department prior to such removal.
 - 2) In the event there is no mutually agreed location for the reinstallation, the City will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - a) In the event City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
 - b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns and to make no changes in the provisions thereof without the approval of the Department. It

shall be the responsibility of the City to notify the Department of any changes necessary to ensure safety to the traveling public.

- c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
- d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the City, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
- g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.

10. The City further agrees and warrants to the Department concerning sign and highway facility lighting:

- a. The City will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- b. Upon completion of the construction of said project, the City will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the City.
- d. The City agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the City to any point other than which is approved by the Department prior to such removal.

- f. In the event there is no mutually agreed location for reinstallation, the City will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
- 1) In the event the City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The City agrees, affirms and warrants to the Department that the City will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The City agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.”
13. The City agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
14. The Department and the City mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act, 51 O.S. §§ 151 et seq. The Department and the City hereby mutually agree that each is and may be held severally liable for any and all claims, demands and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.
15. Based on an estimated total construction and assumed 6% contract administration cost of *Six-Hundred-Thirty-Four-Thousand-Five-Hundred-Sixteen Dollars (\$634,516)*, the Department agrees that Federal-aid Surface Transportation Program funds, per authorization from ACOG, shall be requested to provide 100% of the participating project costs. Federal funds are currently estimated at *Six-Hundred-Thirty-Four-Thousand-Five-Hundred-Sixteen Dollars (\$634,516)*. Federal participation is CAPPED at *Seven-Hundred-Thirty-Eight-Thousand-Seventy-Dollars (\$738,070)*.
16. It is understood by the City and the Department that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs and non-participating costs

incurred during construction. The City will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the City will be deducted from the total cost and a refund will be made by the Department to the City or additional funding will be requested from the City. The City agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

17. It is understood by the City that no state funds are to be utilized in any phase or aspect of this project. Only City and federal funds are to be utilized.
18. Upon approval of this Agreement and the plans, specifications and estimates by the Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.
19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the City, provided that upon consultation with and agreement by the City, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The City shall have inspectors on the project site as the City determines necessary to ensure construction of the project to the satisfaction of the City and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the City's approved plans and specifications.
20. The City agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the City to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the City for its adjudged failure.
21. Failure by the City to fulfill its responsibilities under this Agreement will disqualify the City from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the City and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the City and the Department of this project, the City does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The City does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The City does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.

24. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
- a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
 - d. The Secretary determines that such termination is in the best interest of the State.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the City has executed same pursuant to authority prescribed by law for the City.

The City, on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

The City of MIDWEST CITY,
an Oklahoma Municipal Corporation

Mayor

(SEAL)

ATTEST:

City Clerk

Approved as to Form and Legality:

City Attorney

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer DATE

Director of Capital Programs DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE



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
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and Council

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

Date: September 10th, 2019

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055190587 from the State Department of Environmental Quality for the Rose State Commons Phase II Student Housing Building Sewer Line Extension, Midwest City, Oklahoma.

Permit No. SL000055190587 is for the construction of 250 L.F. of eight inch (8") sewer line to serve the Rose State Commons Phase II Student Housing Building, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

July 22, 2019

Tim Lyon, City Manager
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

Re: Permit No. SL000055190587
Rose State Commons Phase II
Student Housing Building
Sewer Line Extension Project
Facility No.: S-20541

Dear Mr. Lyon:

Enclosed is Permit No.: SL000055190587, for the construction of approximately 250 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Rose State Commons Phase II Student Housing Building 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 July 22, 2019. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Oklahoma City DEQ Office
Travis Mensik, Regional Manager, DEQ
Bryan Richards, P. E., BWR Design Group, Inc.

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

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SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT NO.: SL000055190587

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

July 22, 2019

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 250 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Rose State Commons Phase II Student Housing Building Sewer Line Extension Project, located in part of SW-1/4, NW-1/4, Section 9, T-11-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on July 22, 2019.

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 no 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 sewer service lines 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

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

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SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT NO.: SL000055190587

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

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

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

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

Page 2 of 2

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

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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
Petya Stefanof, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and City Council
FROM : Patrick Menefee, P.E., City Engineer
DATE : September 10th, 2019

SUBJECT : Discussion and consideration of accepting maintenance bonds from H & H Plumbing and Utilities, Inc. in the amount of \$11,987.50, \$8,946.20, and \$10,783.70, respectively. Discussion and consideration of accepting maintenance bonds from Silver Star Construction Company in the amount of \$28,233.64, respectively.

The one year maintenance bonds from H & H Plumbing and Utilities, Inc. are for the water line and the sewer line improvements installed in conjunction with the new Turtlewood, Section 6 Subdivision.

The five year maintenance bonds from H & H Plumbing and Utilities, Inc are for the storm sewer line improvements installed in conjunction with the new Turtlewood, Section 6 Subdivision.

The five year maintenance bonds from Silver Star Construction Company are for the paving improvements installed in conjunction with the new Turtlewood, Section 6 Subdivision.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30055163

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Eleven Thousand Nine Hundred Eight Seven Dollars and 50/100 (\$ 11,987.50), such sum being not less than ten percent (10%) of the total contract price to construct or install Turtlewood 6th Addition, SE 15th St & Westminster Rd - Public Water Line (the "Improvement"), for a period of 1 year years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Home Creations dated the 10th day of October, 20 18, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed, and delivered this 10th day of October, 20 18

H & H Plumbing & Utilities, Inc.

Principal

ATTEST:

Secretary

By Carl Hendrix

Western Surety Company

Surety

ATTEST:

Secretary

By Jennifer Castillo Attorney-in-fact

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

City Attorney

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

City Clerk

Mayor

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Joseph A Clarcken III, Jennifer Castillo, Patrick R Hedges, Melanie Ankeney, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of July, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 31st day of July, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of October 2018



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

H & H Plumbing & Utilities, Inc.

266 Industrial Blvd. Goldsby, OK 73093-9116
(405) 288-2346 (405) 288-2349 FAX

Lic. No.
OK 02653

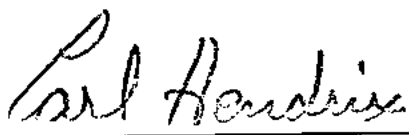
Sheet (1) of (1)

Contractor: Home Creations Ph.#: 692-2222 Project: Turtlewood 6th Addition
Address: 2252 N Broadway Fax #: 793-6024 Address: SE 15th St. & Westminster Rd.
Moore, OK 73160 Email: mo@homecreations.com Midwest City, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Water Line** installation as described on the plans and outlined below.

Public Water Line

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	8" PVC Pipe C-900	LF	1950	24.00	46,800.00
2	Remove existing 8" plug & blowoff	EA	3	250.00	750.00
3	Connect to existing 8" water line	EA	3	300.00	900.00
4	8" x 8" Tee	EA	1	400.00	400.00
5	8" x 6" Tee	EA	3	360.00	1,080.00
6	Cut-in 8" x 6" Tee	EA	1	1,150.00	1,150.00
7	8" Gate valve & box	EA	4	1,200.00	4,800.00
8	8" x 11 1/4° Bend	EA	2	305.00	610.00
9	8" x 22 1/2° Bend	EA	8	305.00	2,440.00
10	8" x 45° Bend (Vertical)	EA	8	495.00	3,960.00
11	6" Gate valve & box	EA	4	980.00	3,920.00
12	Fire hydrant	EA	4	2,200.00	8,800.00
13	Fire hydrant riser	EA	4	450.00	1,800.00
14	River sand backfill	CY	325	17.00	5,525.00
15	Type "A" aggregate	TON	70	35.00	2,450.00
16	Testing and disinfection	LS	1	1,800.00	1,800.00
17	Single short service (SSS)	EA	33	400.00	13,200.00
18	Single long service (SLS)	EA	24	680.00	16,320.00
19	Single short service (SSS) on existing water line	EA	5	440.00	2,200.00
20	Single long service (SLS) on existing water line	EA	1	720.00	720.00
21	Remove existing fire hydrant	EA	1	250.00	250.00
					119,875.00
	Inspection fees				2,397.50
	Maintenance bonds				125.00
					122,397.50

Submitted By: 
Accepted By: _____

Contract Amount **\$ 122,397.50**
Title: Vice President Date: 10/10/2018
Title: _____ Date: _____

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond Number: 30055162

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Eight Thousand Nine Hundred Forty Six Dollars and 20/100 8,946.20 such sum being not less than ten percent (10%) of the total contract price to construct or install Turtlewood 6th Addition, SE 15th St. & Westminster Rd - Public Sanitary Sewer (the "Improvement"), for a period of 1 year years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Home Creations dated the 10th day of October, 20 18, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed, and delivered this 10th day of October, 20 18

H & H Plumbing & Utilities, Inc.

Principal

ATTEST:

Secretary

By Carl Hendrix

Western Surety Company

Surety

ATTEST:

Secretary

By

Jennifer Casillo Attorney-in-fact

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

City Attorney

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

City Clerk

Mayor

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Joseph A Clarken III, Jennifer Castillo, Patrick R Hedges, Melanie Ankeney, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of July, 2018.



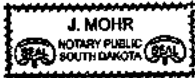
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 31st day of July, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of October 2018



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Laura Hafenscher CPCU AIS	
Tatum Insurance LLC		PHONE (A/C, No, Ext): (480) 939-4300	FAX (A/C, No):
8687 E VIA DE VENTURA		E-MAIL ADDRESS: lh@TatumInsurance.com	
SUITE 118		INSURER(S) AFFORDING COVERAGE	
SCOTTSDALE AZ 85258		INSURER A: Phoenix Insurance Company	NAIC # 25623
INSURED		INSURER B: Charter Oak Fire Insurance Company	25615
H & H PLUMBING & UTILITIES, INC		INSURER C: Travelers Property Casualty Company of America	25674
266 INDUSTRIAL BLVD.		INSURER D: Colony Insurance Company	39993
GOLDSBY OK 73093		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Property Damage Ded-\$1000.00 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-3K760728-PHX-18	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	DT-810-3K753909-COF-18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3K782106-18-26	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-3K761159-18-26-G	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	POLLUTION			CSP307877	01/01/2018	01/01/2019	Claims Made 1,000,000 Deductible 10,000 Retro Date 03/17/2017

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: TURTLEWOOD 6TH ADDITION SE 15TH ST & WESTMINSTER RD, MIDWEST CITY OK. PUBLIC SANITARY SEWER. GENERAL LIABILITY: BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CGD246 08-05). BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CGD316 11-11). BLANKET PRIMARY/NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CGD246 08 05). AUTOMOBILE: BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT (CAF135) BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (CAF135). WORKERS COMPENSATION: BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (FORM #WC000313 00). BLANKET 30 DAY NOTICE OF CANCELLATION WHEN REQUIRED BY WRITTEN CONTRACT (ILT405)**. UMBRELLA LIABILITY: BLANKET ADDITIONAL INSURED IS FOLLOW FORM WITH UNDERLYING COVERAGES. ** EXCEPT 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM (ILT320)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MIDWEST CITY 100 N MIDWEST CITY MIDWEST CITY OK 73110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Laura Hafenscher</i>

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H & H Plumbing & Utilities, Inc.

266 Industrial Blvd. Goldsby, OK 73093-9116
(405) 288-2346 (405) 288-2349 FAX

Lic. No.
OK 02653


Sheet (1) of (1)

Contractor: Home Creations Ph.#: 692-2222 Project: Turtlewood 6th Addition
Address: 2252 N Broadway Fax #: 793-6024 Address: SE 15th St. & Westminster Rd.
Moore, OK 73160 Email: mo@homecreations.com Midwest City, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Sanitary Sewer** installation as described on the plans and outlined below.

Public Sanitary Sewer

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	8" Sanitary sewer pipe SDR-35	LF	1548	9.00	13,932.00
2	4' Diameter manhole, complete, 0'-6' deep	EA	10	1,500.00	15,000.00
3	Extra depth manhole wall	VF	30	140.00	4,200.00
4	Connect to existing sanitary sewer manhole	EA	1	750.00	750.00
5	8" x 4" Wye	EA	47	75.00	3,525.00
6	4" x 1/8" Bend	EA	71	10.00	710.00
7	4" Riser pipe	VF	481	8.00	3,848.00
8	4" DIP Service line	LF	108	10.00	1,080.00
9	8" x 4" Tapping saddle	EA	15	800.00	12,000.00
10	Trench excavation & backfill, 6'-8' deep	LF	730	8.00	5,840.00
11	Trench excavation & backfill, 8'-10' deep	LF	527	10.00	5,270.00
12	Trench excavation & backfill, 10'-12' deep	LF	163	13.00	2,119.00
13	Trench excavation & backfill, 12'-14' deep	LF	128	16.00	2,048.00
14	Type "A" aggregate	TON	464	35.00	16,240.00
15	Deflection test	LS	1	500.00	500.00
16	Leakage test	LS	1	500.00	500.00
17	Manhole testing	EA	1	600.00	600.00
18	Outside drop connection	VF	13	100.00	1,300.00
					89,462.00
	Inspection fees				1,784.74
	Maintenance bonds				125.00
					91,371.74

Submitted By:  Title: Vice President Date: 10/10/2018
Accepted By: _____ Title: _____ Date: _____

Contract Amount **\$ 91,371.74**

OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: Turtlewood 6th Addition
PROJECT LOCATIC SE 15th St. & Westminster Rd., Midwest City, OK
TYPE OF CONSTRUCTION: Public Water, Public Santary, & Public Storm

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$326,500.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER

Date: 5-10-19

STATE OF Oklahoma)
COUNTY OF Cleveland)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 10th day of May, 2019, personally appeared Jalal Farzaneh to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 9-25-21 [Signature]
NOTARY PUBLIC



CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By [Signature]
CONTRACTOR

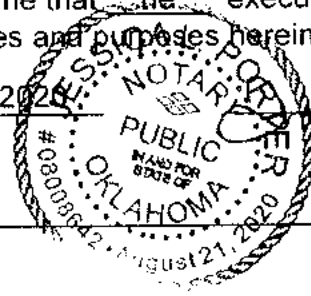
Date: March 8, 2019

STATE OF Oklahoma)
COUNTY OF McClain)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 8th day of March, 2019, personally appeared Carl Hendrix to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 8/21/2020 [Signature]
NOTARY PUBLIC

My Commission #08008642



DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

BOND Number: 30055164

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Ten Thousand Seven Hundred Eighty Three Dollars and 70/100 (\$ 10,783.70), such sum being not less than ten percent (10%) of the total contract price to construct or install Turtlewood 6th Addition, SE 15th St & Westminster Rd - Public Storm Sewer (the "Improvement"), for a period of 5 years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Home Creations dated the 10th day of October, 2018, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed, and delivered this 10th day of October, 2018

H & H Plumbing & Utilities, Inc.

Principal

ATTEST:

Secretary

By Carl Hendrix

Western Surety Company

Surety

ATTEST:

Secretary

By Jennifer Castillo

Jennifer Castillo Attorney-in-fact

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

City Attorney

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

City Clerk

Mayor

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David J McKee, Joseph A Clarken III, Jennifer Castillo, Patrick R Hedges, Melanie Ankeney, Individually

of Phoenix, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of July, 2018.



WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 31st day of July, 2018, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of October 2018



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Laura Hafenscher CPCU AIS	
Tatum Insurance LLC		PHONE (A/C, No, Ext): (480) 939-4300	FAX (A/C, No):
8687 E VIA DE VENTURA		E-MAIL ADDRESS: lh@TatumInsurance.com	
SUITE 118			
SCOTTSDALE AZ 85258			
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Phoenix Insurance Company	
		INSURER B: Charter Oak Fire Insurance Company	
		INSURER C: Travelers Property Casualty Company of America	
		INSURER D: Colony Insurance Company	
		INSURER E:	
		INSURER F:	
INSURED		NAIC #	
II & H PLUMBING & UTILITIES, INC		25623	
266 INDUSTRIAL BLVD.		25615	
GOLDSBY OK 73093		25674	
		39993	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Property Damage Ded-\$1000.00 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	DT-CO-3K760728-PHX-18	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y Y	DT-810-3K753909-COF-18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-3K782106-18-26	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N	UB-3K761159-18-26-G	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	POLLUTION		CSP307877	01/01/2018	01/01/2019	Claims Made 1,000,000 Deductible 10,000 Retro Date 03/17/2017

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PROJECT: TURTLEWOOD 6TH ADDITION SE 15TH ST & WESTMINSTER RD, MIDWEST CITY OK. PUBLIC STORM SEWER. GENERAL LIABILITY: BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CGD246 08-05). BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CGD316 11-11). BLANKET PRIMARY/NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CGD246 08 05). AUTOMOBILE: BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT (CAF135) BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (CAF135). WORKERS COMPENSATION: BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (FORM #WC00313 00). BLANKET 30 DAY NOTICE OF CANCELLATION WHEN REQUIRED BY WRITTEN CONTRACT (ILT405)**. UMBRELLA LIABILITY: BLANKET ADDITIONAL INSURED IS FOLLOW FORM WITH UNDERLYING COVERAGES. ** EXCEPT 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM (ILT320)

CERTIFICATE HOLDER	CANCELLATION
CITY OF MIDWEST CITY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
100 N MIDWEST CITY	AUTHORIZED REPRESENTATIVE
MIDWEST CITY OK 73110	<i>Laura Hafenscher</i>

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Lic. No.
OK 02653

H & H Plumbing & Utilities, Inc.
266 Industrial Blvd. Goldsby, OK 73093-9116
(405) 288-2346 (405) 288-2349 FAX

Sheet (1) of (1)

Contractor: <u>Home Creations</u>	Ph.#: <u>692-2222</u>	Project: <u>Turtlewood 6th Addition</u>
Address: <u>2252 N Broadway</u>	Fax #: <u>793-6024</u>	Address: <u>SE 15th St. & Westminster Rd.</u>
<u>Moore, OK 73160</u>	Email: <u>mo@homecreations.com</u>	<u>Midwest City, OK</u>

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Public Storm Sewer** installation as described on the plans and outlined below.

Public Storm Sewer

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	Remove 42" plug	EA	1	150.00	150.00
2	Connect to existing 42" junction box	EA	1	200.00	200.00
3	18" RCP	EA	61	40.00	2,440.00
4	24" RCP	EA	58	55.00	3,190.00
5	30" RCP	EA	227	60.00	13,620.00
6	36" RCP	EA	366	72.00	26,352.00
7	42" RCP	EA	115	90.00	10,350.00
8	Standard storm sewer junction box	EA	4	3,950.00	15,800.00
9	Standard design 2-1 inlet with 2 grates & 4 hoods	EA	1	3,950.00	3,950.00
10	Standard design 2-2 inlet with 2 grates & 6 hoods	EA	2	5,000.00	10,000.00
11	Standard design 2-3 inlet with 2 grates & 8 hoods	EA	2	6,080.00	12,160.00
12	Type "A" aggregate	TON	135	35.00	4,725.00
13	PCES for 18" RCP	EA	2	850.00	1,700.00
14	Concrete cut off wall	EA	2	350.00	700.00
15	4' Diameter storm sewer manhole	EA	1	2,500.00	2,500.00
					107,837.00
Inspection fees					2,156.74
Maintenance bonds					486.00
					110,479.74

Submitted By: <u><i>Carl Hendrix</i></u>	Title: <u>Vice President</u>	Date: <u>10/10/2018</u>
Accepted By: _____	Title: _____	Date: _____

Contract Amount \$ 110,479.74

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

601140310

KNOW ALL BY THESE PRESENTS that we, Silver Star Construction Company

, as Principal, and

The Ohio Casualty Insurance Company

, as Surety, are held and firmly

bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Twenty-eight Thousand Two Hundred Thirty-three Dollars And Sixty-four Cents

dollars (\$28,233.64), such sum being

not less than ten percent (10%) of the total contract price to construct or install Turtlewood Section 6 Paving

(the "Improvement"), for a period of 5 (five) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Home Creations, dated the 3rd day of October, 2018, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 3rd day of October, 2018.

ATTEST:

Bob Crumley Secretary

Silver Star Construction Company Principal

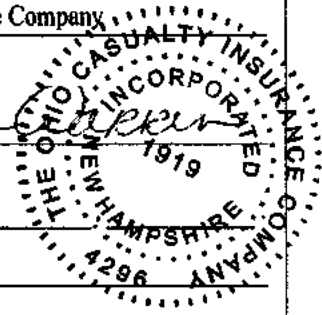
By Tim Cawley - Vice President

ATTEST:

Mwamen Secretary

The Ohio Casualty Insurance Company Surety

By Shaun Baker



APPROVED as to form and legality this _____ day of _____

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____

City Clerk

Mayor

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Bond Number: 601140310

Principal: Silver Star Construction Company

Agency Name: First United Bank Insurance Solutions, Inc.

Obligee: City of Midwest City, Oklahoma

Agent Code: 351000

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Tom Green; Kim Allred; Stacy Becker; JoAnna Dewees; Kristi Dill; Lisa Dow; Mark Holland; Grace Holley; Larry Johnson; Debbie Kuhlman; Donna Long; Gregory E. Moore; Lihana Perez; Robin Petschel; Horace Phillips; Kiesha Wallace; Shawn Warren; Debbie Wooldridge of Moore, Oklahoma its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 26th day of September, 2016.



David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 26th day of September, 2016 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of King of Prussia, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

Teresa Pastella

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2021

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this _____ day of _____, 2018.



Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: Aspen Ridge Addition Section 2
PROJECT LOCATION: SE 29th St. & S. Westminster Rd.
TYPE OF CONSTRUCTION: Paving

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 382,080.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER

Date: 4/23/19

STATE OF Oklahoma
COUNTY OF Cleveland ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 23rd day of April, 2019, personally appeared Hossein Farzaneh, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 9-25-21



Amy L. Savage
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By [Signature]
CONTRACTOR

Date: 4/23/19

STATE OF Oklahoma
COUNTY OF Cleveland ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 23rd day of April, 2019, personally appeared Tim Cavallone, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 2/25/2023



[Signature]
NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. One Towne Square, Suite 1100 Southfield, MI 48076 Attn: DetroitGroupCaptive.certrequest@marsh.com CN116-647-0--GAW-18-19	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Silver Star Construction Company Inc. 2401 S Broadway Moore, OK 73160	INSURER A: Zurich American Insurance Company NAIC # 16535	
	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
	INSURER F: _____	

COVERAGES **CERTIFICATE NUMBER:** CHI-007809729-06 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLO9809602-03	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 FIRE DAMAGE \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP9809603-03	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC9809601-03	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Midwest City, managers and employees are included as additional insured for general liability and auto liability as required by written contract or written agreement, per policy terms and conditions.

CERTIFICATE HOLDER City of Midwest City 100 N Midwest Blvd. Midwest City, OK 73110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Hurley
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Universal Insurance Agency 1700 N. Broadway St. Moore OK 73160		CONTACT NAME: Shawn Warren PHONE (A/C No./Ext): (405) 799-3311 FAX (A/C No.): (405) 799-3330 E-MAIL ADDRESS: shawn@universalinsurance.com	
INSURED Silver Star Construction Co 2401 S Broadway Moore OK 73160		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Companies INSURER B: Charter Oak Fire Ins INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25615	

COVERAGES **CERTIFICATE NUMBER:** 2018/19 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		T0U5578139	5/19/2018	5/19/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Leased or Rented Equipment		QT6606P385006COP	05/19/2018	05/19/2019	\$550,000 Per Item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Midwest City 100 N Midwest Boulevard Midwest City, OK 73110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE S Geoffray/WARRSH <i>R. S. Geoffray</i>

ACORD 25 (2014/01)
INS025 (201401)

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Silver Star Construction Co., Inc.

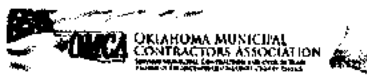
2401 S. Broadway - Moore, Oklahoma 73160 - (405) 793-1725 / 1-800-375-1725 / Fax (405) 793-9989

Proposal Turtlewood Sec. 6 Revised

07/26/2018

Jalal Farzaneh
Home Creations Inc
2252 N. Broadway
Moore, OK 73160
Phone# (405) 692-2222
Fax# (405) 799-5411

ITEM #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
PAVING ITEMS					
1	2" TYPE "S4" (PG 70-28)	5,920.000	SY	\$ 12.15	\$71,928.00
2	4" TYPE S3 (PG 64-22)	5,920.000	SY	\$ 18.90	\$111,888.00
3	6" CKD TREATED BASE	6,361.000	SY	\$ 5.70	\$36,257.70
4	6" CURB AND GUTTER	4,363.000	LF	\$ 12.90	\$56,282.70
5	REMOVE CONCRETE HEADER CURB	52.000	LF	\$ 9.00	\$ 468.00
6	REMOVE TYPE III BARRICADE	2.000	EA	\$ 190.00	\$ 380.00
7	6' WIDE CONC. VALLEY GUTTER	92.000	LF	\$ 65.00	\$5,980.00
PAVING ITEMS SUBTOTAL					\$283,184.40
EARTHWORK ITEMS					
8	EXCAVATION & GRADING	18,263.000	CY	\$ 3.65	\$66,659.95
9	BACKFILL & LOT FINE GRADING	1.000	LS	\$18,020.00	\$18,020.00
7	CLEAR & GRUBB	1.000	LS	\$10,050.00	\$10,050.00
EARTHWORK ITEMS SUBTOTAL					\$94,729.95
EROSION CONTROL ITEMS					
10	CONSTRUCTION ENTRANCE	1.000	EA	\$2,130.00	\$2,130.00
EROSION CONTROL ITEMS SUBTOTAL					\$2,130.00
CITY REQUIRED ITEMS					
11	TESTING	1.000	LS	\$8,630.65	\$8,630.65
12	PERMIT & BONDS	1.000	LS	\$9,435.00	\$9,435.00
CITY REQUIRED ITEMS SUBTOTAL					\$18,065.65
TOTAL BASE BID					\$398,110.00
TRUCKING DIRT - ADD ALTERNATE					
A1-1	HAUL DIRT IN DUMP TRUCKS	6,102.000	CY	\$ 5.55	\$33,866.10
A1-2	CONSTRUCTION ENTRANCE	1.000	EA	\$2,130.00	\$2,130.00
TRUCKING DIRT - ADD ALTERNATE TOTAL					\$35,996.10
TOTAL:					\$434,106.10



Silver Star Construction Co., Inc.

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

Bid Stipulations and Conditions:

DATE of Plans:

Revision Date:

This bid must be considered as an all or none bid unless specifically authorized to remove individual items. Unit Prices are for informational reference only and cannot be used to select individual items. If this bid is accepted, Unit prices are not to be used for adjustment in quantity pricing. Any adjustment in quantities must be priced separately by change order.

Subcontractor has devoted time, money, and resources toward preparing this bid in exchange for Contractor's express agreement that the parties shall have a binding contract consistent with the terms of this bid proposal and Contractor unconditionally and irrevocably accepts this bid proposal if it (A) in any way uses or relies on the bid proposal or information therein to prepare 'Contractor's bid' for the project at issue and Contractor is awarded a contract for the work; or (B) divulges the bid or any information therein to others competing with Subcontractor for the work.

Contractor hereby agrees to provide notice to Subcontractor within 24 hours of contractor turning in their bid if Contractor used pricing from this bid in submitting Contractor's bid. Said notice simply needs to confirm the pricing was used and IF Contractor is awarded the project, Contractor's intent to award said work to Subcontractor.

Pricing does not include any hidden debris, pipe lines, rock excavation, or underground water problems.

Contractor shall give Subcontractor 10 day notice to proceed for each area of construction. If Subcontractor mobilizes in accordance with Contractor's instructions and the work area is not ready Contractor agrees to pay the cost for loss of production and additional mobilization. No penalties shall be enforceable without a 10 day notice.

The erosion control items included with this quote include a onetime installation. Any additional erosion control required will be charged either by the hour or in accordance with the unit price shown.

Testing has been included for our items of work.

P & P bonds are not included in pricing. Call for a quote to add these.

Contractor/Subcontractor's obligation to examine documents, the project site, and materials and work furnished by others is limited to notification of Customer of any defects or deficiencies that a person in the trade of Contractor/Subcontractor would discover by reasonable visual inspection. No testing beyond reasonable visual inspection shall be required. Contractor/Subcontractor is entitled to rely on the accuracy and completeness of plans, specifications, and reports of site conditions provided to contractor/Subcontractor.

Due to the ever increasing fuel prices this quote is only good for 15 days from the proposal date. If we have not received notice of award within that time frame we cannot guarantee the pricing. Once a contract is awarded we will not be able to hold the pricing any longer than 30 days beyond the initial contract time. Any extensions beyond that may be subject to fuel price increases.

Backfill grading is included using on-site material only. This material must be within 50 feet of where it is needed for backfill. If additional material is needed for backfill grading it will be charged for by the load. If the backfill material must be hauled farther than 50 feet then additional hourly charges will be applied. This backfill grading price only includes minor fine grading behind the curbs and does not include any lot grading or any changing of the grade behind the curb greater than 6 inches.



Page 2 of 3

An Employee Owned Company

Silver Star Construction Co., Inc.

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

Invoices will be billed monthly. Any invoices not paid within 25 days from billing shall bear interest at a rate of 1.5% interest per month. In accordance with Oklahoma Law, A notice of intent to file lien shall be sent out on any invoices over 45 days old from the date of the invoice. Liens will be filed prior to an invoice becoming 60 days old from the date of the invoice to preserve Subcontractor's rights. All work will cease when an invoice becomes 45 days old from the date of the invoice. Additional Mobilization charges shall be applied when work is stopped for non-payment of a progressive pay estimate.

Subcontractor shall not pay project creditors until payment is received from contractor for materials or services rendered. Subcontractor will not guarantee liens or claims for services or materials not paid for by Contractor. Subcontractor may hold the same retainage on its suppliers as Contractor is holding on this subcontractor and will not pay this retainage until subcontractor receives payment of final retainage from Contractor.

Subcontractor will not proceed with change orders until all pricing has been agreed upon by all parties and a written change has been signed by all parties. Payment for change orders will be subject to the same conditions as normal pay request.

Subcontractor will not perform any work identified as changes to original scope until a fully executed change order is received.

Subcontractors insurance policy will only be considered the primary policy on work or items directly related to Subcontractors scope of work. Subcontractors policy will not be used for any claims unrelated to Subcontractor's work.

If a contract is entered into, the contract will be executed in, and subject to interpretation and enforcement pursuant to the laws of the State of Oklahoma. The Parties further agree that although this contract is subject to enforcement in Oklahoma, the objective reasonable person standard shall apply to its interpretation.

Schedule: Subcontractor does acknowledge the project completion time in the bid documents and will participate in the construction schedule preparation to meet the completion date. No part of this agreement pertaining to any type of penalty or deduction based on production quotes, dates of completion, or set any schedule issues shall be enforceable until subcontractor agrees to the construction schedule. All contract pricing is based on straight time production only with no overtime. Contractor reserves the right to re-negotiate schedule adjustments required to conform to an Accelerated schedule. Subcontractor shall be compensated for any adjustments to an accelerated schedule.

No backcharge or claim of Contractor for services shall be valid except by an agreement in writing by Subcontractor before the work is executed, except in the case of Subcontractor's failure to meet any requirement of the subcontract. In such event. Contractor shall notify Subcontractor of such default, in writing, and allow Subcontractor reasonable time to correct any deficiency before incurring any costs chargeable to Subcontractor. No backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Furthermore, any payments withheld under a claim of Subcontractor default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid.

All contract documents to be interpreted in accordance with the objective, reasonable person standard.

Respectfully,



Tim Caudle



Page 3 of 3

An Employee Owned Company



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
Petya Stefanoff, Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO: Honorable Mayor and City Council

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

DATE: September 10, 2019

SUBJECT: Discussion and consideration of accepting a Grant of Permanent Easement, from James Seto Limited Partnership, across a certain parcel of land located within the corporate boundaries of Midwest City, described as the West Six Feet of Lot Thirty-Two (32) Block One (1) of the Final Plat of St. Charles Place, to the City of Midwest City, being a part of the Southwest Quarter (SW/4) of Section Thirty-Six (36) Township Twelve (12) North Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

The easement is required in connection with the St. Charles Way Waterline Relocation Project. The final grade in the St. Charles Subdivision left a small section of the original waterline without the required cover above the line. The developer re-laid this line at a greater depth which required some additional easement.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

RETURN TO CITY CLERK
100 N. Midwest Boulevard
Midwest City, OK 73110

Project: _____
Parcel No. _____

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

James Seto Limited Partnership, a California limited partnership
That James Seto Limited Partnership, a California limited partnership
(grantor), of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a permanent easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

The West Six (6) feet of Lot Thirty-Two (32), Block One (1), ST. CHARLES PLACE, Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build improvement(s) upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor by reason of the construction and maintenance of such improvements.

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except _____ and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 11th day of July, 2019.

James Seto Limited Partnership, a California limited partnership

BY: James I Seto
James Seto aka James Thick Seto, General Partner

STATE OF California
COUNTY OF San Francisco

BY: Conrad Seto
Conrad Seto aka Conrad Dok Seto, General Partner

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this day of July, 2019, personally appeared Conrad Dok Seto and James Thick Seto to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 11 day of July, 2019.

My Commission expires: 11/08/2022

[Signature]
NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____



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
Petya Stefanof, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and City Council
FROM : Patrick Menefee, P.E., City Engineer
DATE : September 10th, 2019

SUBJECT : Discussion and consideration of accepting maintenance bonds from Godfrey & Company Site Utility Contractor, LLC in the amount of \$847.70, \$1,267.00, and \$697.00, respectively.

The one year maintenance bonds from Godfrey & Company Site Utility Contractor, LLC are for the water line, the sewer line, and the storm sewer line improvements installed in conjunction with the new Rose State Village Phase II Development.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Godfrey & Company Site Utility Contractor, LLC, as Principal, and Granite Re, Inc. as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Eight hundred forty-seven dollars and 70/100 dollars (\$ 847.70), such sum being not less than ten percent (10%) of the total contract price to construct or install Water Improvements for Village at Rose State Phase 2 (the "Improvement"), for a period of one (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Shiloh Enterprises, Inc., dated the 15th day of July, 2019, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 22nd day of August, 2019.

Godfrey & Company Site Utility Contractor, LLC
Principal

ATTEST:

Donna Dodson
Secretary

By Robert Godfrey

Granite Re, Inc.
Surety

ATTEST:

Athly Combs
Secretary

By Jamie Burnis, Attorney-in-Fact

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20____.

City Clerk

Mayor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 Vaughn P Graham Jr 918-743-9811	CONTACT NAME: Nichole Charles PHONE (A/C, No, Ext): 918-743-9811 FAX (A/C, No): 918-744-8429 EMAIL ADDRESS: ncharles@rcins.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>American Cas Co of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER B:</td> <td>Compsource Mutual Ins Co</td> <td>36188</td> </tr> <tr> <td>INSURER C:</td> <td>Continental Ins Co.</td> <td>35289</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	American Cas Co of Reading PA	20427	INSURER B:	Compsource Mutual Ins Co	36188	INSURER C:	Continental Ins Co.	35289	INSURER D:			INSURER E:			INSURER F:	
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INSURED Godfrey & Company "Site Utility Contractor, LLC" 2301 S Laurel Ave Broken Arrow, OK 74012																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			6075855423	12/04/2018	12/04/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			6076223858	12/13/2018	12/04/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6076223858	07/23/2019	12/04/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	03271681181	12/05/2018	12/01/2019	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: The Village at Rose State - Phase II, 1700 Hudiburg Dr, Midwest City, OK 73110

CERTIFICATE HOLDER City of Midwest City P.O. Box 10570 Midwest City, OK 73140 CITY013	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Godfrey & Company Site Utility Contractor, LLC, as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of One thousand, two hundred sixty-seven dollars and no/100 dollars (\$ 1,267.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Sanitary Sewer for Village at Rose State Phase 2 (the "Improvement"), for a period of one (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Shiloh Enterprises, Inc., dated the 15th day of July, 2019, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 22nd day of August, 2019.

Godfrey & Company Site Utility Contractor, LLC
Principal

ATTEST:

Donna Adley
Secretary

By Robert Godfrey

Granite Re, Inc.
Surety

ATTEST:

Cathy Conner
Secretary

By Jamie Burris, Attorney-in-Fact

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20____.

City Clerk

Mayor

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY
CAREY L. KENNEMER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY
CAREY L. KENNEMER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 4th day of December, 2018.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington

Kenneth D. Whittington, President

Kyle P. McDonald

Kyle P. McDonald, Treasurer

On this 4th day of December, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257



Kathleen E. Carlson

Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

22nd day of August, 2019



Kyle P. McDonald

Kyle P. McDonald, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER RICH & CARTMILL, INC 2738 East 51st #400 Tulsa, OK 74105 Vaughn P Graham Jr 918-743-8811		CONTACT NAME: Nichole Charles PHONE (A/C, No, Ext): 918-743-8811 FAX (A/C, No): 918-744-8429 E-MAIL ADDRESS: ncharles@rcins.com															
INSURED Godfrey & Company "Site Utility Contractor, LLC" 2301 S Laurel Ave Broken Arrow, OK 74012		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : American Cas Co of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER B : Compsource Mutual Ins Co</td> <td>36188</td> </tr> <tr> <td>INSURER C : Continental Ins Co.</td> <td>35289</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : American Cas Co of Reading PA	20427	INSURER B : Compsource Mutual Ins Co	36188	INSURER C : Continental Ins Co.	35289	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6076223858	07/23/2019	12/04/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	03271681181	12/05/2018	12/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: The Village at Rose State - Phase II, 1700 Hudiburg Dr, Midwest City, OK 73110

CERTIFICATE HOLDER City of Midwest City P.O. Box 10570 Midwest City, OK 73140 CITY013	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Godfrey & Company Site Utility Contractor, LLC, as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Six hundred ninety-seven dollars and no/100- dollars (\$697.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Storm Sewer for Village at Rose State Phase 2 (the "Improvement"), for a period of one (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

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Signed, sealed and delivered this 22nd day of August, 2019.

Godfrey & Company Site Utility Contractor, LLC
Principal

ATTEST:

Donna Dodson
Secretary

By Robert Godfrey

Granite Re, Inc.
Surety

ATTEST:

Atty Combs
Secretary

By Jamie Burris, Attorney-in-Fact

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20____.

City Clerk

Mayor

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY
CAREY L. KENNEMER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

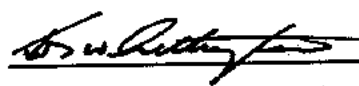
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; BOB RICHARDSON; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; RICH HAVERFIELD; JAMIE BURRIS; ANN HOPKINS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; CATHY COMBS; VICKI WILSON; ROBERT JENSEN; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY
CAREY L. KENNEMER may lawfully do in the premises by virtue of these presents.

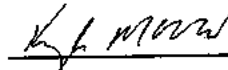
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 4th day of December, 2018.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 4th day of December, 2018, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Notary Public

GRANITE RE, INC. Certificate

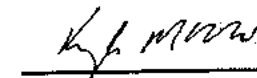
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

22nd day of AUGUST, 2019





Kyle P. McDonald, Secretary/Treasurer



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
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and Council

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

Date: September 10th, 2019

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055190551 from the State Department of Environmental Quality for the Tuscany Ridge Section II Water Line Extension, Midwest City, Oklahoma.

Permit No. WL000055190551 is for the construction of 615 L.F. of eight inch (8") water line to serve the Tuscany Ridge Section II Subdivision, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

July 7, 2019

Tim Lyon, City Manager
City of Midwest City
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110

Re: Permit No.: WL000055190551
Tuscany Ridge Section II
Water Line Extension project
PWSID No.: 1020902

Dear Mr. Lyon:

Enclosed is Permit No. WL000055190551 for the construction of approximately 615 L. F. of eight (8) inch water line and appurtenances to serve the City of Midwest City Tuscany Ridge Section II Water Line Extension project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 7, 2019. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Travis Mensik, R. S., Regional Manager, DEQ
Andrew Wilson, P. E., Cedar Creek, Inc.
Oklahoma City DEQ Office

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

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SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT NO.: WL000055190551

WATER LINES

PWSID NO.: 1020902

PERMIT TO CONSTRUCT

July 7, 2019

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 615 L. F. of eight (8) inch water line and appurtenances to serve the City of Midwest City Tuscany Ridge Section II Water Line Extension project, located in part of NE-1/4, SW-1/4, Section 9, T-11-N, R-1-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on July 7, 2019.

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

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

- 1) Based on review of the submitted limited hydraulic analysis information, this water line design is deemed adequate to provide the 2015 International Fire Code (IFC), Appendix B, Table B105.1(2) IFC minimum fire flow 1,500-gpm for the largest residential building having a fire surface area of approximately 5,900-sf and International Building Code (IBC) classification of IIB.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

Page 1 of 2

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SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT NO.: WL000055190551

WATER LINES

PWSID NO.: 1020902

PERMIT TO CONSTRUCT

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

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


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

Page 2 of 2

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
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COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and Council

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

DATE : September 10th, 2019

SUBJECT : Discussion and consideration approving Amendment #1 of the engineering contract for professional design services for construction of a 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$338,180.00.

The attached amendment expands the engineering design agreement with Garver Engineering for the Booster Pump Station Project. The current agreement completed plans for the project approximately in 2016. The amendment would bring the plans up to current structure and pump design codes. Both have been modified since 2016. It will also provide submittal of plans to ODEQ for approval and will take the project through the bid process up to awarding the project. The project was originally scheduled to go to bid when the plans were completed a couple of years ago and was to be funded through a combination of money from the Walker Water Fund and a Corps of Engineers grant. The grant never materialized and it was decided to wait and add the project to the Bond initiative. That is the reason for the delay in taking the project to bid (the funding, not the improvement plans) and the reason for the necessity of bringing the plan set back up to code.

To clarify, this project is for the new pump station and one above ground water tank. When the new system goes into service, a second tank may be added to the site to increase the volume of water the booster pumps can add to the system.

Engineering, Public Works, and the City's Water Department have worked with Garver Engineering for the past several months to bring this agreement forward. Staff would like to thank Garver Engineering for their cooperation in working through all the details of this agreement.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer
Attachment



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Midwest City
Midwest City, Oklahoma
Project No. 13078410

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 May 14, 2013 referred to in the following paragraphs as the original contract.

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

Construction of one new 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of SE 15th Street.

The original contract is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

Section 2 of the original contract is hereby amended as follows:

10.0 Bidding Services including Final Design (100% Plans and Specifications) Approval

Final Design Approval

GARVER will attend a meeting with Owner to review the existing design to ensure that it still meets the Owner's operational design intent, such as the control of the pump station and interface with the well sites.

Following the review meeting, GARVER will review the current Final Design (100% Plans and Specifications) to ensure that they still comply with Oklahoma Department of Environmental Quality (ODEQ) standards and building/electrical codes. GARVER will update the Final Design as required to comply with changes noted. GARVER will update the Opinion of Probable Construction Cost.

The current Final Design includes:

- Demolition of the existing booster pump station and a concrete ground storage tank (West Clearwell)
- Construction of one new 1.75 MG ground water storage tank. The demolition a second concrete ground storage tank (East Clearwell) and construction of a second 1.75 MG ground water storage tank would occur in the future as a separate project and is not included in this scope of service.
- Construction of a new booster pump station

Bidding Services

GARVER will provide the following bidding services:

- Prepare and submit Advertisement for Bids for publication by the Owner. Owner will pay advertising costs outside of this contract.



- Dispense construction contract documents to prospective bidders by utilizing GARVER's online plan room (at the approximate cost of reproduction and handling).
- Support the contract documents by preparing addenda as appropriate.
- Participate in one (1) pre-bid meeting.
- ~~Attend the bid opening.~~ (REMOVED BY OWNER)
- Prepare bid tabulation.
- Evaluate bids and recommend award.
- Prepare construction contracts. GARVER will submit two (2) copies of conformed documents to the Owner and three (3) copies to the Contractor, including plans and specifications with bidding addenda incorporated.

11.0 Construction Phase Services

Following Owner award of a contract to a bidder, GARVER will provide construction phase services. GARVER will accomplish the following:

- Issue a Notice to Proceed (NTP) letter to the Contractor and attend one (1) preconstruction meeting.
- Attend up to twelve (12) progress/coordination meetings with the Owner/Contractor.
- 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 the Contract Documents require certification of performance characteristics of materials, systems, or equipment, 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. GARVER will provide the Owner electronic PDF copies of approved submittals and shop drawings received from the Contractor.
- GARVER will report to Owner any noted deviation from construction industry standards. GARVER does not have daily construction observation or site visit requirements during the construction period.
- Issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
- ~~Review up to twelve (12) 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.~~ (REMOVED BY OWNER.)



- As requested by Owner, GARVER is not providing resident construction observation services during the 12-month construction contract performance time but will coordinate with the Owner's chosen onsite representative for construction. If the Owner wishes GARVER to provide observation, the Owner will pay GARVER an additional fee agreed to by the Owner and GARVER.
- Prepare and furnish record drawings based upon a set of redline marked up construction drawings maintained by the Contractor and verified by the Owner during construction observation. GARVER will provide the Owner one (1) hard copy set of 11" X 17" record drawings.
- When authorized by the Owner, prepare up to two (2) 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 agreed upon by the Owner and GARVER.
- Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

The basis for the proposed fee for Construction Phase Services is a 12-month 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.

11.1 Application Engineering

The application engineering scope of services for the booster pump station will provide programming of the new programmable logic controller (PLC) at the booster pump station for process control, modification of the existing Wonderware SCADA system at the water treatment plant (WTP) for remote monitoring, and on-site startup support. Garver will develop and implement PLC and supervisory control and data acquisition (SCADA) application programming consistent with control descriptions incorporated in the construction contract documents.

If required, Owner and Engineer agree to provide additional efforts, with reimbursement from the Owner as agreed to in writing by Owner and Engineer, for modifications or enhancements beyond programming specified in this document or due to circumstances beyond the control of the Engineer.

PLC and HMI Programming

- Garver will implement new PLC programming for process control of the new booster pumps in conjunction with the clearwells and chemical feed systems as described by the process control descriptions incorporated in the construction contract documents.
- Garver will implement new HMI screens for the booster pump station as part of the Owner's existing Wonderware SCADA installation at the WTP. Wonderware functionality associated with existing systems, including remote telemetry connection to power meters at remote sites, will not be modified. The graphic screens for the booster pump station will be similar in functionality and display features to the existing HMI screens for the WTP high service pump houses.
- Application engineering design and programming will be performed at Garver's office(s). Application testing and startup will be performed at the Owner's facilities.
- Two (2) complete copies of all programming will be provided to the Owner on USB flash drives.



Onsite Startup and Testing

The engineer will provide onsite services for integration, startup, and testing of control systems. It is expected that all booster pump control system hardware and instrumentation will be installed, calibrated, and tested prior to performing application engineering startup services. It is expected that all systems associated with the booster pump station will be available for concurrent startup. The scope of services includes up to four (4) weeks of onsite startup time for one programmer. Extra trips for startup tasks due to contractor deficiencies will be considered extra work. The following identifies the anticipated onsite services.

- Refinement of initial PLC programming and HMI development.
- Integration with vendor supplied control systems.
- Startup and functional testing of control systems for each process.
- SCADA configuration including trending and alarming.

Responsibilities of the Contractor

This scope is based upon the following responsibilities of the Contractor:

- PLC hardware, panels, assembly, network, I/O testing, and installation will be provided by the Contractor, as required in the construction contract documents.
- Variable Frequency Drive (VFD) and instrumentation calibrations and commissioning will be provided by the Contractor, as required in the construction contract documents.
- Installation, configuration, and testing of the radio communication network will be the responsibility of the Contractor as required in the construction contract documents.
- Local control systems, included those provided as part of vendor supplied systems, are the responsibility of the Contractor.
- Troubleshooting and correction of wiring errors is the responsibility of the Contractor.

13.0 Additional Services considered Extra Work

The following items are anticipated to be required for this project, but the required level of effort is not known at this time and therefore not included under this agreement. These items are intended to be included at a later date by amendment or provided by others:

- Construction Observation
- Operations support services

The following items are not anticipated to be required for this project, and are therefore not included under this agreement, but will be considered as extra work if needed:

- Modification of the Final Design to accommodate a change in the Owner's operational design intent from the original design.
- Warranty assistance services

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.



14.0 Schedule

GARVER shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Design Review/Update and ODEQ Permitting	120 days from NTP
Bidding Assistance	60 days from receipt of ODEQ Permit to Construct
Construction Administration and Application Engineering	365 days from issue of NTP to Contractor

SECTION 3 – PAYMENT

Section 3 of the original contract is hereby amended as follows:

ITEM NO.	WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
10.0	Final Design and Bidding	\$81,380.00	LUMP SUM
11.0	Construction Administration	\$158,100.00	LUMP SUM
11.1	Application Engineering	\$98,700.00	LUMP SUM
	TOTAL FEE	\$338,180.00	

The additional lump sum payment to be paid under Contract Amendment No. 1 is \$338,180.00.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER’s control, will be increased 6% annually with the first increase effective on or about July 1, 2021.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates for each classification of GARVER’s personnel (may include contract staff classified at GARVER’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown will be increased annually with the first increase effective on or about July 1, 2021.

SECTION 5 – MISCELLANEOUS

Section 5 of original contract is hereby amended as flows:

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however,



the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.6 Indemnity Provisions

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law) to the extent the damages and costs are found to be caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law) to the extent the damages and costs are found to be caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are found to be caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever



or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.



5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

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: *R. McIntyre*
Signature

Name: _____
Printed Name

Name: Randall G. McIntyre
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: August 21, 2019

Attest: _____

Attest: *Mary E. Meek*



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPA
ENGINEERING DIVISION

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

ENGINEERING DIVISION
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CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and Council

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

DATE : September 10th, 2019

SUBJECT : Discussion and consideration of change orders 1 and 2 amending the enhancement project funding agreement for Federal-Aid Project Number TAP-255D(328)AG, State Job Number 31435(04), with the Oklahoma Department of Transportation for the construction of the Rail w/Trail; Multi-Use Trail from S.E. 15th Street to Maple Drive along the abandoned Rail Corridor owned by ODOT, in the amount of \$37,112.42.

The attached agreements expanded the scope of the trail enhancement project along the unused rail corridor from S.E. 15th Street to Maple Drive. Public Works requested additional storm water public improvements added to the project once the area was cleared and a clearer scope of the water runoff was visible. The improvements addressed potential drainage issues on the trail in the future.

The change orders totaled \$71,962 in the attached documents. The project fund still had a balance of \$43,174.24 in it. That has been put towards the change order total and is the reason the remaining balance is \$37,112.42. This item will close out the project.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

August 22, 2019

City of Midwest City
Attn: Matt Dukes, Mayor
100 N. Midwest Blvd
Midwest City, OK, 73110.

Dear Mayor Dukes:

Enclosed please find an invoice for the necessary project sponsor matching funds associated with the project below – Change Orders #1 & 2 plus Construction Inspection related to Rail W/Trail; Multi-use Trail FR S.E. 15th ST to Maple Drive along abandoned Rail CORR owned by ODOT.

Project ID: **TAP-255D(328)AG**

Job Piece Number: **31435(04)**

Balance Due: **\$37,112.42**

Please remit the balance due by: **September 22, 2019**

Should you have any questions, concerns or would like to make payment arrangements or pay by credit card, please contact Charmalet Williams at (405) 521-2591.

Sincerely,

A handwritten signature in black ink that reads "Chelley Hilmes".

Chelley Hilmes, CPA
Comptroller

CH:dk

Attachment(s)

**Oklahoma Department of Transportation
Progressive Funding Breakdown**

Project: TAP-255D(328)AG **Job Piece:** 31435(04) **Date:** 8/22/2019
Description: Rail W/Trail; Multi-use Trail FR S.E. 15th ST to **Invoice#** 31435(04)-1P
Maple Drive along abandoned Rail CORR owned by ODOT
City: Midwest City

		Expected Federal Reimbursement	Expected City Cost	State Cost
Total Project Cost	<u>\$ 633,428.91</u>			
Construction Cost	597,942.37	404,351.78	193,590.59	-
Engineering Cost	35,486.54	23,964.71	11,521.83	-
		<u>\$ 428,316.49</u>	<u>\$ 205,112.42</u>	<u>\$ -</u>

Cost Breakdown

Construction

Total Construction Cost	597,942.37
Expected Federal Reimbursement	404,351.78
State Cost	-
Balance of Construction Cost	<u>\$ 193,590.59</u>

Engineering

Total Engineering Cost	35,486.54
Expected Federal Reimbursement	23,964.71
State Cost	-
Balance of Engineering Cost	<u>\$ 11,521.83</u>

Total Amount Due from City \$ 205,112.42

Deposit On Hand \$ 168,000.00

Amount Due/(Amount of Refund) \$ 37,112.42

Note: This is a progressive invoice and represents amounts based on the current status of project
This invoice supersedes all other unpaid progressive invoices
Actual costs upon completion may be different

CW

Oklahoma Department of Transportation

CHANGE ORDER

CONTRACT ID	170327	PRIMARY COUNTY	OKLAHOMA	JPN	31435(04)
CHANGE ORDER #	001	PROJECT(S)	TAP-255D(328)AG		
CONTRACT DESCRIPTION	ENHANCEMENT (TRAIL CONSTRUCTION) RAILROAD CORRIDOR WITH TRAIL: FROM S.E.15TH STREET, EXTEND NORTHWEST IN THE CITY OF MIDWEST CITY. PROJECT LENGTH = 1.030 MILES PREQUALIFICATION FOR THIS PROJECT HAS BEEN WAIVED. BOTH BID EXPRESS AND WRITTEN BIDS WILL BE ACCEPTABLE.				
CHANGE ORDER TYPE	SUPPLEMENTAL AGREEMENT			STATUS	Approved

General Change Order Descriptions(s) :

This change order was requested by The City of Midwest City and it reduces LI 0007 (4" sidewalk) and replaces it with LI 8000 (5" sidewalk) with fiber added. This change order represents full monetary compensation for the work described herein and no additional contract time is necessary to complete this work.

CHANGE ORDER ITEMS

PROJECT NUMBER	ITEM NBR	CATG	ITEM CODE	UNIT	UNIT PRICE	BID QTY	PREV. APPRV'D	CURR CO QTY	NEW REVISED	AMOUNT OF CHANGE
31435(04)	0007	0100	610(A) 0602	SY	\$41.00	6,085.00	6,085.00	-6,085.00	0.00	

ITEM DESCRIPTION :	4" CONCRETE SIDEWALK	THIS CHANGE :	-\$249,485.00
SUPPLEMENTAL DESCRIPTION :		PREVIOUS REVISED:	\$249,485.00
		NEW REVISED:	\$0.00
		BID AMOUNT:	\$249,485.00
		NET CHANGE:	-\$249,485.00
		PERCENT CHANGE :	-100.00%

EXPLANATION : This item is underrun and substituted with LI 8000 at the request of The City of Midwest City.

31435(04)	8000	0900	610(A) 0604	SY	\$10.83	0.00	0.00	6,085.00	6,085.00	
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ITEM DESCRIPTION :	5" CONCRETE SIDEWALK	THIS CHANGE :	\$65,900.55
SUPPLEMENTAL DESCRIPTION :	Replaces LI 007 5" Concrete side walk with fiber	PREVIOUS REVISED:	\$0.00
		NEW REVISED:	\$65,900.55
		BID AMOUNT:	\$0.00
		NET CHANGE:	\$65,900.55
		PERCENT CHANGE :	100.00%

EXPLANATION : This item replaces line item 0007. This item represents the additional cost incurred to increase the thickness of the sidewalk. This item is non-participating.

31435(04)	8009	0100	610(A) 0604	SY	\$41.00	0.00	0.00	6,085.00	6,085.00	
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ITEM DESCRIPTION :	5" CONCRETE SIDEWALK	THIS CHANGE :	\$249,485.00
SUPPLEMENTAL DESCRIPTION :	Replaces LI 007 5" Concrete side walk with fiber	PREVIOUS REVISED:	\$0.00
		NEW REVISED:	\$249,485.00
		BID AMOUNT:	\$0.00
		NET CHANGE:	\$249,485.00
		PERCENT CHANGE :	100.00%

EXPLANATION : This item replaces line item 0007. The City of Midwest City has requested 5 inches of concrete sidewalk with fiber reinforcement to be placed on this project in lieu of the 4 inch called for in the plans.

TOTAL VALUE FOR CHANGE ORDER 001 : \$65,900.55

CONTRACT TIME ADJUSTMENTS

No Contract Time adjustments are associated with this change order

MILESTONE TIME ADJUSTMENTS

No Milestone adjustments are associated with this change order

Contract ID	170927	Primary County	OKLAHOMA	Primary PCN	31438(04)
Change Order Nbr	001	Project	TAP-265D(328)AG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

City/County Official

Date Acknowledged

Oklahoma Department of Transportation

CHANGE ORDER

CONTRACT ID	170327	PRIMARY COUNTY	OKLAHOMA	JPN	31435(04)
CHANGE ORDER #.	002	PROJECT(S)	TAP-255D(328)AG		
CONTRACT DESCRIPTION	ENHANCEMENT (TRAIL CONSTRUCTION) RAILROAD CORRIDOR WITH TRAIL: FROM S.E. 15TH STREET, EXTEND NORTHWEST IN THE CITY OF MIDWEST CITY. PROJECT LENGTH = 1.030 MILES PREQUALIFICATION FOR THIS PROJECT HAS BEEN WAIVED. BOTH BID EXPRESS AND WRITTEN BIDS WILL BE ACCEPTABLE.				
CHANGE ORDER TYPE	CHANGE ORDER		STATUS	Approved	

General Change Order Descriptions(s) :

This change order seeks to encumber funds for the installation of a storm sewer line on the south side of the trail with an additional inlet and end section to protect it from potential erosion problems. During the construction of the trail project it was discovered by the contractor and the City of Midwest City that a significant drainage problem had been overlooked that would allow overflow rain water to erode the embankment of the trail. At the direction of the City of Midwest City and consulting with the contractor it was decided that a new drainage line would need to be constructed. Installation of the new line would consist of 250' of 24" RCP pipe from station 47+00 - 49+50 along with the construction of a field inlet and a 24" outlet to carry water away from the project. The contractor is also asking for an additional 6 days due to extra work that was not anticipated in the original plans. The Department agreed to participate in the cost of the inlet and outlet structures and the city of Midwest City agreed to be responsible for the cost of pipe. All parties involved are in agreement with this solution. This change order represents full monetary compensation for the work described herein.

CHANGE ORDER ITEMS

PROJECT NUMBER	ITEM NBR	CATG	ITEM CODE	UNIT	UNIT PRICE	BID QTY	PREV. APPRV'D	CURR CO QTY	NEW REVISED	AMOUNT OF CHANGE
31435(04)	8001	0100	611(G) 4012	EA	\$2,821.88	0.00	0.00	1.00	1.00	

ITEM DESCRIPTION :	SPECIAL INLET DRAIN	THIS CHANGE :	\$2,821.88
SUPPLEMENTAL DESCRIPTION :	Cast in place inlet	PREVIOUS REVISED:	\$0.00
		NEW REVISED:	\$2,821.88
		BID AMOUNT:	\$0.00
		NET CHANGE:	\$2,821.88
		PERCENT CHANGE :	100.00%

EXPLANATION : This item was added to alleviate significant drainage problems that would have eroded the embankment of the trail.

31435(04)	8002	0100	613(M) 7187	EA	\$3,239.94	0.00	0.00	1.00	1.00	
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ITEM DESCRIPTION :	TYPE B4 CULVERT END TREATMENT	THIS CHANGE :	\$3,239.94
SUPPLEMENTAL DESCRIPTION :	Cast in place field outlet for 24 inch poly pipe	PREVIOUS REVISED:	\$0.00
		NEW REVISED:	\$3,239.94
		BID AMOUNT:	\$0.00
		NET CHANGE:	\$3,239.94
		PERCENT CHANGE :	100.00%

EXPLANATION : This item was added to alleviate significant drainage problems that would have eroded the embankment of the trail.

TOTAL VALUE FOR CHANGE ORDER 002 : \$6,061.82

CONTRACT TIME ADJUSTMENTS

CONTRACT TIME ADJUSTMENT

6.00 Days have been added to this Contract.

This change order adds 6 days to the overall Contract Time which increases it from 120 days to 126 days. This time extension is granted due to the additional work requested to resolve the drainage issue that was not addressed in the original contract.

MILESTONE TIME ADJUSTMENTS

No Milestone adjustments are associated with this change order

Contract ID	170327	Primary County	OKLAHOMA	Primary PCN	31436(04)
Change Order Nbr	002	Project	TAP-265D(328)AG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

City/County Official

Date Acknowledged



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N.E. 21st Street
 Oklahoma City, OK 73105-3204
 www.odot.org

DATE: October 11, 2017
TO: Director of Capital Programs, Dawn Sullivan
FROM: Local Government Division, Chad C Meisenburg

SUBJECT:

Project Type	DIV	County	JP No.	Project Name	Project Description	Est. Month	Federal Amt.	Total Amt.
ENHANCEMENT	04	OKLAHOMA	31435(04)	TAP-255D (S28) AG	RAIL W/ TRAIL; MULTI-USE TRAIL FR S.E. 15 TH ST TO MAPLE DRIVE ALONG ABANDONED RAIL CORR OWNED BY ODOT. (PHASE 1)	10/2017	\$532,000	\$700,000

This is a standard Financing Agreement. This project will be funded with 76% FEDERAL funds from the ACOG TAP program and matched with 24% Sponsor funds. Additionally, the Sponsor is responsible for any nonparticipating construction items, \$0.00 on this project. This project is to be constructed in FFY 2018.

Programmed Estimates vs Proposed Agreement/Supplement Estimates

JP No.	Work Type	Programmed	Proposed	Difference
	Engineering	N/A	N/A	N/A
31435(04)	Construction	\$700,000	\$700,000	0.00
	Totals	\$700,000	\$700,000	0.00

Explanation of Estimate Deviation:

No change between the final estimate and the programmed amount.

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER



Public Works Director

R. Paul Streets

pstreets@midwestcityok.org

8730 S.E. 15th Street,

Midwest City, Oklahoma 73110

O: 405-739-1066 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: September 10, 2019

Subject: Discussion and consideration of renewing a contract, without modifications for FY 2019-2020, with O'Reilly Auto Parts for the on-site turnkey vehicle and equipment part operation in the City-wide budgeted amount of \$800,000.00.

The on-site turnkey vehicle and equipment part operation contract with O'Reilly Auto Parts has provisions for annual renewals. O'Reilly Auto Parts has agreed to renew the contract without modifications for on-site turnkey vehicle and equipment part operation for FY 2019-2020.

In FY 18-19 approximately \$744,000.00 was encumbered with O'Reilly Auto Parts by Fleet Services for vehicle and equipment parts.

Staff recommends approval.

Sincerely,

R. Paul Streets
Public Works Director



THE CITY OF
MIDWEST CITY
FLEET SERVICES

July 29, 2019

Attn: Chuck Rogers
O'Reilly Auto Parts

"The On-site Turnkey Vehicle and Equipment Part Operation"

Chuck

It is time to renew the City of Midwest City's contracts for FY 2019/20.
As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be re-bid. Dependent upon your answer, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Craig R. Davis
Transportation Manager

X

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

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

Sign: C. Davis

Title: VP Professional Sales Date: 7-30-19

Cc: Tim Lyon, City Manager

Letter of Transmittal

6/8/2015

On-Site Turnkey Vehicle and Equipment Parts Operation

Rhonda Atkins - City Clerk
City Clerk's Office
100 N. Midwest Blvd. (Municipal Building - 1st Floor)
Midwest City, OK 73110

To Whom It May Concern:

This proposal for Auto Parts has been prepared for the City of Midwest City, OK by Tim Herbel, a representative of O'Reilly Automotive Stores Inc. DBA O'Reilly Auto Parts. As the Integrated Parts Operations Manager, Tim Herbel has the authority to make this offer on behalf of the company and to negotiate the final terms of this proposal resulting in a contract agreement between the City of Midwest City, OK and O'Reilly Auto Parts.

Tim Herbel's address is: O'Reilly Automotive Inc, 233 South Patterson Ave., Springfield, MO, 65802. Phone Number is: 417-873-2051. E-mail is: therbel@oreillyauto.com



Tim Herbel
O'Reilly Automotive Stores Inc. DBA O'Reilly Auto Parts
Integrated Parts Operations Manager

Invitation for Sealed Bids

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

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

Published in:
THE JOURNAL RECORD

Date Advertised:
Wednesday, May 20, 2015

Bids must be in the Office of the City Clerk by: **Tuesday, June 9, 2015, no later than 10:00 A.M.**
IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

Description	Quantity	Unit Price	Total Net Price
ON-SITE TURNKEY VEHICLE AND EQUIPMENT PARTS OPERATION	ONE	SEE COST OF PROPOSED PARTS AND REPAIR SERVICES SECTION	

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

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

DELIVERY WILL BE MADE IN 30 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 8TH DAY OF JUNE, 2015.

FIRM O'REILLY AUTOMOTIVE STORES INC. DBA O'REILLY AUTO PARTS BY TIM HERBEL

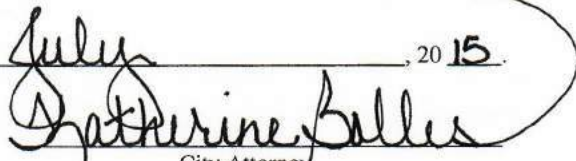
ADDRESS 233 S. PATTERSON AVE. TITLE INTEGRATED PARTS OPERATIONS MANAGER
SPRINGFIELD, MO 65802

Accepted by the City Council this 14 day of July, 2015.


City Clerk


Mayor

Approved as to form this 14th day of July, 2015.


City Attorney



P.O. Box 1156 • 233 S. Patterson
Springfield, MO 65801
Phone (417) 862-3333
www.oreillyauto.com

In reference to the meeting on Friday, June 19th, O'Reilly Auto Parts confirms that the following items are details of the original bid offering:

- 1) \$5,000 sign on bonus for the first three years of contract**
If awarded, O'Reilly Auto Parts will provide a \$5,000 signing bonus to the City of Midwest City each year for the first three (3) years of the contract.

- 2) Personnel expenses charged at cost**
O'Reilly Auto Parts will bill the City of Midwest City for all applicable personnel and operational expenses at cost. There will be no mark-up for these expenses throughout the term of the contract.

- 3) 0% up charge on shipping**
O'Reilly Auto Parts will have a 0% up charge on all shipping costs that occur within the greater Oklahoma City area. Any shipping charges for a special order item outside of the greater Oklahoma City area will be billed to the City at cost with no markup. O'Reilly will always look to procure items internally and within the greater Oklahoma City area before making a special order. O'Reilly will always check with the Fleet Manager to obtain approval in instances where a special order is required.

- 4) No charge for Fleet technician training**
O'Reilly Auto Parts will provide Real World Training classes at no cost for up to eight (8) technicians. We typically have three to five classes in Oklahoma City every year. In addition to Real World Training, as stated in our RFP response, we will provide our catalog of online webinars to the City technicians at no cost. We have over 80 online webinars that are available for a full calendar year for as many technicians as the City wishes.

- 5) No charge for "Mitchell Pro-Demand" software use**
O'Reilly Auto Parts will provide "Mitchell 1 Pro-Demand" to the City at no cost for the duration of the contract.

- 6) No charge Loaner Tool Program**
O'Reilly Auto Parts will provide Loaner Tools to the City at no charge through our Loaner Tool Program. We will work with the City to determine what tools are necessary to have on hand and will ensure they are always readily available in the on-site parts room.



P.O. Box 1156 • 233 S. Patterson
Springfield, MO 65801
Phone (417) 862-3333
www.oreillyauto.com

7) \$200 profit cap on single item purchases

O'Reilly Auto Parts agrees to cap the profit at \$200 on single item purchases.

8) Additional delivery routes available (minimal charge)

O'Reilly Auto Parts will reduce the proposed fee for "City Route Service" if the City wishes to either reduce, or not utilize this service. O'Reilly will still provide daily deliveries from our local store in Midwest City on demand as needed.

9) City employee discount at outside O'Reilly stores

O'Reilly Auto Parts will provide a City employee discount structure to all City employees. This discount will be similar to our negotiated pricing we have set up with our Cooperative purchasing groups. This pricing structure has a significant amount of line and item discounts.

We are more than committed to providing the City with a program that meets and exceeds their needs. We will continually strive to enhance the services our program has to offer.

Thank you for the opportunity to strengthen our relationship with the City of Midwest City.

Tim Herbel
Integrated Parts Operations Manager
therbel@oreillyauto.com
417-873-2051

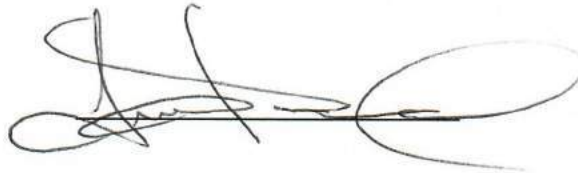
NON COLLUSION AFFIDAVIT

STATE OF Missouri)

SS.

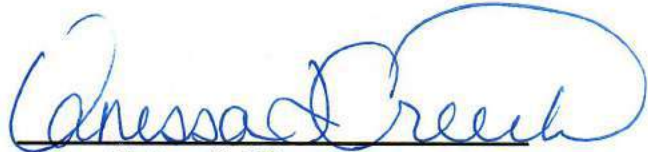
COUNTY OF Greene)

Tim Herbel, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any City or Municipal Authority official or employee as to quantity, quality, or price in the prospective contract, or any other prospective contract; or in any discussions between bidders and any City or Municipal Authority official concerning exchange of money or other things of value for special consideration in the letting of the prospective contract.



Subscribed and sworn to before me this 8th day of

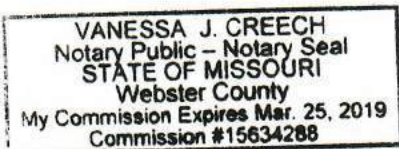
June, 20 15.



Notary Public

Commission No. 15634288

My Commission Expires: Mar. 25, 2019



Cost of Proposed Parts and Repair Services

OAP is proposing a Cost + 7.5% model for all parts and supplies in the O'Reilly network. For all outside network purchases there will be a cost + 10% model. Per Section "S", Page 6 of the RFP, OAP will invoice the City on a weekly basis no later than Tuesday of the following week. Listed below is a breakdown of all applicable expenses, an estimated profit and loss statement and a proposed staffing schedule.

Parts and Supplies Expenses

In-Network

Our cost + model will be a 7.5% mark up on all internal purchases. This includes any parts, items or supplies OAP is able to procure within our direct network.

Out-of-Network

On all "Out-of-Network" purchases, OAP will ensure they are being purchased at the lowest possible acquisition cost and will have a 10% mark-up. This includes any parts, items or supplies OAP is unable to procure within our direct network.

Operational Expenses

OAP will bill the City for all operational expenses on one monthly bill or if the City desires another method we are more than happy to accommodate. The cost of any operational expense OAP incurs will be passed on to the City at no additional mark up. Please reference the attached Profit and Loss statement on page 2 for a full review of all Operational Expenses.

The P&L statement is based off the assumption that 100% of the items purchased were in-network or items that OAP procured internally. Any expense on or not on the attached P&L that the City believes will be necessary or unnecessary can be discussed and added or removed if both parties agree.

Example:

Depreciation for Equipment – This will only be an added Operational Expense if the opportunity arises where we need to provide specialized shop equipment.

All expenses are estimates, we only pass on the actual cost to the City.

**Midwest City, OK
Estimated Monthly Profit & Loss
Statement**

	Monthly	
	Sales	% to Sales
Sales	\$58,333.33	100.00%
Cost of Goods Sold	\$53,958.33	92.50%
Sales Less Cost	\$4,375.00	7.50%
Gross Profit	\$4,375.00	7.50%
Expenses		
Salaries & Benefits	\$2,884.08	4.94%
Payroll Acctg/General Office	\$832.00	1.43%
Inventory Investment	\$0.00	0.00%
Vehicle Expense	\$0.00	0.00%
Vehicle Depreciation	\$0.00	0.00%
City Route Service	\$437.00	0.75%
Depreciation		
Equipment	\$83.33	0.14%
Fixtures & Furniture	\$145.00	0.25%
Information Systems	\$666.67	1.14%
Utilities	\$0.00	0.00%
Supplies	\$208.33	0.36%
Waste Removal	\$145.00	0.25%
Credit Card Fees	\$0.00	0.00%
Estimated Operational Expenses	\$5,401.41	9.26%
Net Profit	\$5,401.41	9.26%

Estimated Monthly Sales
Cost of Goods @ 7.5% above store cost

Includes one team member at \$14/Hr. (Benefits included)
Internal & Administration Labor Cost
We will not apply an Inventory Investment charge
N/A
N/A
Distribution Center Delivery Cost

Estimated Cost for applicable equipment
Shelving
Computer System (Computer, Printer, Scan Gun, Server)
N/A
Any necessary supplies for on-site team member & training
Removal of any necessary waste products
N/A
Total of all Operational Expenses

This Profit and Loss Statement is based off the assumption that 100% of the items purchased were in-network or items that O'Reilly procured internally. All outside purchases will be purchased at the lowest possible acquisition cost with a 10% mark up as referenced on page 2 of the Cost of Proposed Parts & Repair Services

Signing Bonus

If awarded, OAP would also like to give the City a \$5,000 signing bonus for the first three (3) years to show our commitment to providing the City the most effective and efficient program.



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Robert Coleman, Director of Economic Development

DATE: September 10, 2019

RE: Discussion and consideration of approving a lease agreement with the Lamar Companies to lease for a one year term a location for a non-accessory sign located in the Northwest Quarter of the Northwest Quarter of Section 27, Township 12 North, Range 2 West (a/k/a 7012 NE 23rd ST) in the amount of \$800.

This sign was erected in the early 1990s and has remained intact; however, our agreement with the Lamar Companies has since expired. Lamar has asked for permission to continue leasing this location under the terms set forth herein.

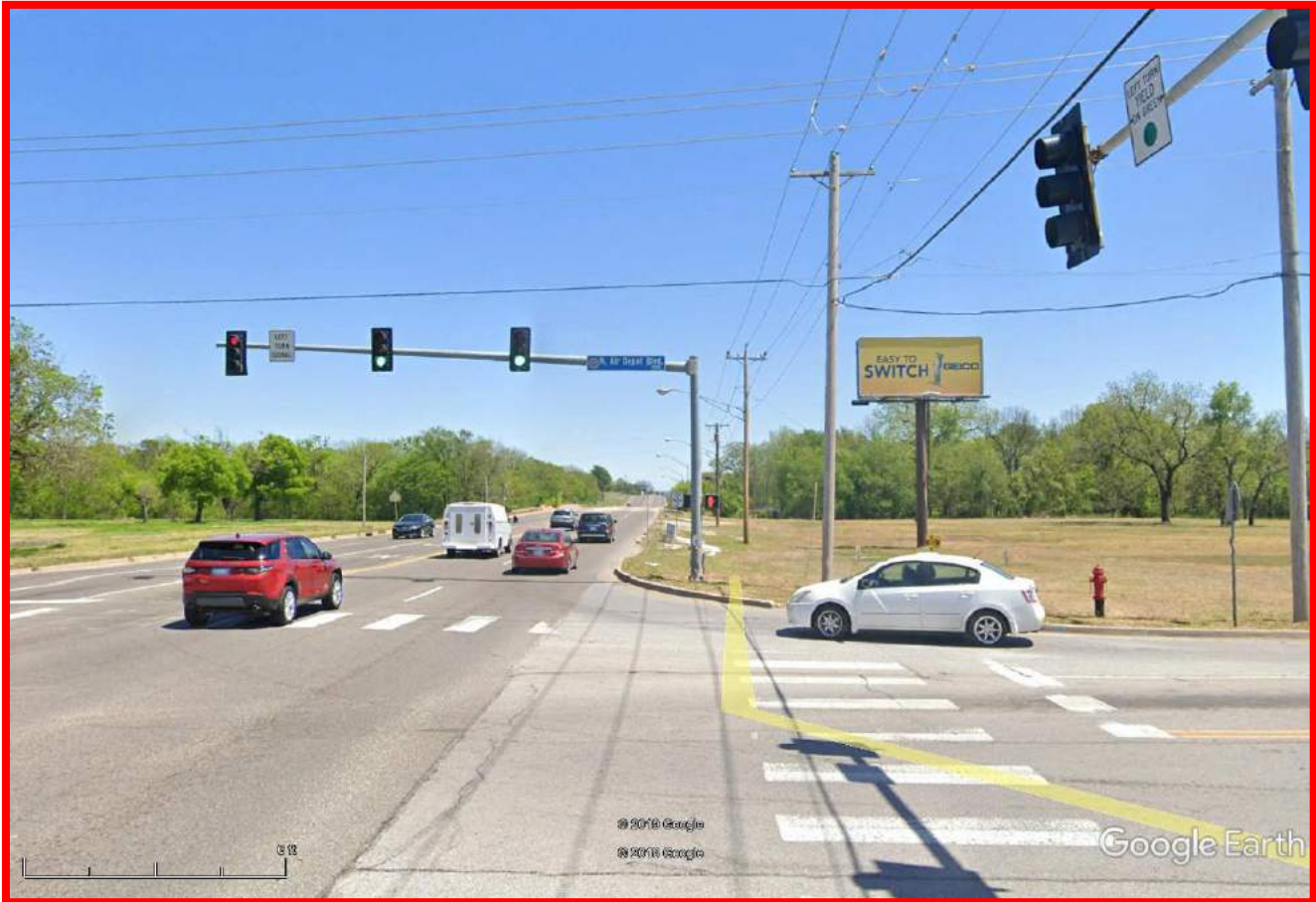
Staff recommends approval of the attached agreement.

A handwritten signature in black ink that reads "R. Coleman". The signature is written in a cursive, flowing style.

Robert Coleman, Director of Economic Development

Attachments: Photograph of Existing Sign


Proposed lease agreement.



Lamar Co # 266

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

_____ New
X _____ Renewal
_____ 30168 _____ Lease #



James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this **September 10th 2019**, by and between: **City of Midwest City** (hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns the premises currently used for an existing outdoor advertising structure ("sign"), including existing structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign.

The premises are a portion of the property located in the County of Oklahoma, State of Oklahoma, more particularly described as:

**UNPLTD PT SEC 27 12N 2W 000 000 TR 3 OF NW4 OF NW4 AS SHOWN IN AN UNREC PLAT
PT SEC 27 12N 2W (a/k/a 7012 NE 23rd Street)**

1. This Lease shall be for a term of one (1) year commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin October 1st 2019 ("commencement date").
2. LESSEE shall pay to LESSOR an annual rental of **(\$800) Dollars**, payable annually in advance. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.
3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE'S sign. LESSOR further agrees, as it relates to LESSOR's property not to erect any new structures or signs or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign.
4. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease upon giving (60) days written notice. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.
5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within 90 days after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.
6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign.
7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease (require written approval from LESSOR, not to be unreasonably withheld), assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.
8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR and LESSEE will attempt to find a location, suitable to both parties, to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. If both parties are unable to agree on a suitable location, the lease will terminate upon the date of condemnation.

9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages, costs and expenses, including attorney's fees to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE'S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.

11. Intentionally omitted

12. Intentionally omitted

13. If required by **LESSEE**, **LESSOR** will execute and acknowledge a memorandum of lease suitable for recordation.

14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

LESSOR: City of Midwest City

BY: Bill Condon

BY: _____

VICE-PRESIDENT/GENERAL MANAGER

BY: _____

DATE: / /

DATE: / /

LESSOR'S TELEPHONE NUMBER

LESSOR'S EMPLOYER IDENTIFICATION NUMBER

W-9 Name (as shown on your Income Tax Return)

Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:

Address of LESSOR:

5205 N Santa Fe Ave
Oklahoma City, OK 73118

Witnesses (**LESSEE**)

Witnesses (**LESSOR**)



Public Works Administration

R. Paul Streets, Director

pstreets@midwestcityok.org

8730 S. E. 15th Street,

Midwest City, Oklahoma 73110

O: 405-739-1061 / Fax: 405-739-1090

Memo

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: September 10, 2019

Subject: Discussion and consideration approving an ordinance authorizing the sale of a 2010 Bridgeport Unit #41-03-24, property with a value of more than \$10,000.00, as required by Article IV; Section 4 of the Midwest City Charter; and providing for repealer and severability.

This item was declared surplus property by the Municipal Authority at the August 13, 2019 meeting. The ordinance needs to be passed and approved by the City Council.

From the August 13, 2019 Municipal Authority meeting:

Unit #41-03-19 from the Sanitation department has been removed from service, has no other operational value or application and is inoperable. We recommend declaring this unit surplus property and authorizing its disposal by sealed bid, public auction or by other means as necessary.

1. Unit #41-03-19 VIN #1NPZLTOX93D714387, A 2003 Heil front-loading refuse body mounted on a 2003 Peterbilt model 320 truck chassis.

R. Paul Streets
Public Works Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF A 2010 BRIDGEPORT UNIT #41-03-24, PROPERTY WITH A VALUE OF MORE THAN \$10,000.00, AS REQUIRED BY ARTICLE IV; SECTION 4 OF THE MIDWEST CITY CHARTER; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. That on May 14, 2019 the Trustees of the Midwest City Municipal Authority declared the following equipment surplus:

Unit # 41-03-24 VIN# 3BPZH58XXAF108305, A 2010 Bridgeport ASL body mounted on a 2010 single-axle Peterbilt truck chassis.

SECTION 2. This ordinance shall be referred to a vote of the electors of the City if a proper referendum petition is properly filed within (30) days after its passage. Otherwise, it shall go into effect thirty (30) days after its passage.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2019.

HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: September 10th, 2019

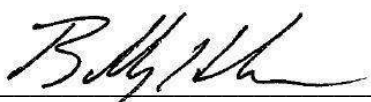
Subject: Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

The Midwest City Community Development Department requests that you declare the listed items of City property surplus and authorize their disposal through sealed bid, public auction, or by other means as necessary.

6 -cassette tapes
14 - 3 ring binders
4- 10 key calculators
5- Desk top calendar holders
2 - Toner cartridges for Kip 3000
2-stamps
Stapler, message holder, plastic document holder
4 - Metal desk file dividers
1 –seat back cushion
1 – Monitor swivel stand
1 – Plastic desk organizer
2 – Pencil post –it note holder
Xtra wide legal size blank tabs in box
Kodak Carousel slide Tray
Hanging Folder Frame in box
Snack bowl – wood, Camera Stand, Printout Binders

If *declared* surplus, these items will be placed on the websites for disposal through sealed bid, public auction, or by other means as necessary.

Staff recommends approval.



Billy Harless, AICP
Community Development Director



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: September 10, 2019

SUBJECT: Discussion and consideration of declaring four (4) Decatur Genesis police radars as surplus and authorizing disposal as determined by law.

The Midwest City Police Department requests the Council declare four (4) Decatur Genesis police radars as surplus and authorize disposal as determined by law. The radars are inoperable and it would cost more to fix the equipment than what they are worth since technology has advanced from the original purchase.

Decatur Genesis radar, serial number GHD-10674
Decatur Genesis radar, serial number GHD-10677
Decatur Genesis radar, serial number GHD-10690
Decatur Genesis radar, serial number GHD-10689

Staff recommends approval.

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

Brandon Clabes
Chief of Police



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

To: Chief Brandon Clabes
Reference: Non-working handheld radars for destruction

Chief Clabes,

In inventory, there are currently 4 handheld radars that are no longer operable. The radars were sent for repair last year, however, the repairs only extended the life of the radars a few months. The radars are now completely inoperable and repairs would be more than the radars are worth. The radars are considered out dated technology in their current state and much more updated radars have recently been purchased through capital outlay. I am requesting that the following inoperable handheld radars be allowed to be ~~destroyed~~: *declared surplus.*

1. Decatur Genesis radar S/N GHD-10674
2. Decatur Genesis radar S/N GHD-10677
3. Decatur Genesis radar S/N GHD-10690
4. Decatur Genesis radar S/N GHD-10689

Please advise if any further information is needed.

Respectfully,

Lt. Brett Baker



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 10, 2019

Subject: (PC-2008) Public hearing with discussion and consideration of an ordinance to redistrict from SPUD, Simplified Planned Unit Development, governed by the I-1, Light Industrial district, to Amended SPUD, Simplified Planned Unit Development, governed by the I-1, Light Industrial district subject to staff comments, for the property addressed as 1601 National Blvd.

Executive Summary: In 2001 the property was rezoned from I-1, Light Industrial to a SPUD governed by the I-1 Light Industrial District. This was to allow the use of Manufactured Housing and Travel Trailer: Sales and Service along with all I-1 uses. The structure is now vacant and the applicant is requesting to amend the SPUD to allow the use of Commercial Marijuana Grow. This use is now allowed in the I-1 district but it was



not a use unit classification when the original SPUD was approved in 2001. When staff drafted the ordinance regarding commercial marijuana growing and processing, it was decided that any SPUD's and PUD's approved prior to the ordinance would have to be amended in order to allow the new uses. This is a predominantly industrial area and the property is

buffered from the residential area to the north. Staff recommends approval of this request.

Dates of Hearing: Planning Commission – August 6, 2019
City Council – August 27, 2018

Applicant: Josh Parrish and Don Neal

Owner: Ray Hardin

Council Ward: Ward 2, Pat Byrne

Proposed Use: Commercial marijuana grow

Size:

The area of request contains 134' of frontage on National Blvd. and contains an area of approximately .37 acres.

Development Proposed by Comprehensive Plan:

Area of Request – IND, Industrial
North and East – IND, Industrial
North, South and West –COMM, Commercial

Zoning Districts:

Area of Request – SPUD, Simplified Planned Unit Development
North, South, East and West – I-1, Light Industrial

Land Use:

Area of Request – vacant building
North and East – Tumble Stars Gym
South – SMC Technologies
West – vacant

Comprehensive Plan Citation:

Industrial Land Use

The industrial land use designation is applied to areas intended for a range of heavy commercial, assembly, warehousing and manufacturing uses. Given the beneficial relations that Midwest City and Tinker AFB have shared, industries and businesses that support and supply Tinker AFB are highly appropriate within this land use category.

Municipal Code Citation:

2.26 SPUD, Simplified Planned Unit Development

2.26.1. General Description

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

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

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

2.26.2 Intent and Purpose

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

(A) Innovative development

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

(B) Efficient use of land

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

(C) Appropriate limitations and compatibility

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

History:

1. (PC-1430) – August 2001 – The parcel was rezoned from I-1, Light Industrial to a SPUD governed by I-1, Light Industrial, allowing all I-1 uses as well as that of Manufactured Housing and Travel Trailer: Sales and Service
2. The Planning Commission recommended approval of this request on August 6, 2019.

Staff Comments:

Engineer's report:

Note: This application is amending an existing SPUD for a new use. No engineering improvements are required with this application.

Water Supply and Distribution

An eight (8) inch public water main is located on the south side of National Boulevard in the street right-of-way extending along the north side of the area of request. Public water mains extend along the full frontage of this property, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the south side of National Boulevard in the street right-of-way extending to the south side of the area of request. The public sewer main is accessible and the existing facility is connected to the city sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from National Boulevard. National Boulevard is classified as a local street in the 2008 Comprehensive Plan. National Boulevard is a two (2) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty

(50) feet for local streets and National Boulevard has fifty (50) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application.

Sidewalk is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request drains overland north to south to National Boulevard. Currently, the area of request is fully developed with a commercial business and surface parking. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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

Fire Marshal's report:

The Fire Marshal has reviewed this request. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the requirements of the 2015 International Fire Code.

Plan Review Comments:

As the Commission and Council will remember, staff amended the Midwest City Zoning Ordinance in October of 2018 as voters passed a measure to legalize medical marijuana in the state of Oklahoma. New use unit classifications were created for the use of commercial medical marijuana grower and medical marijuana processor. Along with researching other communities, staff researched our own zoning ordinance to determine which zoning districts these uses should be allowed in. For the use of commercial marijuana grow, staff determined that this use best fit with other processing uses which are typically allowed in industrial zoning districts, I-1, I-2 and I-3 as well as the C-4, General Commercial district.

During our research, staff discussed how to address the new uses of commercial marijuana grow and medical marijuana processing in existing SPUD's and PUD's approved before the adoption of the ordinance. Typically, an underlying zoning is chosen for SPUD's and PUD's and the applicant chooses which uses within the underlying zoning to allow and prohibit on the property. Since these two new uses were not in place at the time of previously approved SPUD's and PUD's staff determined that if the new uses were proposed in an existing SPUD or PUD, that zoning would need to be amended to specifically allow one or both of them.

The area of request was rezoned to a SPUD in 2001. The applicant originally applied to rezone the property from I-1, Light Industrial to I-2, Moderate Industrial to allow the use of manufactured home sales and the outdoor display of such homes.

There was concern from surrounding property owners about this use so the applicant amended his application to a SPUD, governed by I-1 and allowing the one I-2 use of Manufactured Housing and Travel Trailer: Sales and Services. The SPUD included several restrictions including limiting the display of manufactured homes to no more than two at any one time.

The applicant wishes keep the SPUD as it was approved in 2001 and to also allow the new use of commercial marijuana grow.

If this application is approved, the applicant will be required to apply for a Certificate of Occupancy through the Community Development office. Prior to issuance of a CO, the operation must pass inspections by the building and fire departments. The building must meet all current building and fire codes.

A site plan was not required with this SPUD application as the building is existing and there are no changes proposed to the building or any part of the exterior with this application.

On August 2, 2019 staff received a letter of protest from one of the surrounding property owners. Regarding protests, the Zoning Ordinance states:

7.2.3(B) Protests

(1) Protests against proposed changes shall be filed at least three (3) days before the date of the public hearings. If protests are filed by:

a. The owners of twenty (20) percent or more of the area of the lots included in a proposed change; or

b. The owners of fifty (50) percent or more of the area of the lots within a three hundred (300) foot radius of the exterior boundary of the territory included in a proposed change;

(2) Then the proposed change or amendment shall not become effective except by the favorable vote of three-fifths of the members of the City Council.

The neighbor owns Tumble Stars Gymnastics Center and is concerned about having a commercial marijuana grow business near their business. The letter states that “if this activity would not be allowed next door to a school, it should not be allowed next door to any facility that has children involved.” It should be noted that state law only requires a buffer between schools and dispensaries, not grow or process facilities.

Kelly Taylor who submitted the letter of protest attended the Planning Commission meeting and expressed concerns about safety for children and families attending her gym. She also read the letter she submitted to staff. The applicant addressed her concerns and stated that his background is in security and that the facility would be secured. He also stated that he only has four (4) employees and that they would be delivering products for outside sales. No retail sales of medical marijuana will occur on site. Staff explained that the state law requires a buffer around schools for dispensaries but not for grow or process facilities.

The current code allows the use of commercial marijuana grow within industrial zoning districts. This use meets the intent of the ordinance in having grow operations in predominantly industrial or heavy commercial areas. Staff recommends approval.

Action Required:

Approve or reject the ordinance to redistrict to Amended SPUD for the property as noted herein, subject to staff's comments as found in the September 10, 2019 agenda packet and made a part of PC-2008 file.

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

Billy Harless, AICP
Community Development Director
KG

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : July 10th, 2019

Subject : Engineering staff comments for pc-2008 S.P.U.D. application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2008:

Note: This application is amending an existing SPUD for a new use. No engineering improvements are required with this application.

Water Supply and Distribution

An eight (8) inch public water main is located on the south side of National Boulevard in the street right-of-way extending along the north side of the area of request. Public water mains extend along the full frontage of this property, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Refer to the Fire Department memo for additional comments related to water lines and fire protection.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the south side of National Boulevard in the street right-of-way extending to the south side of the area of request. The public sewer main is accessible and the existing facility is connected to the city sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from National Boulevard. National Boulevard is classified as a local street in the 2008 Comprehensive Plan. National Boulevard is a two (2) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for local streets and National Boulevard has fifty (50) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application.

Sidewalk is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request drains overland north to south to National Boulevard. Currently, the area of request is fully developed with a commercial business and surface parking. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2008

PC-2008 is a request to amend an existing SPUD (Simplified Planned Unit Development) to allow for commercial marijuana grow. The location is 1601 National Blvd. This is a predominately-industrial area

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the requirements of the 2015 International Fire Code.

Duane Helmberger
Fire Marshal
Midwest City Fire Department



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Simplified Planned Unit Development

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

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

A. Special Development Regulations

1. List of the owners and/or developers: _____
2. Please list the adjoining land uses, both existing and proposed.
North: SINGLE FAMILY HOMES
South: I1
East: I1
West: I1
3. Please list the use or uses that would be permitted on the site. All I-1 uses in the MWC zoning ordinance as of 6/4/19 plus use of manufactured housing, travel trailer sales & service
4. This site will be developed in accordance with the Development Regulations of the I-1 Light industrial zoning district.
5. Please list all applicable special development regulations or modified regulations to the base zoning district: ALL I1 USES AND MEDICAL MARIJUANA GROWING Plus use of manufactured housing + travel trailer sales and service
6. Please provide a statement of the existing and proposed streets, including right-of-way standards and street design concepts: EXISTING
7. Please describe the physical characteristics of the following:
Sight-proof screening proposed: EXISTING

Landscaping proposed: EXISTING



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

Signs proposed: EXISTING

Area of open space proposed: EXISTING

Proposed access points: EXISTING

Drainage information: EXISTING

8. Existing or proposed building size: EXISTING

Maximum building height: _____

Number of existing or proposed buildings: _____

Building setbacks – Front: _____

Sides: _____

Rear: _____

9. Please provide a description of the proposed sequence of development.

ONCE APPROVED WILL COMMENCE GROWING

B. Other Development Regulations

Please list any other amenities or controls included in the SPUD: _____

ALL II USES AND MEDICAL MARIJUANA GROWING.

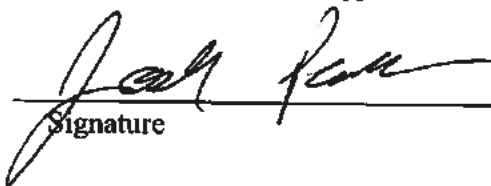
ALL II USES AS OF 6-4-19.

USE of manufactured housing + travel trailer sale + service

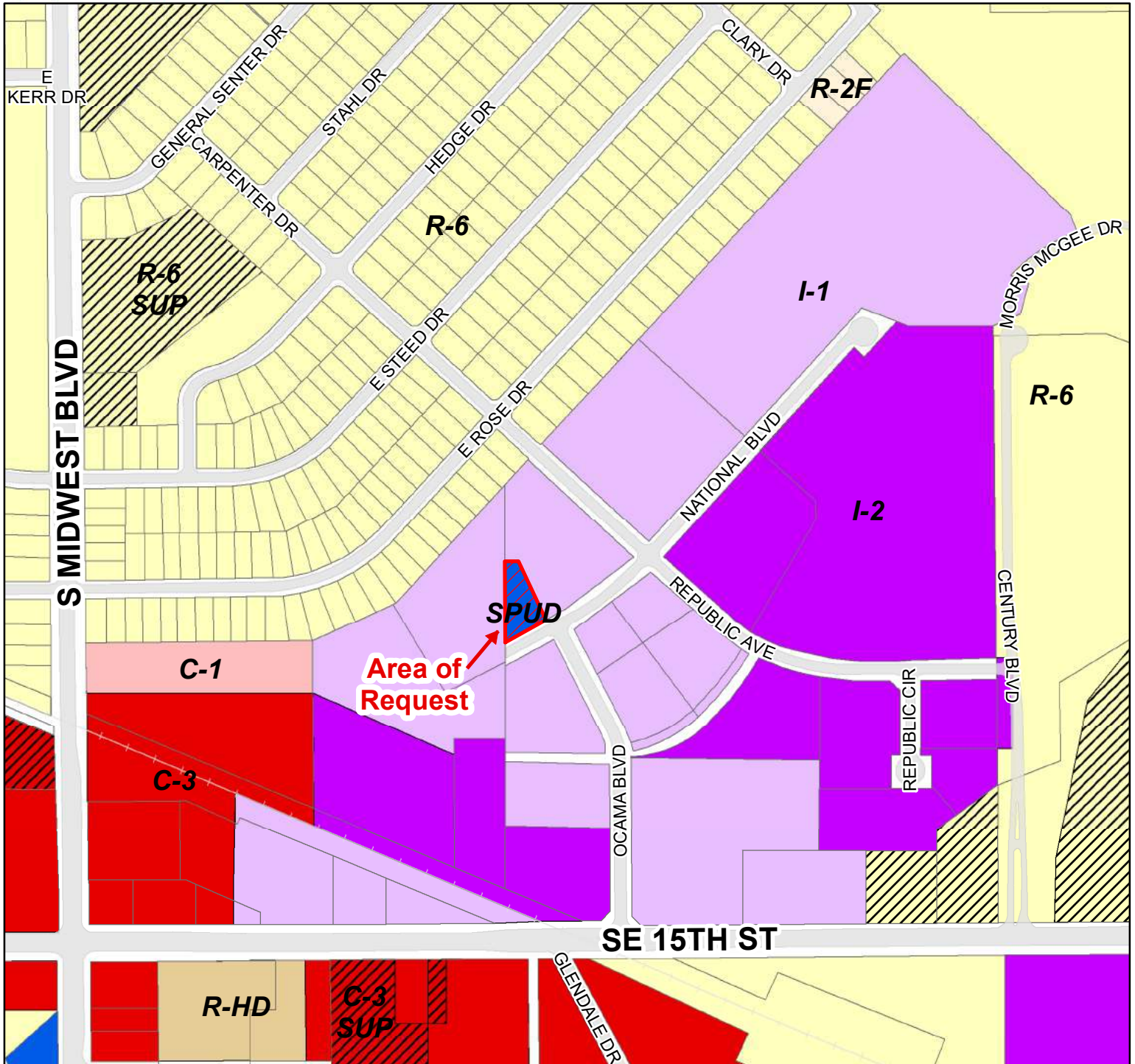
C. Master Plan Map (attached)

Exhibit A: _____

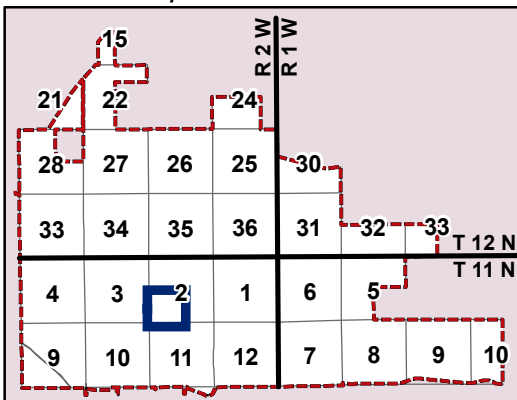
This site will be developed in accordance with the Master Development Plan Map as submitted to the City of Midwest City for approval in conjunction with this request.


 Signature

6-7-19
 Date



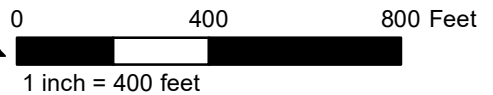
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-2008
(SW/4, Sec. 2, T11N, R2W)**



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

1 **PC-2008**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO AMENDED SPUD, SIMPLIFIED PLANNED**
5 **UNIT DEVELOPMENT AND DIRECTING AMENDMENT OF THE OFFICIAL ZON-**
6 **ING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPER-**
7 **TY'S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to Amended SPUD, Simplified Planned Unit Development, subject to the conditions contained in
12 the PC-2008 file, and that the official Zoning District Map shall be amended to reflect the reclas-
13 sification of the property's zoning district as specified in this ordinance:

14 Midwest City Industrial Park – Part of Lot 7, Beginning in the SW/C of Lot 7; thence
15 North 227 feet, East 33.16 feet, Southeasterly 186.21 feet, Southwesterly 134 feet to the
16 point of beginning.

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

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

22 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,
23 on the _____ day of _____, 2019.

24 THE CITY OF MIDWEST CITY, OKLA-
25 HOMA

26 _____
27 MATTHEW D. DUKES II, Mayor

28 ATTEST:

29 _____
30 SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2019.

Heather Poole, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: September 10, 2019

Subject: (PC – 2009) Public hearing with discussion and consideration to approve an ordinance to amend the TimberRidge Planned Unit Development governed by the R-6, Single Family Detached Residential district for the property described as a part of the SW/4 of Section 10, T-11-N, R-1-W, of the Indian Meridian, Oklahoma County, OK.

Executive Summary

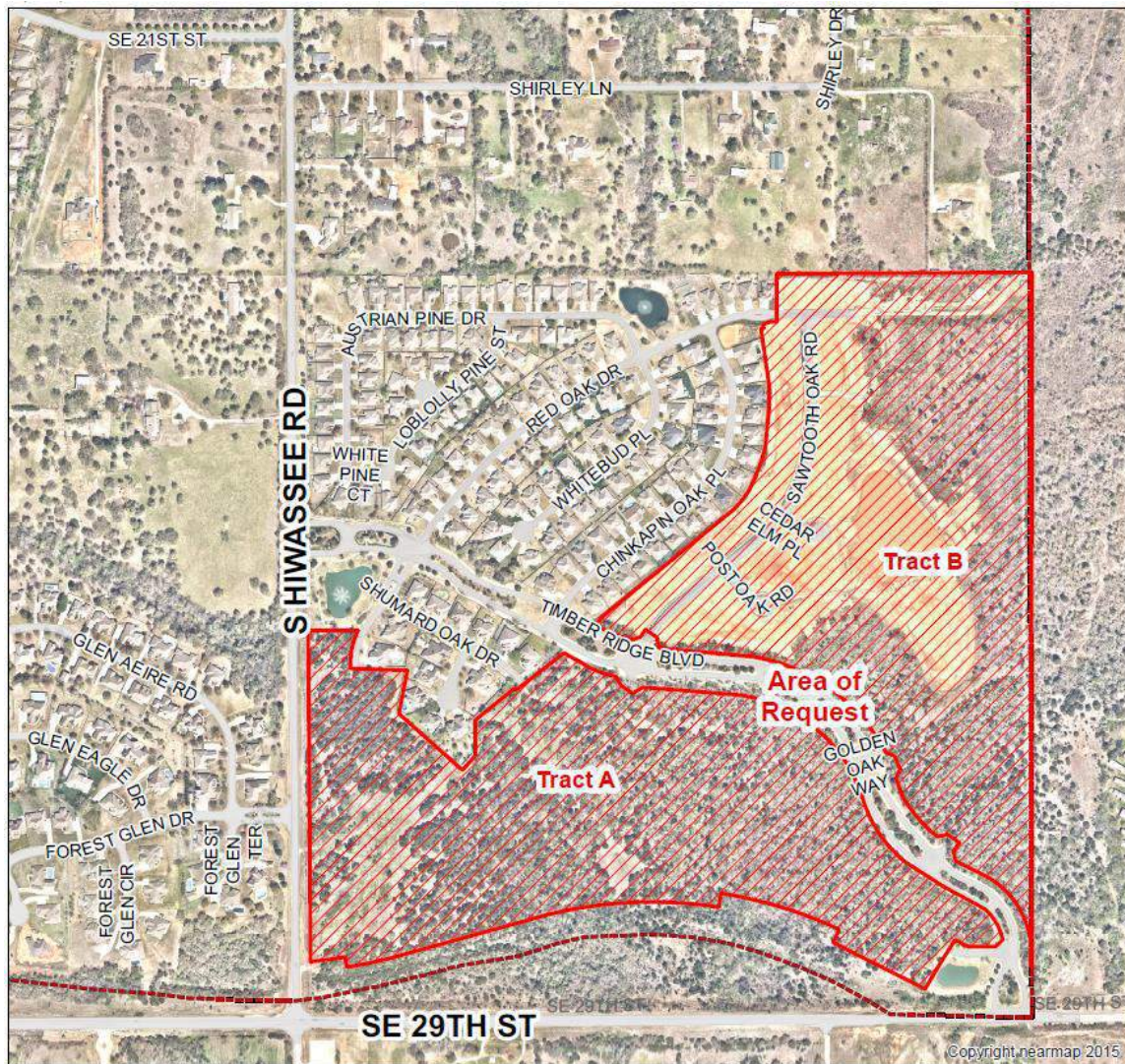
This amendment is being requested in order to update the allowable exterior materials and to use a model home with an office in place of the garage for home sales. Currently, the PUD does not specifically list the allowable exterior materials for the single-family residences, however, it does state that “regulations not specifically addressed herein shall comply with zoning ordinances and building regulations of the City of Midwest City in effect at the time of the approval of this PUD.” At the time of approval (2007) the Zoning Ordinance did not have requirements for exterior materials, however, Section 9-40(a)(1) of the building code stated that each new single-family residential structure shall have a minimum of 70% of the exterior wall area, excluding gables, second stories and windows, covered with brick or stone. Since that time, the Zoning Ordinance has been amended to require 100% masonry materials facing the street, 85% masonry total and has identified materials that are considered masonry. The amended PUD is consistent with the current code as of today with the exception that cedar siding is to be allowed below the plate line. The other amendment is to allow a model home with the garage to be used as a sales office. Once sales for new homes within the addition are complete, the office will be converted back to a garage and upon approved inspections, the home can be occupied as a single-family residence. This is common in new residential subdivisions. This amendment only applies to Sections 4, 5, 6, 7, 8, 9 and 10 of TimberRidge. Sections 1, 2 and 3 have already been developed under the regulations of the approved 2007 PUD. No changes other than those listed above are being requested with this application. Staff recommends approval.

Dates of Hearing: Planning Commission – August 6, 2019
City Council – September 10, 2019

Council Ward:
Ward 6 – Jeff Moore

Owner/Applicant: Kyle Copeland, Packing House Investments, LLC

Attorney: David Box – Williams, Box, Forshee & Bullard, P.C.



Proposed Use: single family residential subdivision

Size:

The area of request has a frontage along TimberRidge Blvd and contains an area of approximately 85.04 acres.

Development Proposed by Comprehensive Plan:

Area of Request – LDR, Low Density Residential

North and West – LDR, Low Density Residential

South – Oklahoma City

East – Unincorporated land

Zoning Districts:

Area of Request – PUD, Planned Unit Development

North – PUD, Planned Unit Development (sections 1, 2 and 3 of TimberRidge) and R-6, Single Family Residential

South – Oklahoma City

East – Unincorporated

West - PUD, Planned Unit Development

Land Use:

Area of Request – Vacant
North and West – Single family residences
East – Manufactured home/trailer park and vacant
South – Vacant and single family residences

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

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

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

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

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

(A) Innovative land development

Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

(B) Flexibility within developments

Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) Efficient use of land

Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) Function, design and diversity

Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) Modifications to development requirements

Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. This area was zoned R6, Single Family Residential with the adoption of the 1986 Zoning Ordinance and Map.
2. April 2005 – PUD (PC-1577) and Preliminary Plat (PC-1580) were approved.
3. June 2005 – (PC-1589) Final Plat of TimberRidge Pointe Section 1 was approved.
4. August 2007 – (PC 1642) Final Plat of TimberRidge Pointe Section 2 was approved.
5. August 2007 – (PC-1643) A revised PUD of TimberRidge Pointe was approved.

6. October 2007 – (PC-1651, PC-1652 & PC-1653) Final Plats of TimberRidge Pointe Sections 3, 4 & 5 were approved.
7. June 2008 – (PC – 1672) Amended PUD of TimberRidge Pointe was approved.
8. March 2011 – (PC – 1734) Final Plat of TimberRidge Pointe Section 3 was approved.
9. October 2014 - (PC-1814) Final Plat of TimberRidge Pointe Section 4 was approved.
10. March 2019 – (PC-1985) Final Plat of TimberRidge Pointe Section 4 was approved as the previous approvals were never filed and had become void.
11. The Planning Commission recommended approval of this item August 6, 2019.

Staff Comments:

Engineering Comments:

Public Improvements

This application is a request to change building materials and the use of a show home allowed by the P.U.D.

It does not request a change to the subdivision regulations and any other relevant city code. All still apply to all current and future development in the P.U.D.

No public improvements are required with this application.

Fire Marshal's Comments:

The Fire Marshal has reviewed this request. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the 2015 International Fire Code.

Plan Comments:

Earlier this year, staff was contacted by Ideal Homes asking about the requirements of the TimberRidge PUD as they were interested in purchasing lots in the recently approved Section 4 of the addition. During these conversations, staff researched the PUD that was approved in 2007 and found that anything not specifically listed in the PUD was governed by the codes in place at the time of approval. At that time, the Zoning Ordinance did not have requirements for exterior materials on residential structures, however, the building code required a minimum of 70% brick or stone on the first floors of all residential structures. Since that time, the Zoning Ordinance has been updated twice to set forth requirements for exterior building materials. The most recent update was approved in the Fall of 2018. This ordinance is listed below:

5.12.1. Exterior Construction Requirements and Standards

(A) Masonry requirement for residential uses

- (1) All single and two family homes shall have one hundred (100) percent masonry materials on the sides of ground floors (facades) facing a public street.
 - a. Exceptions: Masonry requirements do not apply above the plate line or trim work, such as gables and soffits. The masonry coverage calculation does not include doors, windows, window box-outs, eaves, or bay windows that do not extend to the foundation.
- (2) All single, two family, and multifamily developments shall consist of eighty-five (85) percent masonry materials.

(3) Prohibited: Concrete masonry units, concrete panel construction, vinyl siding, wood, engineered or manufactured wood, medium density fiberboard, particle board or masonite shall be prohibited in the construction of residential units.

(4) Approved materials for residential construction include: brick, rock, stone, stucco, cementitious fiberboard and other materials as approved by staff.

This ordinance was created in an effort to accommodate the “farm-style” housing that has become popular in recent years.

The applicant is requesting to amend the PUD to follow the current exterior construction requirements of the Zoning Ordinance. The applicant is requesting one modification to the current code and that is to allow cedar siding facing the street below the plate line.

The Amended PUD also requests to allow a sales office as a temporary permitted use. This is common in new subdivisions. The PUD states “Permitted Temporary Use: Temporary buildings shall be allowed as a permitted temporary use for a sales office. Said use shall be permitted in a Model home garage. Said space will be converted back to a garage before occupied as a residence by homeowner.” Staff was concerned about the wording “temporary buildings” and contacted the applicant to see if they are proposing to use trailers or any other kind of temporary building as a sales office. The applicant responded on July 3 and confirmed that they are not proposing any trailers. They are asking to be allowed to have a model home with a sales office in the garage. Prior to occupancy of the structure as a model home/sales office, all required building and trade inspections must be approved. When the model home/sales office are no longer necessary, the office will be converted back to a garage. Upon approval of a building final inspection the house may be sold and occupied as a single-family residence.

The applicant did meet with the TimberRidge Pointe Homeowners Association prior to submitting this application. During the meeting, the applicant explained the changes requested with this PUD amendment. The property owner/developer was also present and there was further discussion with him regarding issues not relevant to this application. As of this writing, staff has not received any protests regarding this application.

Staff recommends approval of this request.

Action Required: Approve or reject an ordinance to amend the Planned Unit Development for the property noted in this report and subject to staff’s comments as found in the September 10, 2019, agenda packet, and as noted in PC – 2009 file.



Billy Harless, AICP
Community Development Director

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : July 20th, 2019

Subject : Engineering staff comments for pc-2009 P.U.D. application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2009:

Public Improvements

This application is a request to change building materials and the use of a show home allowed by the P.U.D.

It does not request a change to the subdivision regulations and any other relevant city code. All still apply to all current and future development in the P.U.D.

No public improvements are required with this application.



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

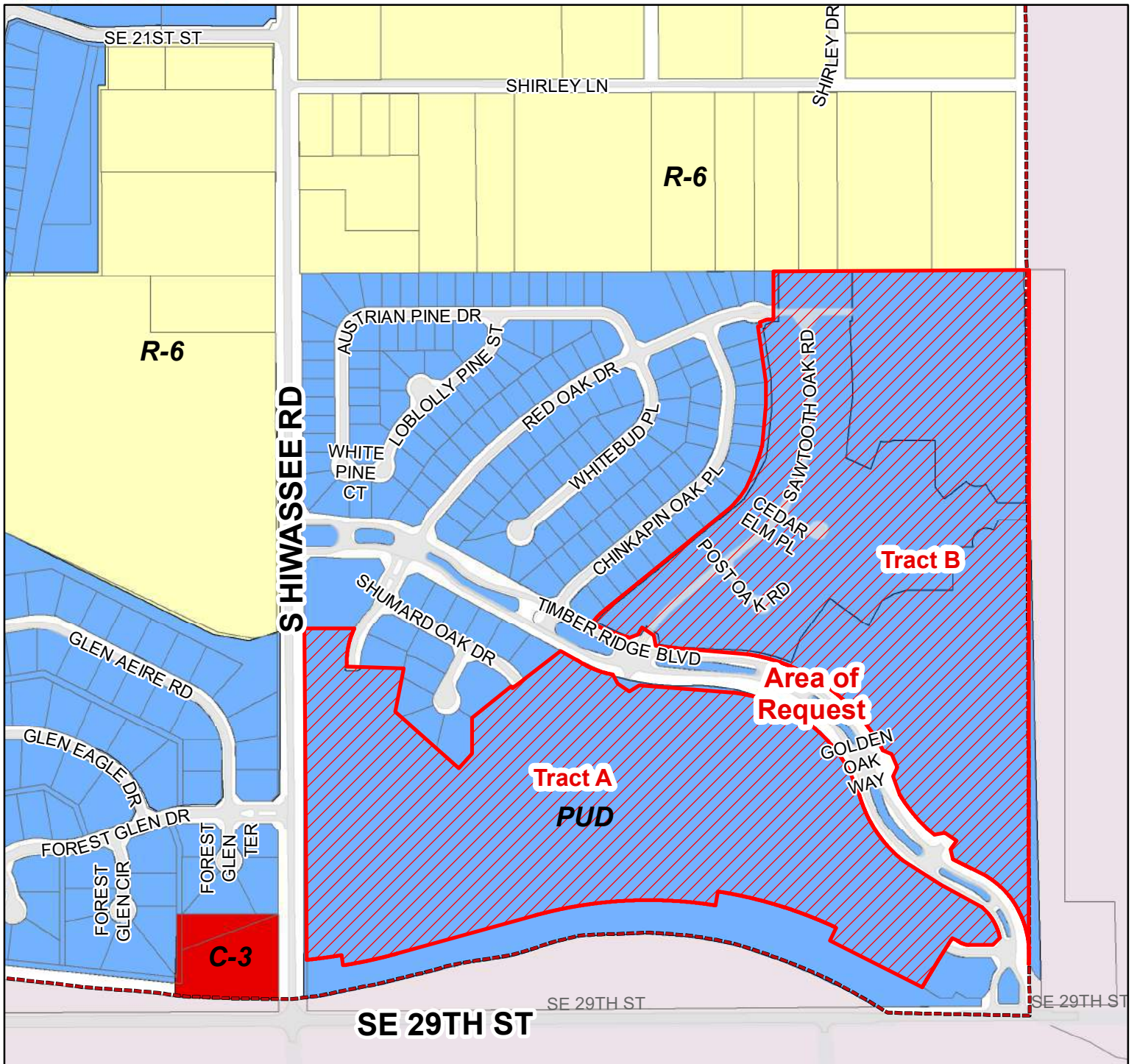
Fax 405.739.1384

Re: PC-2009

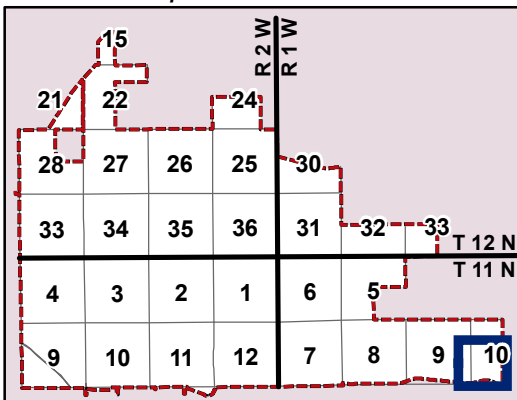
PC-2009 is a request to amend the existing TimberRidge PUD. The update is for the allowable exterior building materials and to allow a show home/office.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the 2015 International Fire Code.

Duane Helmberger
Fire Marshal
Midwest City Fire Department



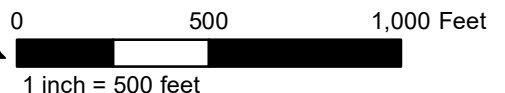
Locator Map



Current Zoning Legend

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

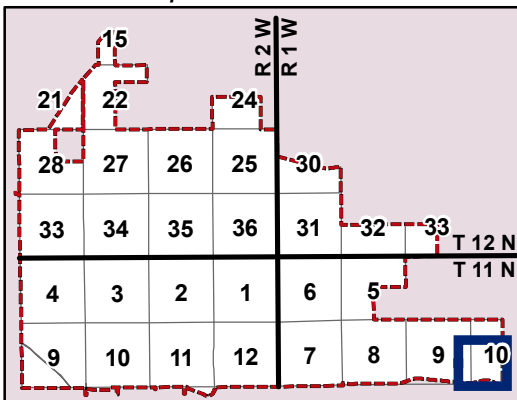
**ZONING MAP FOR
PC-2009
(SW/4, Sec. 10, T11N, R1W)**



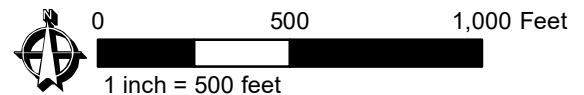
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



Locator Map



**2019 NEARMAP AERIAL VIEW FOR
PC-2009
(SW/4, Sec. 10, T11N, R1W)**



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PUD #1577
DESIGN STATEMENT
OF THE PLANNED UNIT DEVELOPMENT

OF



A RESIDENTIAL DEVELOPMENT
LOCATED AT SE 29TH STREET AND HIAWASSEE ROAD
MIDWEST CITY, OKLAHOMA

REVISED – August 2007
REVISED – June 2019

DEVELOPER:

Packing House Investments, LLC
c/o Kyle Copeland
2019 Ruhl Drive
Guthrie, OK 73044

PREPARED BY:

Williams, Box, Forshee & Bullard, P.C.
522 Colcord Drive
Oklahoma City, OK 73102
405-232-0080
405-236-5814 fax
dmbbox@wbflaw.com

2019 MODIFICATIONS

The revised Planned Unit Development of Timber Ridge Pointe Addition incorporates slight modifications to the previously approved Planned Unit Development.

The modifications have been made to the sections below.

- 1.0 INTRODUCTION
 - Update made to acreage
- 3.0 DEVELOPER
 - Update made to developer name
- 8.0 SPECIAL DEVELOPMENT REGULATIONS
 - Addition of 8.4
- 9.0 GENERAL REGULATIONS
 - Addition of 9.3 Exterior Construction Requirements and Standards
- 10.0 EXHIBITS
 - Replacing Exhibit A (Legal Description) and Exhibit B (Master Development Plan)
 - Adding Exhibit J (Colored Renderings)

2007 MODIFICATIONS

The revised Planned Unit Development of Timber Ridge Pointe Addition incorporates slight modifications to the previously approved Planned Unit Development.

The modifications have been made to the sections below.

- 4.0 SCOPE AND CONCEPT
 - Adjustments to the table regarding approximate lot widths.
- 6.0 SITE TOPOGRAPHY AND DRAINAGE
 - Addition of 6.3 OPEN DRAINAGE WAY IMPROVEMENTS.
- 10.0 EXHIBITS
 - Additional exhibits including a revised amenities detail, median removal and replacement detail, typical pavement with channel cross section detail and lots w/ drainage way conceptual detail.

1.0 INTRODUCTION

The Planned Unit Development of Timber Ridge Pointe Addition consists of approximately 85.04 acres and is located at the intersection of S.E. 29th Street and Hiwassee Road in the City of Midwest City, Oklahoma. This property is presently zoned R-1-D, Single Family Detached.

The property includes the Southwest Quarter of Section 10, Township 11 North, Range 1 West of the Indian Meridian, Oklahoma County, Oklahoma lying North of the railroad right-of-way, which is the limit of the City of Midwest City.

2.0 LEGAL DESCRIPTION

The legal description of the property comprising the Planned Unit Development of Timber Ridge Pointe Addition is described in "Exhibit A", attached hereto and made a part of this design statement.

3.0 DEVELOPER

The developer of the Planned Unit Development of Timber Ridge Pointe Addition is Packing House Investments, LLC.

4.0 SCOPE AND CONCEPT

It is the desired of the developer of the subject property to revise the existing zoning to allow for gated portions of the addition, a non-standard roll curb within the gated portions, and a 20-foot building line variance. This will be accomplished through the Special Development Regulations contained herein. These regulations shall allow for single-family uses within the R-1-D District. The design statement and exhibits that constitute this Planned Unit Development will provide the property the flexibility required to develop the subject property with a variation of single-family styles and to use a mountable roll curb which will enhance the typical residential patterns established in this area.

The concept of this PUD is to capture an open feeling throughout the addition by providing large common areas, walking trails, and a landscaped boulevard. The boulevard will serve as a collector street and will be widened with a center median connecting the two entities. There will be no access from any lot onto the collector street. The two entries will have permanent ponds with water fountains accenting the natural open space. The central feature and recreational area for the residents will be a 2.5-acre lake in the northeast section of the addition. Surrounding the lake will be nature trails, a swimming pool, clubhouse for recreation, and park and/or playground equipment within the common area. All common areas and street medians will be heavily landscaped and maintained by the Property Owners Association.

The boulevard will be landscaped with the natural, existing trees wherever possible. The areas that have no natural trees or unhealthy trees that are removed will be landscaped with native grasses and shrubs to provide a feeling of being "in the country." The park

area around the lake and clubhouse will be landscaped with shade trees, native plants, and berming to create privacy and visual interest. Walking trails will surround the lake and be of a paved hard surface.

The Developer is dedicated to installing landscaping, neighborhood amenities, and park open space throughout this project. The boulevard collector street will have a continuous sidewalk installed to provide a walking path between the permanent pond areas at the entrances and the main community recreational area on the Northeast side of the property. The boulevard will also have native trees preserved and native trees relocated on-site by spading and transplanting to provide a natural, mature feel from the first phase of development. The wide common areas along the boulevard and all of the pond/detention areas will be landscaped by the Developer and maintained by the Property Owner's Association. Locations of the sidewalks to be installed by the Developer and a typical detail of the boulevard median landscaping are shown on Exhibits D and E.

Furthermore, the covenants and restrictions placed upon the Builders will require that the lots be landscaped to the following minimum standards at the time of occupancy:

Lot size	# trees in front	# trees in back	*sf per 1,000 sf bldg
65' Std. lots	2	2	100
65' Side lots	3 (1 on side)	2	100
75' Std. lots	2	2	100
75' Side lots	3 (1 on side)	2	100
90' Std. lots	3	3	150
90' Side lots	4 (1 on side)	3	150

*Square feet of landscaping to be planting beds

Note: Trees shall have a minimum size of 3" caliper at time of planting

The landscaping requirements for Builders are meant to encourage saving trees on all lots by placing the building pad on the lot to utilize existing trees. The requirements are also incorporated to provide an upscale neighborhood with a softened, natural feel to it.

As more accurate and complete surveys are performed, it may be discovered that various sections of the subdivision contain existing grades/slopes more extreme than originally thought. In these areas, attempts will continue to be made to save as many trees as possible through the use of varied building setbacks, none to be less than 20 ft as approved on the plat. However, when the construction of utilities and streets cause the removal of a majority of the natural vegetation, provisions will be made for the creation of common areas varying from 10 to 30 ft in width at the rear of the affected lots. These common areas will be available for the construction of retaining walls and be available as pedestrian walkways through natural vegetation providing a buffer between lots. In some cases, these pedestrian walkways may provide access to larger common facilities. In all cases, these common areas will be maintained by the homeowners association, and noted as such on the final plats of the various sections.

Other amenities the Developer will provide are: a pool, clubhouse, nature park, and playground equipment located near the 2.5-acre lake. These facilities are available for recreational use by all residents. A detail of these attractions is shown on Exhibit F. The one-acre nature park area will be an area of undisturbed trees with wood chip filled walking trails and maintained areas for picnics and exploring the outdoors. The playground equipment will be located in a large open area to provide a place where children can safely play. The clubhouse is a place where neighborhood functions can be held. Having a central meeting place brings a community together and instills a sense of belonging and pride in a neighborhood. The aim of this development is to create a great place to live and set a standard above the ordinary subdivision.

This residential addition will provide a variety of single-family lots in a community-oriented pattern. Areas of the addition will be gated and the street patterns are coved to create groupings of lots and open space. There will be typically three lot sizes created for three sizes of homes. The table below summarizes the variety of lots proposed.

Approximate Lot Widths			
	65-70 ft	75-80 ft	90-110 ft
Mix	35%	45%	20%
Home Size	1,600 sq ft +	1,900 sq ft +	2,400 sq ft +

This Planned Unit Development will allow a 20-foot building line variance. Due to the severe slopes across this property, the need arises for the Builder to customize the home to fit the land instead of clear cutting and mass grading all of the lots. Having a 20-foot building line allows the Builder to work with the grade changes, design an irregularly shaped custom home with variation to the floor plan, and place the home on the lot to best salvage trees. Allowing a larger building site also provides a potential for larger, more valuable homes in the community. With the proposed preliminary plat street patterns that are curvilinear and coving to create breaks in the building line, the reduced setback will not have an effect on keeping the visual impact of open space in tact.

The Developer will install ornamental street light poles and signs. The same fixtures will be used throughout the subdivision to provide a uniform, common theme. The poles and signs will upscale the neighborhood. The Property Owner's Association will provide for the difference in cost, if any, for maintenance of the upgraded fixtures to the City. Also, the Developer will install a fence along the perimeter of the addition adjacent to Hiwassee Road as each phase progresses. The fence shall be a wooden split rail design and shall be of consistent materials throughout.

5.0 SITE AND SURROUNDING DEVELOPMENT

This property is presently zoned R-1-D, Single Family Detached. The property surrounding the proposed PUD is zoned as follows:

- North: Zoned R-1-D. Developed as residential on acreage lots.
- South: Zoned AA in the City of Oklahoma City. Vacant to SE 29th St.

Eastland Hills Church is across SE 29th as well as family residential acreage lots.

- East: Unincorporated Oklahoma County. Vacant, pastureland.
- West: Zoned R-1-D. Developed as Single-Family Residential Addition.

6.0 SITE TOPOGRAPHY AND DRAINAGE

6.1 SITE TOPOGRAPHY:

The property has a hill approximately in the center and slopes in all directions. There is a lot of relief across the property and it has natural drainage paths established and a farm pond on the East side. The site falls as much as 85 feet in elevation to the northeast, but as little as 35 feet in elevation to the West.

The site is heavily wooded. As many trees as possible outside the construction activities will be preserved within the common areas for the benefit of the property users.

6.2 DRAINAGE IMPROVEMENTS:

Discharge from proposed detention ponds shall be permitted to drain overland in an approved flume to the limits of the addition. Furthermore, natural drainage ways shall be permitted through common areas provided drainage ways meeting the 100-year storm discharge capacity.

6.3 OPEN DRAINAGE WAY IMPROVEMENTS:

Natural drainage ways shall be permitted along the front of lots within a drainage and maintenance easement. Such improvements will be maintained by the Property Owners Association. See attached Exhibits 'H' and 'I' for conceptual details along with typical cross sections.

7.0 SERVICE AVAILABILITY

7.1 STREETS:

This PUD property will provide an access to Hiwassee Road on the West and SE 29th Street on the South side of the property, both being public roadways. A widened entrance onto a Collector Street will be provided at both locations.

The proposed streets within this PUD can be either public or private. The gated section will have private streets maintained by the Property Owners Association. The gate configuration will meet all fire department standards and requirements.

7.2 UTILITIES:

7.2.1 WATER LINE:

There is an existing 12" water line located on the West side of the property along Hiwassee Road.

7.2.2 SANITARY SEWER LINE:

An existing sanitary sewer outfall line is located approximately 1000 feet West of this property at the North line of the quarter section. The sanitary sewer will be extended to the development. Two lift stations will be required to service this property due to topography.

7.2.3 GAS LINE, TELEPHONE AND ELECTRIC SERVICES:

Gas and telephone utilities are located on the West side of the property to serve the addition. Their respective owners will extend these utilities through the site.

7.3 FIRE PROTECTION:

Fire hydrants will be installed within Timber Ridge Addition so each building site is covered for fire protection.

8.0 SPECIAL DEVELOPMENT REGULATIONS:

The use and development regulations set out herein shall control the development and use of the property listed in Exhibit A (legal description). In case of a conflict between the regulations set out in this Planned Unit Development and ordinances contained in the Planning and Zoning Code Regulations for The City of Midwest City, the use and development regulations continued in this Planned Unit Development shall take precedent and control the development and use of the property. All regulations not specifically addressed herein shall comply with zoning ordinances and building regulations of The City of Midwest City in effect at the time of the approval of this PUD, along with State and Federal Regulations as they may apply. The regulations are as follows:

The use and development regulations of this property are identified in Section 8.0 through 8.3 of the PUD design statement. The special conditions listed in Section 8.1 through 8.3 may not be changed or amended in any quest except by the action of City Council after review and recommendation by the Planning Commission.

The use and development regulations of the R-1-D "Single-Family Detached Residential" District shall govern development of this PUD except as modified below:

- 8.1** The minimum depth of the front yard shall be twenty (20) feet, measured from the front property line.

- 8.2 The proposed public streets will all have the Midwest City standard curb section. Private streets within the gated section shall be allowed to have a non-standard 6-inch mountable curb.
- 8.3 Sections of this addition can be gated with public access for emergency vehicles.
- 8.4 Permitted Temporary Use: Temporary buildings shall be allowed as a permitted temporary use for a sales office. Said use shall be permitted in a Model home garage. Said space will be converted back to a garage before occupied as a residence by homeowner.

9.0 GENERAL REGULATIONS:

- 9.1 The subject PUD shall be developed in phases in accordance with the Midwest City Subdivision Regulations. See Exhibit 'C' for the anticipated sequence of development.
- 9.2 Platted private streets shall be utilized for access to individual lots. The maintenance of these shall be the responsibility of the Property Owners Association through the use of recorded Covenants and Restrictions. Covenants and Restrictions shall be filed separately.
- 9.3 Exterior Construction Requirements and Standards (Ordinance No. 3348)
 - (a) Masonry Requirement for residential uses shall be as follows:
 - 1. All single- and two-family homes shall have one hundred (100) percent masonry materials on the sides of ground floors (facades) facing a public street.
 - a. Exceptions: Masonry requirements do not apply above the plate line or trim work, such as gables and soffits. The masonry coverage calculation does not include doors, windows, box-outs, eaves, or bay windows that do not extend to the foundation. Cedar siding allowed below plate line.
 - 2. All single, two family, and multi family developments shall consist of eighty-five (85) percent masonry materials.
 - 3. Prohibited: Concrete masonry units, concrete panel construction, vinyl siding, wood, engineered or manufactured wood, medium density fiberboard, particle board or Masonite shall be prohibited in the construction of residential units.
 - 4. Approved materials for residential construction include: brick, rock, stone, stucco, cementitious fiberboard and other materials as approved by staff.

10.0 EXHIBITS:

The following exhibits are attached hereto and shall be made an integral part of this Planned Unit Development.

- A. Legal Description
- B. Master Development Plan
- C. Development Sequence
- D. Sidewalk & Walking Trail Plan
- E. Typical Median Landscaping
- F. Amenities Detail
- G. Median Removal and Replacement
- H. Typical Pavement with Channel Cross Section
- I. Lots w/ Drainage Way Conceptual Plan
- J. Proposed Renderings

EXHIBIT "A"
LEGAL DESCRIPTION

A part of the SW ¼ of Section 10, T11N, R1W, I.M., Oklahoma County, Oklahoma and more particularly described as follows, to-wit:

COMMENCING at the SW corner of said SW ¼; thence
N 00°04'20" W along the West line thereof a distance of 212.20 feet to the POINT OF BEGINNING;
N 00° 04' 20" W a distance of 1177.51 feet; thence
N 89° 59' 00" E a distance of 217.47 feet to a point on a non-tangent curve to the left; thence
123.97 feet along the arc of said curve having a radius of 275.00 feet, subtended by a chord of 122.92 feet which bears S 12° 50' 31" W, to a point of tangency; thence
S 00° 04' 20" E a distance of 15.16 feet; thence
N 89° 55' 40" E a distance of 202.77 feet; thence
S 11° 12' 36" W a distance of 156.44 feet; thence
S 48° 23' 54" E a distance of 301.78 feet; thence
N 41° 36' 06" E a distance of 68.96 feet; thence
N 01° 25' 42" E a distance of 127.73 feet; thence
N 51° 47' 43" E a distance of 178.04 feet; thence
S 37° 07' 33" E a distance of 8.97 feet; thence
N 51° 47' 43" E a distance of 214.39 feet; thence
S 61° 25' 28" E a distance of 64.91 feet to a point of curvature to the left; thence
148.24 feet along the arc of said curve having a radius of 863.31 feet, subtended by a chord of 148.06 feet which bears S 66° 20' 37" E, to a point; thence
S 28° 20' 14" E a distance of 36.11 feet; thence
S 74° 34' 54" E a distance of 50.00 feet; thence
N 59° 10' 26" E a distance of 36.11 feet to a point on a non-tangent curve to the left; thence
137.43 feet along the arc of said curve having a radius of 863.31 feet, subtended by a chord of 137.29 feet which bears S 82° 27' 39" E, to a point of tangency; thence
S 87° 01' 17" E a distance of 185.78 feet to a point of curvature to the right; thence
515.29 feet along the arc of said curve having a radius of 438.73 feet, subtended by a chord of 486.18 feet which bears S 53° 22' 28" E, to a point of tangency; thence
S 19° 43' 38" E a distance of 120.04 feet to a point of curvature to the left; thence
267.68 feet along the arc of said curve having a radius of 512.16 feet, subtended by a chord of 264.65 feet which bears S 34° 42' 02" E, to a point of compound curvature; thence
149.99 feet along the arc of said curve having a radius of 736.62 feet, subtended by a chord of 149.73 feet which bears S 55° 30' 24" E, to a point; thence
S 61° 21' 21" E a distance of 174.22 feet to a point of curvature to the right; thence
124.43 feet along the arc of said curve having a radius of 116.20 feet, subtended by a chord of 118.57 feet which bears S 30° 40' 40" E, to a point; thence
S 45° 01' 09" W a distance of 35.34 feet; thence
N 89° 57' 43" W a distance of 83.81 feet to a point of curvature to the right; thence
40.14 feet along the arc of said curve having a radius of 75.00 feet, subtended by a chord of 39.67 feet which bears N 74° 37' 42" W, to a point of tangency; thence
N 59° 17' 41" W a distance of 13.32 feet; thence
S 30° 42' 19" W a distance of 200.81 feet; thence
N 58° 08' 58" W a distance of 182.19 feet to a point of curvature to the left; thence

185.44 feet along the arc of said curve having a radius of 1585.28 feet, subtended by a chord of 185.33 feet which bears N 61° 30' 02" W, to a point; thence
N 25° 00' 37" E a distance of 50.00 feet to a point on a non-tangent curve to the left; thence
439.10 feet along the arc of said curve having a radius of 1572.74 feet, subtended by a chord of 437.68 feet which bears N 72° 59' 17" W, to a point; thence
S 09° 00' 49" W a distance of 50.00 feet to a point on a non-tangent curve to the left; thence
648.76 feet along the arc of said curve having a radius of 1522.74 feet, subtended by a chord of 643.87 feet which bears S 86° 48' 30" W, to a point of tangency; thence
S 74° 36' 10" W a distance of 501.64 feet to a point on a non-tangent curve to the right; thence
196.73 feet along the arc of said curve having a radius of 1763.08 feet, subtended by a chord of 196.62 feet which bears S 77° 38' 18" W, to a point; thence
N 09° 21' 00" W a distance of 35.00 feet to a point on a non-tangent curve to the right; thence
171.28 feet along the arc of said curve having a radius of 1878.48 feet, subtended by a chord of 171.22 feet which bears S 83° 19' 21" W to the POINT OF BEGINNING.

Said tract contains 1,788,521 Sq Ft or 41.059 Acres, more or less.

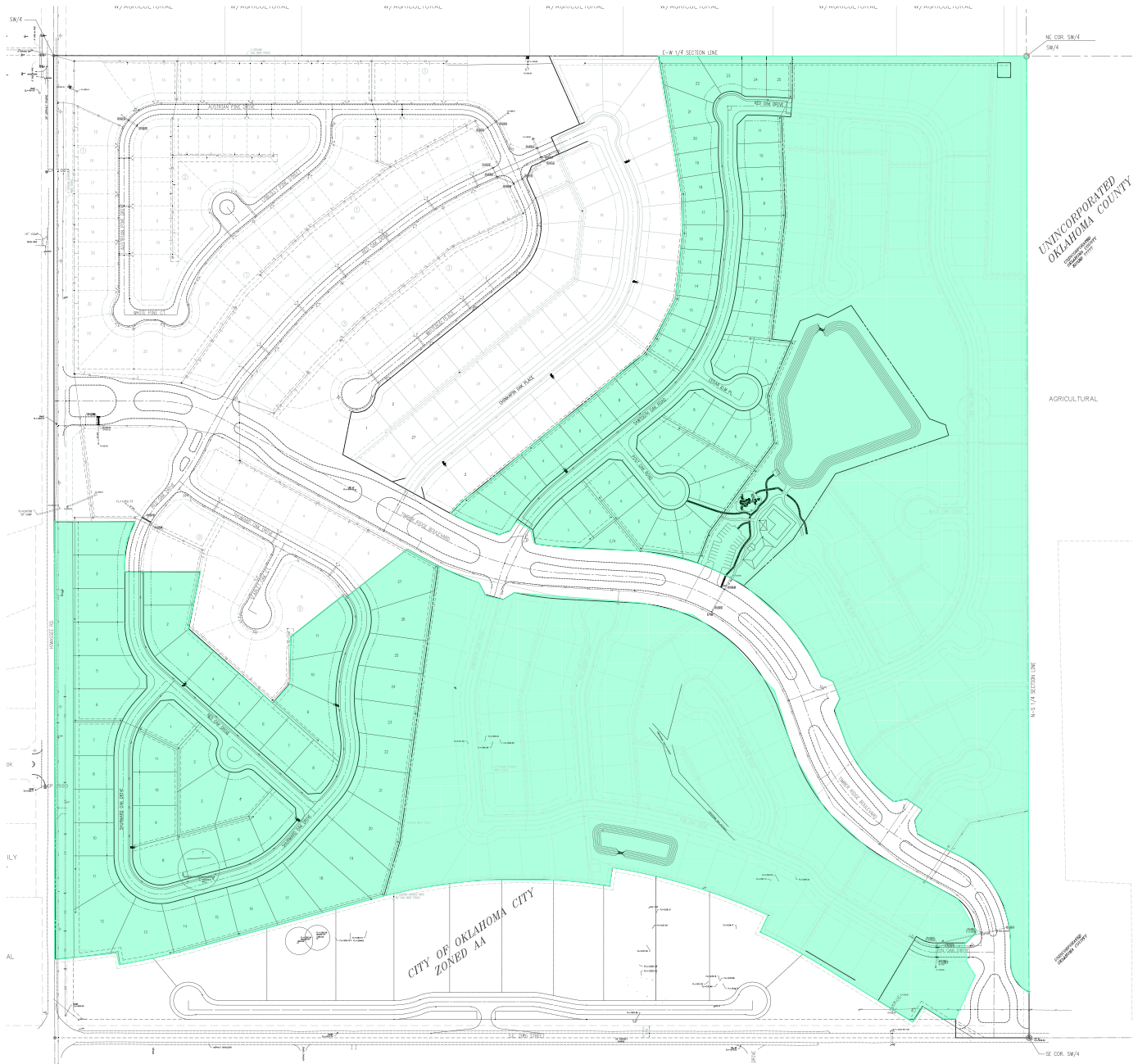
TOGETHER WITH

A part of the SW ¼ of Section 10, T11N, R1W, I.M., Oklahoma County, Oklahoma and more particularly described as follows, to-wit:

COMMENCING at the SE corner of said SW ¼; thence
N 00°09'05" W along the East line thereof a distance of 123.00 feet to a point on a curve to the right, same being the POINT OF BEGINNING;
97.00 feet along the arc of said curve having a radius of 85.00 feet, subtended by a chord of 91.82 feet which bears N 32° 39' 09" W, to a point of tangency; thence
N 00° 02' 17" E a distance of 49.21 feet to a point of curvature to the left; thence
180.96 feet along the arc of said curve having a radius of 295.00 feet, subtended by a chord of 178.13 feet which bears N 17° 32' 06" W, to a point of compound curvature; thence
108.65 feet along the arc of said curve having a radius of 215.00 feet, subtended by a chord of 107.50 feet which bears N 49° 35' 08" W, to a point of tangency; thence
N 64° 03' 47" W a distance of 52.10 feet to a point of curvature to the right; thence
78.01 feet along the arc of said curve having a radius of 865.80 feet, subtended by a chord of 77.98 feet which bears N 61° 28' 55" W, to a point; thence
N 12° 11' 45" W a distance of 36.39 feet; thence
N 34° 30' 31" E a distance of 35.94 feet; thence
N 55° 29' 29" W a distance of 50.00 feet; thence
S 79° 45' 06" W a distance of 36.74 feet to a point on a non-tangent curve to the right; thence
34.50 feet along the arc of said curve having a radius of 828.55 feet, subtended by a chord of 34.50 feet which bears N 50° 45' 34" W, to a point of compound curvature; thence
193.82 feet along the arc of said curve having a radius of 372.16 feet, subtended by a chord of 191.63 feet which bears N 34° 38' 49" W, to a point of tangency; thence
N 19° 43' 38" W a distance of 70.04 feet; thence
N 25° 16' 22" E a distance of 35.36 feet; thence
N 22° 06' 09" W a distance of 50.04 feet; thence
N 67° 06' 09" W a distance of 33.86 feet to a point on a non-tangent curve to the left; thence

631.74 feet along the arc of said curve having a radius of 578.73 feet, subtended by a chord of 600.83 feet which bears N 55° 44' 59" W, to a point of tangency; thence
N 87° 01' 17" W a distance of 185.78 feet to a point of curvature to the right; thence
88.37 feet along the arc of said curve having a radius of 723.31 feet, subtended by a chord of 88.31 feet which bears N 83° 31' 18" W, to a point; thence
N 10° 30' 58" W a distance of 37.97 feet; thence
N 55° 10' 57" W a distance of 50.00 feet; thence
S 32° 48' 58" W a distance of 36.67 feet; thence
S 69° 21' 30" W a distance of 31.16 feet to a point on a non-tangent curve to the right; thence
134.75 feet along the arc of said curve having a radius of 711.40 feet, subtended by a chord of 134.55 feet which bears N 66° 45' 40" W, to a point; thence
N 61° 25' 28" W a distance of 8.06 feet; thence
N 43° 48' 28" E a distance of 44.34 feet; thence
N 50° 54' 35" E a distance of 632.81 feet; thence
N 35° 27' 04" E a distance of 50.62 feet; thence
N 26° 27' 38" E a distance of 119.87 feet; thence
N 06° 17' 48" E a distance of 176.65 feet; thence
N 01° 31' 50" W a distance of 104.86 feet; thence
N 09° 21' 27" W a distance of 179.82 feet; thence
S 89° 57' 43" E a distance of 2.63 feet to a point of curvature to the left; thence
7.46 feet along the arc of said curve having a radius of 72.00 feet, subtended by a chord of 7.45 feet which bears N 87° 04' 16" E, to a point; thence
N 09° 21' 27" W a distance of 15.03 feet to a point on a non-tangent curve to the left; thence
22.13 feet along the arc of said curve having a radius of 57.00 feet, subtended by a chord of 21.99 feet which bears N 73° 53' 40" E, to a point of reverse curvature; thence
15.70 feet along the arc of said curve having a radius of 33.00 feet, subtended by a chord of 15.56 feet which bears N 76° 24' 18" E, to a point of tangency; thence
S 89° 57' 43" E a distance of 13.70 feet; thence
N 00° 02' 17" E a distance of 170.00 feet; thence
S 89° 57' 43" E a distance of 900.60 feet; thence
S 00° 09' 09" E a distance of 2520.53 feet to the POINT OF BEGINNING.

Said tract contains 1,915,805 Sq Ft or 43.981 Acres, more or less.



CITY OF OKLAHOMA CITY
ZONED AA

UNINCORPORATED
OKLAHOMA COUNTY

AGRICULTURAL

E-W 1/4 SECTION LINE

N-S 1/4 SECTION LINE

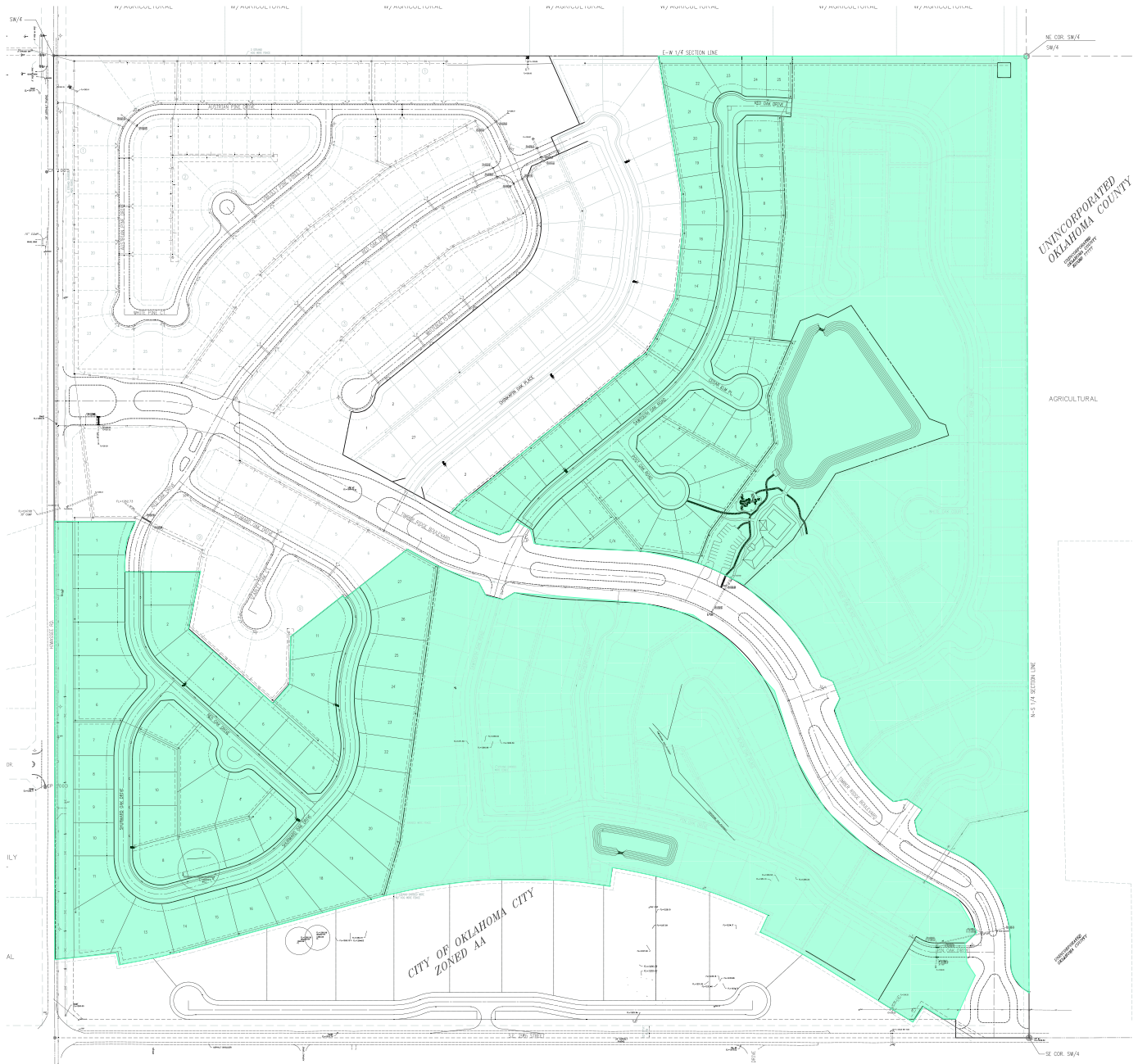


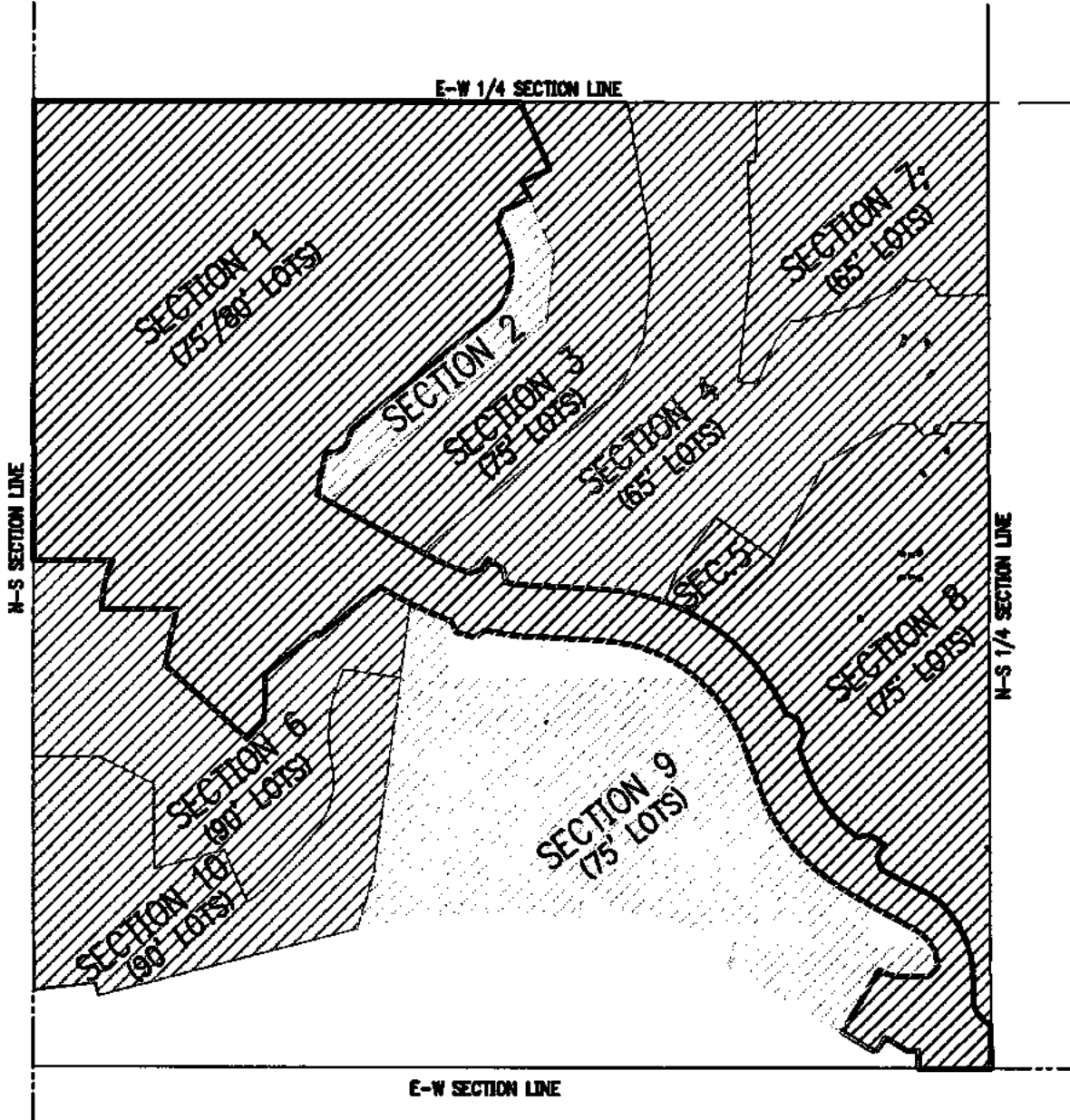
EXHIBIT 'C'

DEVELOPMENT SEQUENCE

FOR

TimberRidge Pointe

PART OF THE SW/4 OF SECTION 10, T-11-N, R-1-W, LM.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



LOT DIMENSION TABLE

SECTION	LOT SIZE
2	80' LOTS



Crafton Tull Sparks

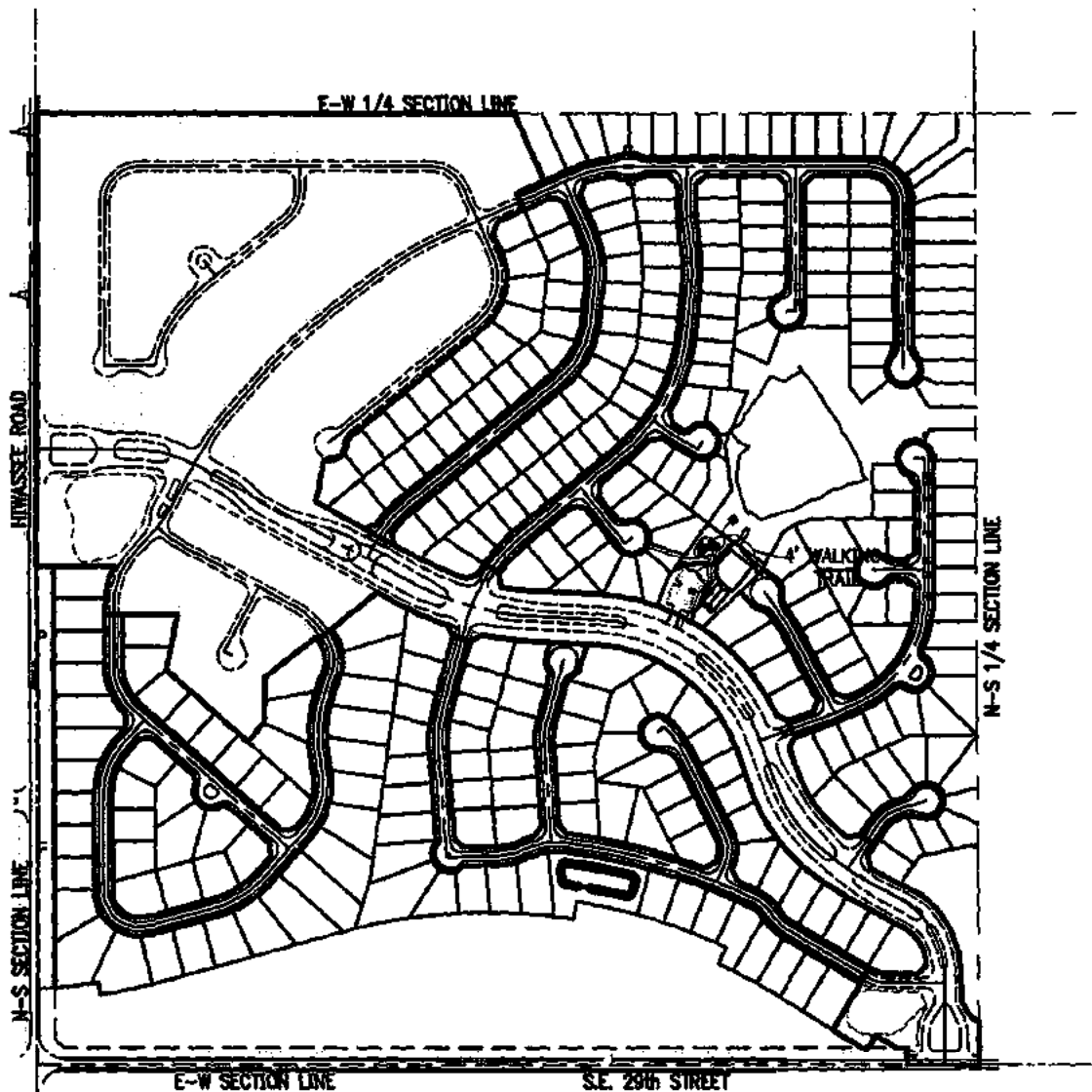
235 N. MacArthur, Suite 200
Oklahoma City, OK 73127
405.787.6270 FAX: 405.787.6276
www.craftontullsparks.com



architecture|engineering

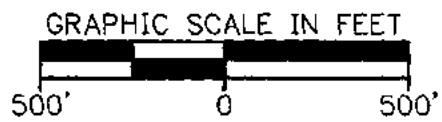
CA 973 (PE/LS) EXPIRES 6/30/2008

SECTION PLAN TimberRidge Pointe

EXHIBIT 'D'
SIDEWALK & WALKING TRAIL PLAN
 FOR
TimberRidge Pointe

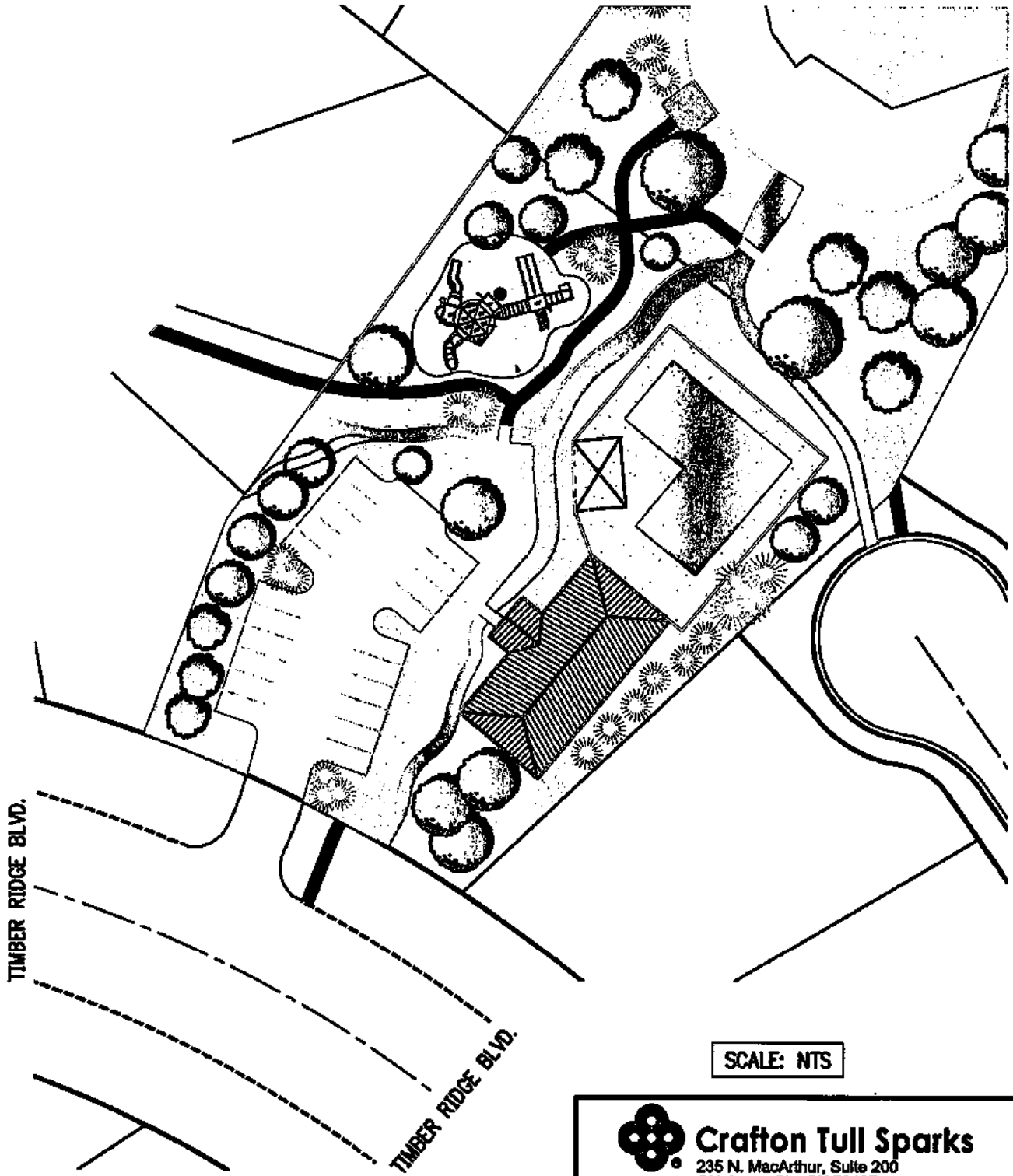


<u>LEGEND</u>	
	EXISTING SIDEWALK
	PROPOSED SIDEWALK



 **Crafton Tull Sparks**
 235 N. MacArthur, Suite 200
 Oklahoma City, OK 73127
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www.craftontullsparks.com
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 CA 973 (PE/LS) EXPIRES 6/30/2008

EXHIBIT 'F'
AMENITIES DETAIL
FOR
TimberRidge Pointe



SCALE: NTS



Crafton Tull Sparks

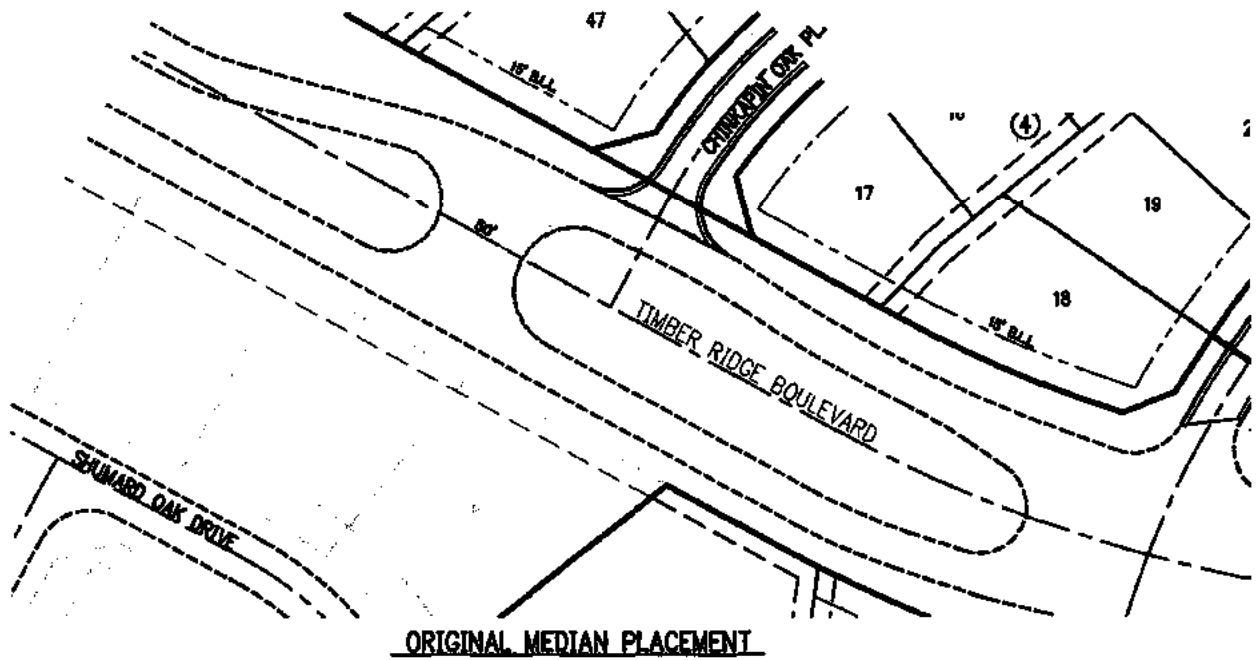
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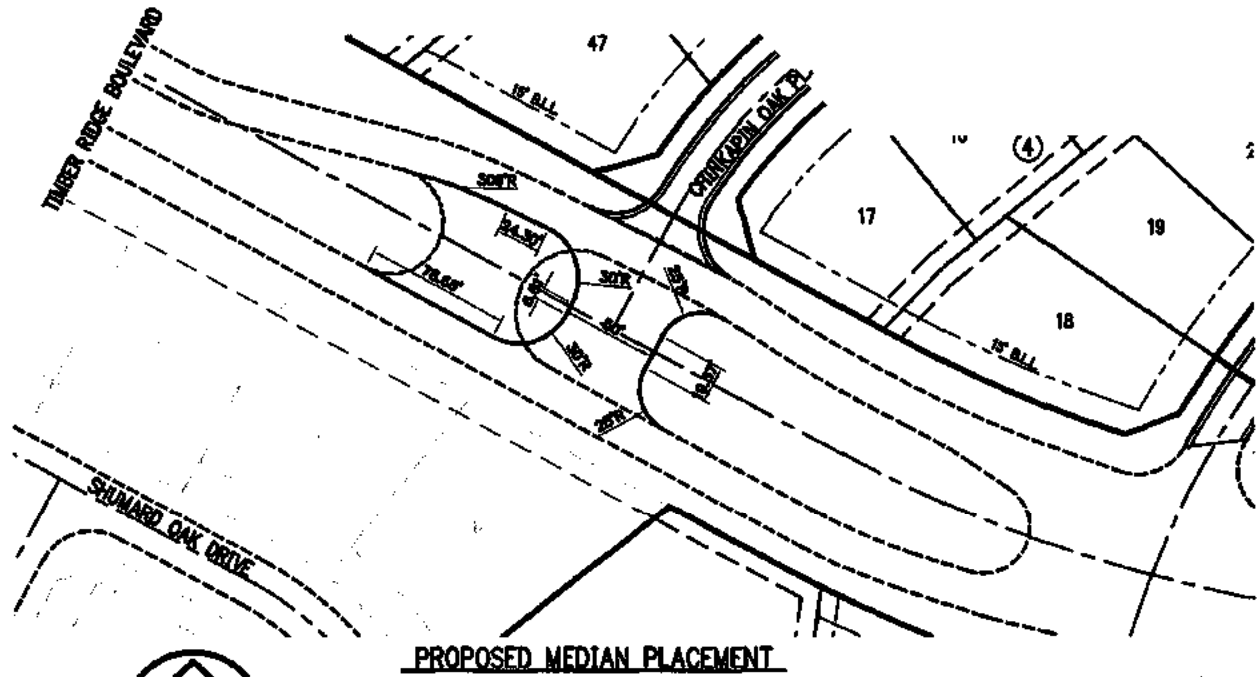
CA 973 (PE/LS) EXPIRES 6/30/2008

CLUBHOUSE PLAN TimberRidge Pointe

EXHIBIT 'G'
MEDIAN REMOVAL AND REPLACEMENT
 FOR
TimberRidge Pointe



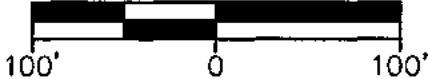
ORIGINAL MEDIAN PLACEMENT



PROPOSED MEDIAN PLACEMENT



GRAPHIC SCALE IN FEET



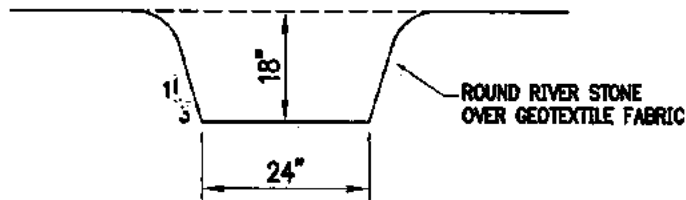
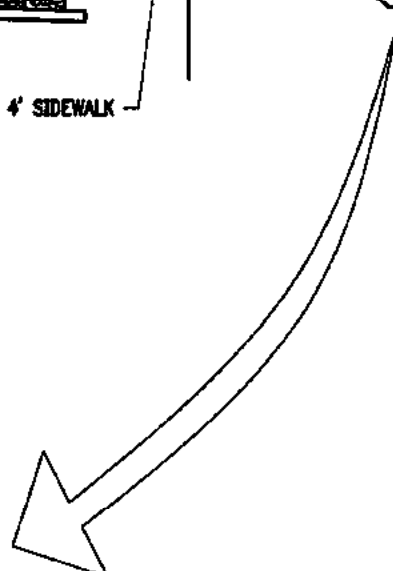
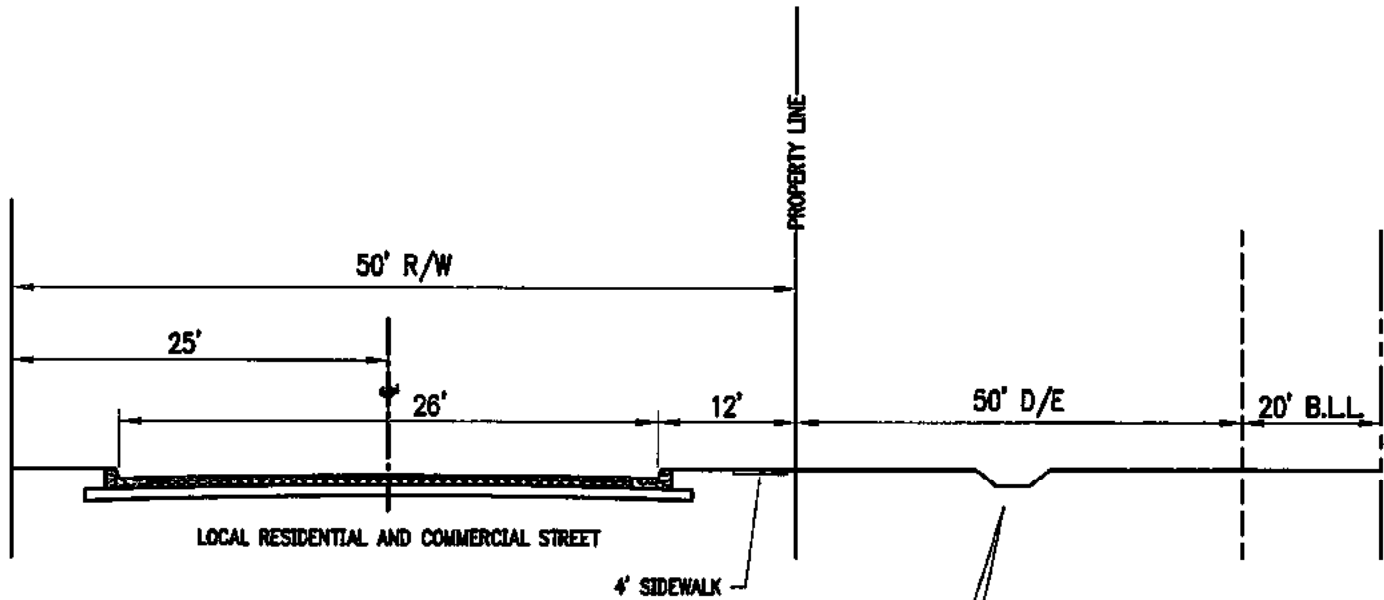
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CA 973 (PE/LS) EXPIRES 6/30/2008

EXHIBIT 'H'
 TYPICAL PAVEMENT WITH CHANNEL
 CROSS SECTION
 FOR
 TimberRidge Pointe



Crafton Tull Sparks

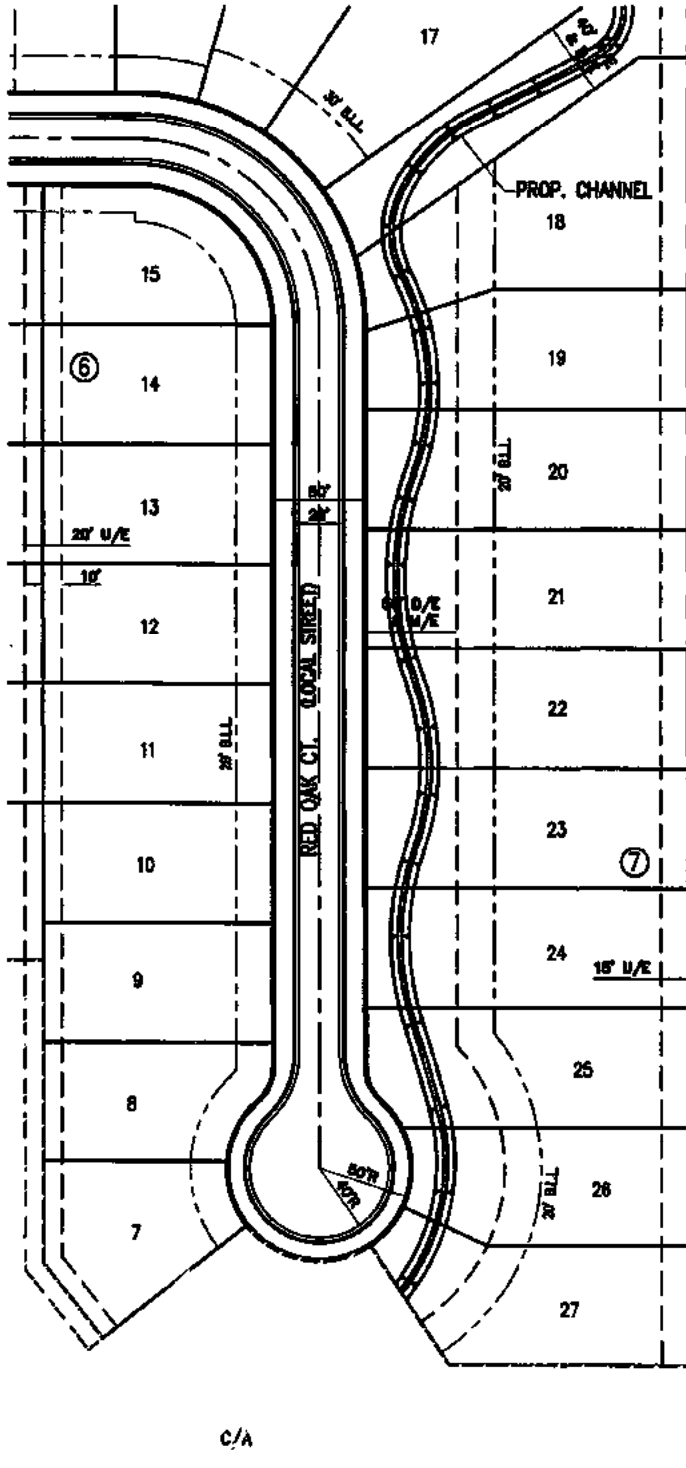
235 N. MacArthur, Suite 200
 Oklahoma City, OK 73127
 405.787.6270 FAX: 405.787.6276
www.craftontullsparks.com

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CA 973 (PE/LS) EXPIRES 6/30/2008

TYPICAL PAVEMENT WITH CHANNEL CROSS SECTION TimberRidge Pointe

EXHIBIT 'I'
 LOTS W/ DRAINAGE WAY
 CONCEPTUAL PLAN
 FOR
 TimberRidge Pointe



GRAPHIC SCALE IN FEET



Crafton Tull Sparks

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CA 973 (PE/LS) EXPIRES 6/30/2008

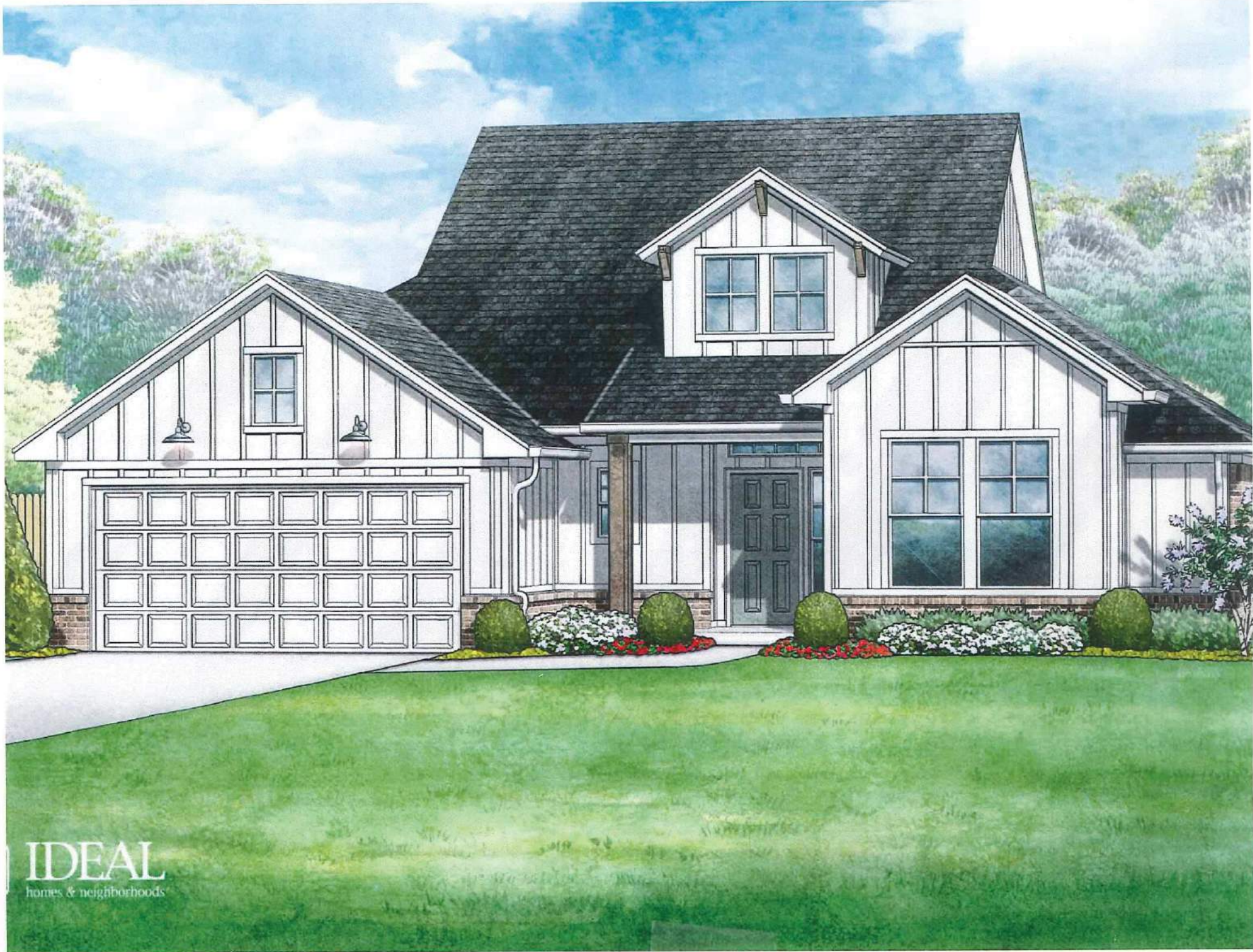


EXHIBIT E- TYPICAL MEDIAN LANDSCAPING
Timber Ridge Pointe Addition



Kincaid v3 A

EXHIBIT 'J'
Proposed Renderings for
TimberRidge Pointe



IDEAL
homes & neighborhoods



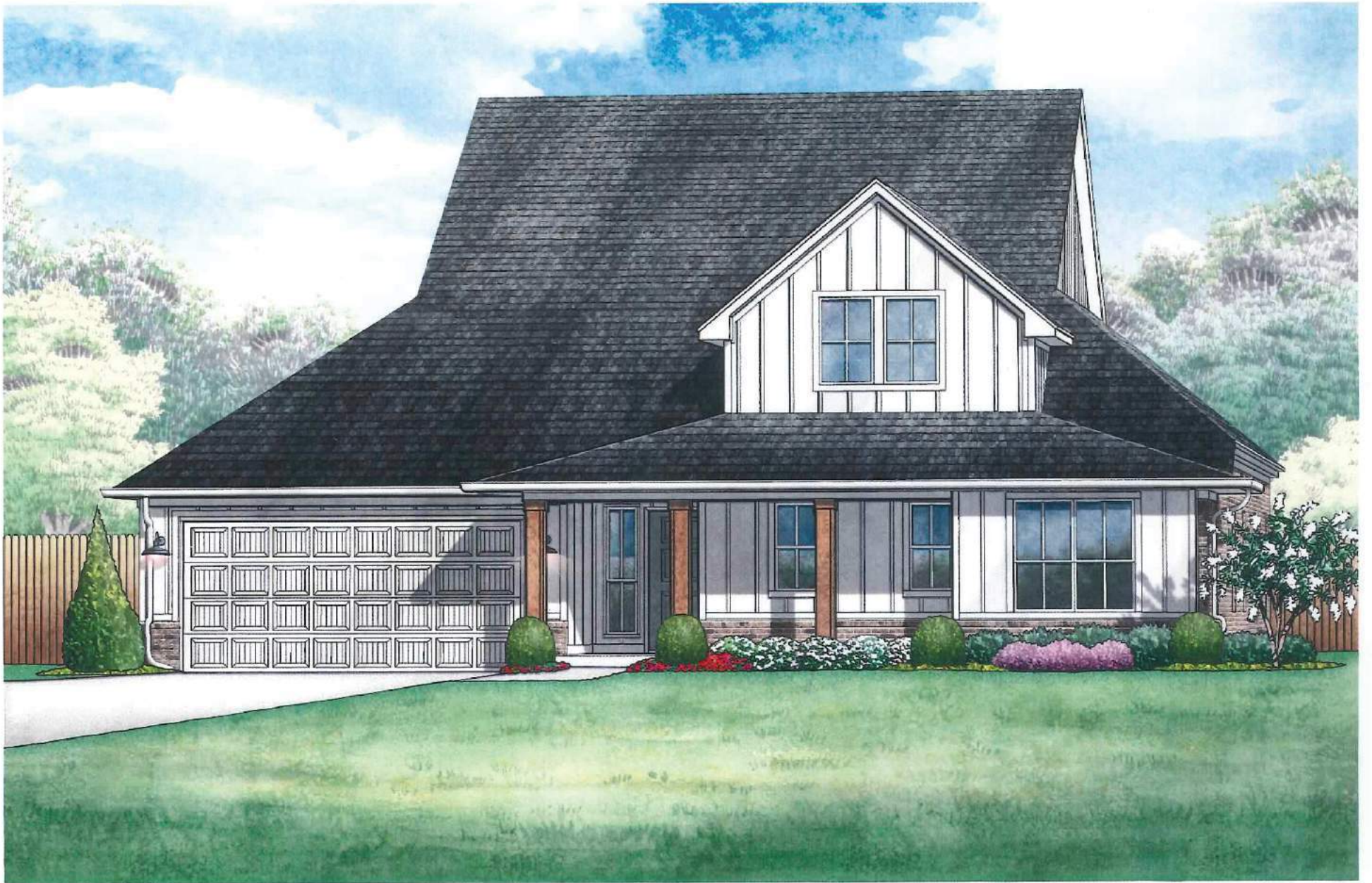
Montgomery v3 A



IDEAL
homes & neighborhoods



Oakland v4 A



Orwell B
(Winslow)



1 **PC-2009**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO AMENDED PUD, PLANNED UNIT DEVELOPMENT AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT**
5 **MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING**
6 **DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

8 **ORDINANCE**

9 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
10 to Amended PUD, Planned Unit Development, subject to the conditions contained in the PC-
11 2009 file, and that the official Zoning District Map shall be amended to reflect the reclassification
of the property's zoning district as specified in this ordinance:

12 A part of the SW ¼ of Section 10, T11N, R1W, I.M., Oklahoma County, Oklahoma and more particularly
described as follows, to-wit:

13 COMMENCING at the SW corner of said SW ¼; thence
14 N 00°04'20" W along the West line thereof a distance of 212.20 feet to the POINT OF BEGINNING;
15 N 00° 04' 20" W a distance of 1177.51 feet; thence
16 N 89° 59' 00" E a distance of 217.47 feet to a point on a non-tangent curve to the left; thence
123.97 feet along the arc of said curve having a radius of 275.00 feet, subtended by a chord of 122.92
17 feet which bears S 12° 50' 31" W, to a point of tangency; thence
18 S 00° 04' 20" E a distance of 15.16 feet; thence
19 N 89° 55' 40" E a distance of 202.77 feet; thence
20 S 11° 12' 36" W a distance of 156.44 feet; thence
21 S 48° 23' 54" E a distance of 301.78 feet; thence
22 N 41° 36' 06" E a distance of 68.96 feet; thence
23 N 01° 25' 42" E a distance of 127.73 feet; thence
24 N 51° 47' 43" E a distance of 178.04 feet; thence
25 S 37° 07' 33" E a distance of 8.97 feet; thence
26 N 51° 47' 43" E a distance of 214.39 feet; thence
27 S 61° 25' 28" E a distance of 64.91 feet to a point of curvature to the left; thence
148.24 feet along the arc of said curve having a radius of 863.31 feet, subtended by a chord of 148.06
28 feet which bears S 66° 20' 37" E, to a point; thence
29 S 28° 20' 14" E a distance of 36.11 feet; thence
30 S 74° 34' 54" E a distance of 50.00 feet; thence
31 N 59° 10' 26" E a distance of 36.11 feet to a point on a non-tangent curve to the left; thence
137.43 feet along the arc of said curve having a radius of 863.31 feet, subtended by a chord of 137.29
32 feet which bears S 82° 27' 39" E, to a point of tangency; thence
33 S 87° 01' 17" E a distance of 185.78 feet to a point of curvature to the right; thence
515.29 feet along the arc of said curve having a radius of 438.73 feet, subtended by a chord of 486.18
34 feet which bears S 53° 22' 28" E, to a point of tangency; thence
35 S 19° 43' 38" E a distance of 120.04 feet to a point of curvature to the left; thence
267.68 feet along the arc of said curve having a radius of 512.16 feet, subtended by a chord of 264.65
36 feet which bears S 34° 42' 02" E, to a point of compound curvature; thence
149.99 feet along the arc of said curve having a radius of 736.62 feet, subtended by a chord of 149.73
feet which bears S 55° 30' 24" E, to a point; thence
S 61° 21' 21" E a distance of 174.22 feet to a point of curvature to the right; thence
124.43 feet along the arc of said curve having a radius of 116.20 feet, subtended by a chord of 118.57
feet which bears S 30° 40' 40" E, to a point; thence
S 45° 01' 09" W a distance of 35.34 feet; thence
N 89° 57' 43" W a distance of 83.81 feet to a point of curvature to the right; thence
40.14 feet along the arc of said curve having a radius of 75.00 feet, subtended by a chord of 39.67 feet
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S 30° 42' 19" W a distance of 200.81 feet; thence
N 58° 08' 58" W a distance of 182.19 feet to a point of curvature to the left; thence

1 185.44 feet along the arc of said curve having a radius of 1585.28 feet, subtended by a chord of 185.33
2 feet which bears N 61° 30' 02" W, to a point; thence
3 N 25° 00' 37" E a distance of 50.00 feet to a point on a non-tangent curve to the left; thence
4 439.10 feet along the arc of said curve having a radius of 1572.74 feet, subtended by a chord of 437.68
5 feet which bears N 72° 59' 17" W, to a point; thence
6 S 09° 00' 49" W a distance of 50.00 feet to a point on a non-tangent curve to the left; thence
7 648.76 feet along the arc of said curve having a radius of 1522.74 feet, subtended by a chord of 643.87
8 feet which bears S 86° 48' 30" W, to a point of tangency; thence
9 S 74° 36' 10" W a distance of 501.64 feet to a point on a non-tangent curve to the right; thence
10 196.73 feet along the arc of said curve having a radius of 1763.08 feet, subtended by a chord of 196.62
11 feet which bears S 77° 38' 18" W, to a point; thence
12 N 09° 21' 00" W a distance of 35.00 feet to a point on a non-tangent curve to the right; thence
13 171.28 feet along the arc of said curve having a radius of 1878.48 feet, subtended by a chord of 171.22
14 feet which bears S 83° 19' 21" W to the POINT OF BEGINNING.
15 Said tract contains 1,788,521 Sq Ft or 41.059 Acres, more or less.
16 TOGETHER WITH
17 A part of the SW ¼ of Section 10, T11N, R1W, I.M., Oklahoma County, Oklahoma and more particularly
18 described as follows, to-wit:
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21 same being the POINT OF BEGINNING;
22 97.00 feet along the arc of said curve having a radius of 85.00 feet, subtended by a chord of 91.82 feet
23 which bears N 32° 39' 09" W, to a point of tangency; thence
24 N 00° 02' 17" E a distance of 49.21 feet to a point of curvature to the left; thence
25 180.96 feet along the arc of said curve having a radius of 295.00 feet, subtended by a chord of 178.13
26 feet which bears N 17° 32' 06" W, to a point of compound curvature; thence
27 108.65 feet along the arc of said curve having a radius of 215.00 feet, subtended by a chord of 107.50
28 feet which bears N 49° 35' 08" W, to a point of tangency; thence
29 N 64° 03' 47" W a distance of 52.10 feet to a point of curvature to the right; thence
30 78.01 feet along the arc of said curve having a radius of 865.80 feet, subtended by a chord of 77.98 feet
31 which bears N 61° 28' 55" W, to a point; thence
32 N 12° 11' 45" W a distance of 36.39 feet; thence
33 N 34° 30' 31" E a distance of 35.94 feet; thence
34 N 55° 29' 29" W a distance of 50.00 feet; thence
35 S 79° 45' 06" W a distance of 36.74 feet to a point on a non-tangent curve to the right; thence
36 34.50 feet along the arc of said curve having a radius of 828.55 feet, subtended by a chord of 34.50 feet
which bears N 50° 45' 34" W, to a point of compound curvature; thence
193.82 feet along the arc of said curve having a radius of 372.16 feet, subtended by a chord of 191.63
feet which bears N 34° 38' 49" W, to a point of tangency; thence
N 19° 43' 38" W a distance of 70.04 feet; thence
N 25° 16' 22" E a distance of 35.36 feet; thence
N 22° 06' 09" W a distance of 50.04 feet; thence
N 67° 06' 09" W a distance of 33.86 feet to a point on a non-tangent curve to the left; thence
631.74 feet along the arc of said curve having a radius of 578.73 feet, subtended by a chord of 600.83
feet which bears N 55° 44' 59" W, to a point of tangency; thence
N 87° 01' 17" W a distance of 185.78 feet to a point of curvature to the right; thence
88.37 feet along the arc of said curve having a radius of 723.31 feet, subtended by a chord of 88.31 feet
which bears N 83° 31' 18" W, to a point; thence
N 10° 30' 58" W a distance of 37.97 feet; thence
N 55° 10' 57" W a distance of 50.00 feet; thence
S 32° 48' 58" W a distance of 36.67 feet; thence
S 69° 21' 30" W a distance of 31.16 feet to a point on a non-tangent curve to the right; thence
134.75 feet along the arc of said curve having a radius of 711.40 feet, subtended by a chord of 134.55
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N 61° 25' 28" W a distance of 8.06 feet; thence
N 43° 48' 28" E a distance of 44.34 feet; thence
N 50° 54' 35" E a distance of 632.81 feet; thence
N 35° 27' 04" E a distance of 50.62 feet; thence
N 26° 27' 38" E a distance of 119.87 feet; thence
N 06° 17' 48" E a distance of 176.65 feet; thence
N 01° 31' 50" W a distance of 104.86 feet; thence
N 09° 21' 27" W a distance of 179.82 feet; thence
S 89° 57' 43" E a distance of 2.63 feet to a point of curvature to the left; thence

1 7.46 feet along the arc of said curve having a radius of 72.00 feet, subtended by a chord of 7.45 feet
2 which bears N 87° 04' 16" E, to a point; thence
3 N 09° 21' 27" W a distance of 15.03 feet to a point on a non-tangent curve to the left; thence
4 22.13 feet along the arc of said curve having a radius of 57.00 feet, subtended by a chord of 21.99 feet
5 which bears N 73° 53' 40" E, to a point of reverse curvature; thence
6 15.70 feet along the arc of said curve having a radius of 33.00 feet, subtended by a chord of 15.56 feet
7 which bears N 76° 24' 18" E, to a point of tangency; thence
8 S 89° 57' 43" E a distance of 13.70 feet; thence
9 N 00° 02' 17" E a distance of 170.00 feet; thence
10 S 89° 57' 43" E a distance of 900.60 feet; thence
11 S 00° 09' 09" E a distance of 2520.53 feet to the POINT OF BEGINNING.
12 Said tract contains 1,915,805 Sq Ft or 43.981 Acres, more or less.

13 SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are here-
14 by repealed.

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

18 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
19 on the _____ day of _____, 2019.

20 THE CITY OF MIDWEST CITY, OKLA-
21 HOMA

22 _____
23 MATTHEW D. DUKES II, Mayor

24 ATTEST:

25 _____
26 SARA HANCOCK, City Clerk

27 APPROVED as to form and legality this _____ day of _____, 2019.

28 _____
29 Heather Poole, City Attorney

30
31
32
33
34
35
36



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 10, 2019

Subject: (PC – 2010) Discussion and consideration of approval of the Replat of Lot 5 of Block 5 of the Pointon City Addition described as a part of the NW/4 of Section 6, T11N, R1W, addressed as 608 Roselawn Ave.

Executive Summary: This item is a request to approve a replat of Lot 5 of Block 5 of the Pointon City Addition. This would subdivide a single parcel into two (2) individual parcels. Waivers to half-street improvements and sidewalks are requested. Staff had the pre-application meeting with the applicant before Council suggested discussion of an impact fee or fee in lieu of these improvements or requiring the improvements regardless of whether or not there is an improved street and/or sidewalk to connect to. As this application meets the requirements of the Subdivision Regulations, staff recommends approval of the replat.



Dates of Hearing: Planning Commission – August 6, 2019
City Council – September 10, 2019

Council Ward: Ward 6, Jeff Moore

Owner/Applicant: Paul Pieper, Paul Bradley Homes LLC

Size: The area of request has a frontage along Roselawn Avenue of approximately 100 feet and a depth of approximately 150 feet, containing an area of approximately .34 acres, more or less.

Land Use:

Area of Request – vacant

North, South, East, and West – Single-family residences

Municipal Code Citation:

2012 Subdivision Regulations

38-21.1. Purpose & Applicability

A Replat of all or a portion of a recorded Plat may be approved without vacation of the recorded Plat, if the Replat meets the following criteria:

The Replat is signed and acknowledged by the owners of the property being replatted; and

The Replat does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

History:

1. This area was platted in January of 1949.
2. The Planning Commission recommended approval of this item August 6, 2019.

Engineer's Comments:

Water Supply and Distribution

A six (6) inch public water main is located on the west side of Roselawn Avenue in the street right-of-way extending along the west side of the area of request. Public water mains extend across the full frontage of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewer Collection and Disposal

An eight (8) inch public sewer main is located on the east side of Roselawn Avenue in the street right-of-way extending along the west side of the area of request. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

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

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

Roselawn Avenue does not have current code requirements for street and sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the street and sidewalk improvements as there is no curbing nor sidewalk on Roselawn Avenue or in the adjacent area.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is undeveloped. It slopes from the east to the west draining onto Roselawn Avenue. Roselawn Avenue drains down St. Patrick Avenue to the underground drainage system constructed along Post Road. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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

Fire Marshal's Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the 2015 International Fire Code.

Staff Comments:

The Replat of Lot 5 of Block 5 of Pointon City Addition will create one additional lot and allow the developer of the property to build two single-family structures.

As noted earlier in this report, under the 2012 Subdivision Regulations existing plats may be reconfigured and new lots may be created utilizing the replatting process. This proposed replat is designed to reconfigure existing lots.

The new structures and lots will be required to meet the requirements of the R-6 zoning district as identified in the Zoning Ordinance. The R-6 district requires a minimum lot size of 6,000 square feet, minimum lot width of 50', 7' side setback, and 20' rear setback. The structures must comply with the following regulations: 35' maximum building height, 40% maximum building coverage, and 85% masonry materials (100% facing the street). Proposed lots 5A and 5B will have access from Roselawn Avenue.

As this replat meets the subdivision regulations, staff recommends approval of the replat of Lot 5 of Block 5 of Pointon City Addition, subject to these comments.

Action Required: Approve or reject the replat of Lot 5 of Block 5 of Pointon City Addition, subject to the staff comments as found in the September 10, 2019 agenda packet and made a part of PC-2010 file.



Billy Harless, AICP
Community Development Director
LG

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : July 10th, 2019

Subject : Engineering staff comments for pc-2010 re-plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2010:

Water Supply and Distribution

A six (6) inch public water main is located on the west side of Roselawn Avenue in the street right-of-way extending along the west side of the area of request. Public water mains extend across the full frontage of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Refer to the Fire Department memo for additional comments related to water lines and fire protection.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the east side of Roselawn Avenue in the street right-of-way extending along the west side of the area of request. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

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

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

Roselawn Avenue does not have current code requirements for street and sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the street and sidewalk improvements as there is no curbing nor sidewalk on Roselawn Avenue or in the adjacent area.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is undeveloped. It slopes from the east to the west draining onto Roselawn Avenue. Roselawn Avenue drains down St. Parrick Avenue to the underground drainage system constructed along Post Road. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

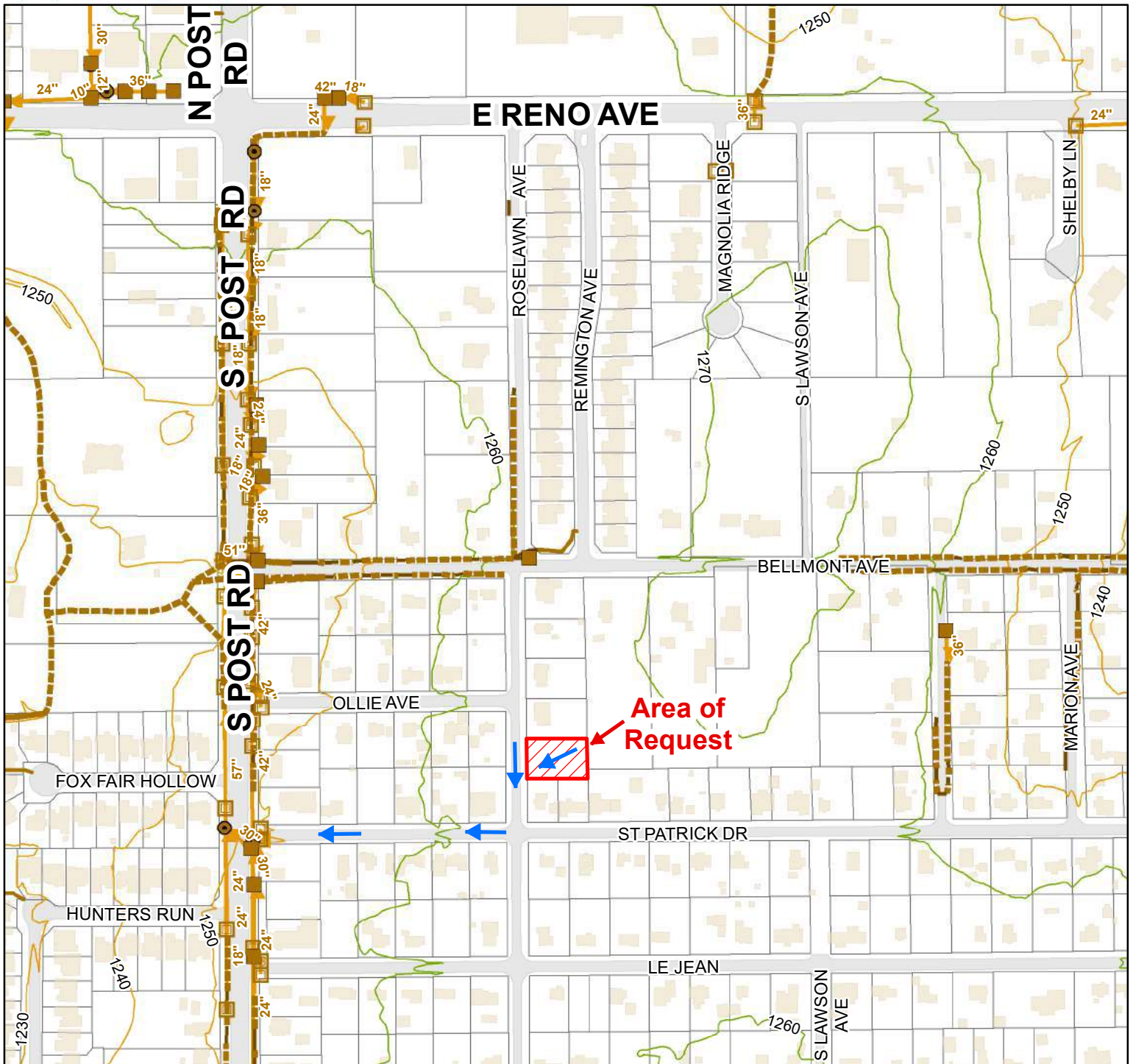
Fax 405.739.1384

Re: PC-2010

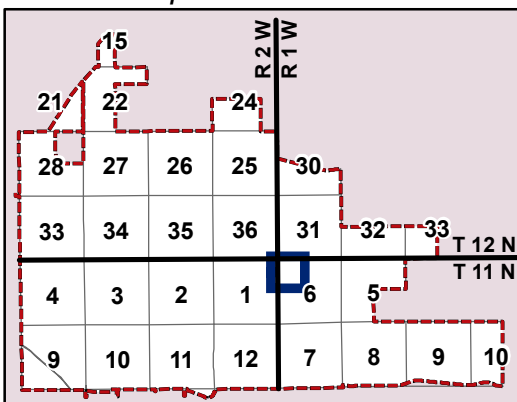
PC-2010 is a request to replat an existing single lot into two lots for single family residential development.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the 2015 International Fire Code.

Duane Helmberger
Fire Marshal
Midwest City Fire Department



Locator Map



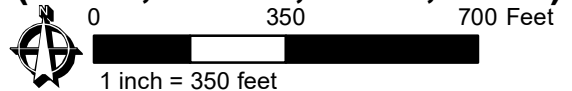
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

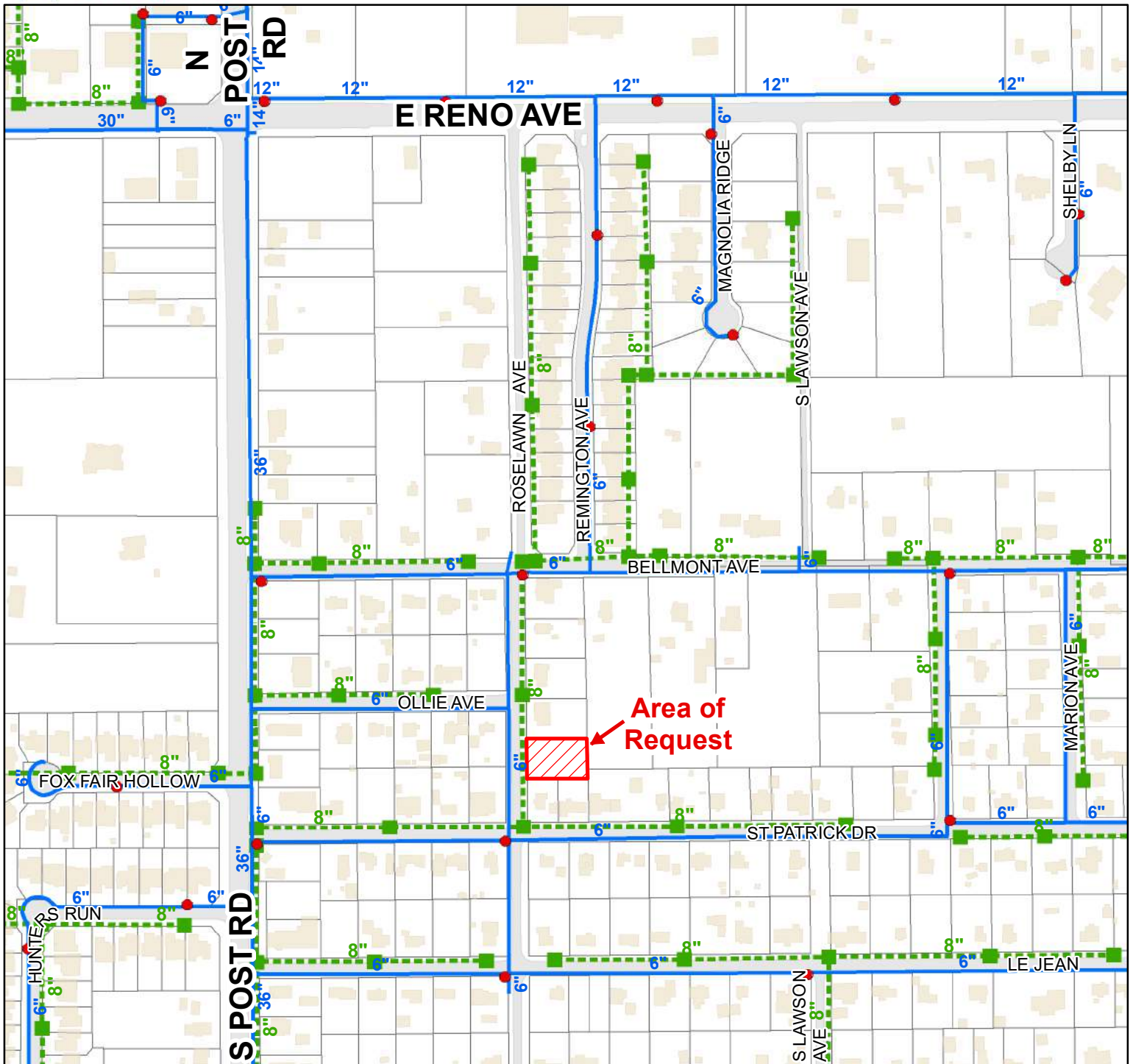
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-2010

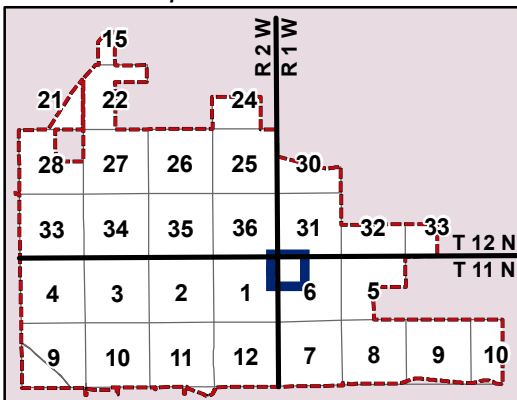
(NW/4, Sec. 6, T11N, R1W)



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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

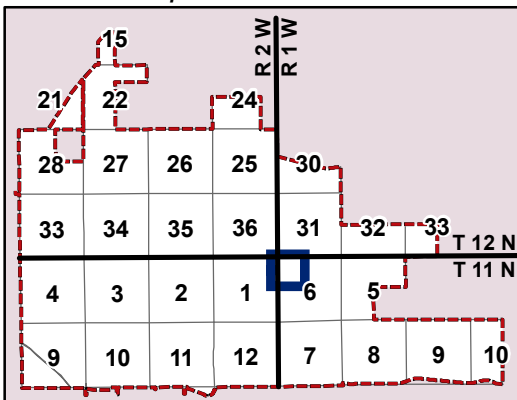
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2010
(NW/4, Sec. 6, T11N, R1W)**



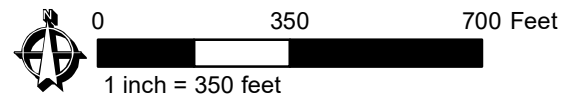
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Locator Map



**2019 NEARMAP AERIAL VIEW FOR
PC-2010
(NW/4, Sec. 6, T11N, R1W)**

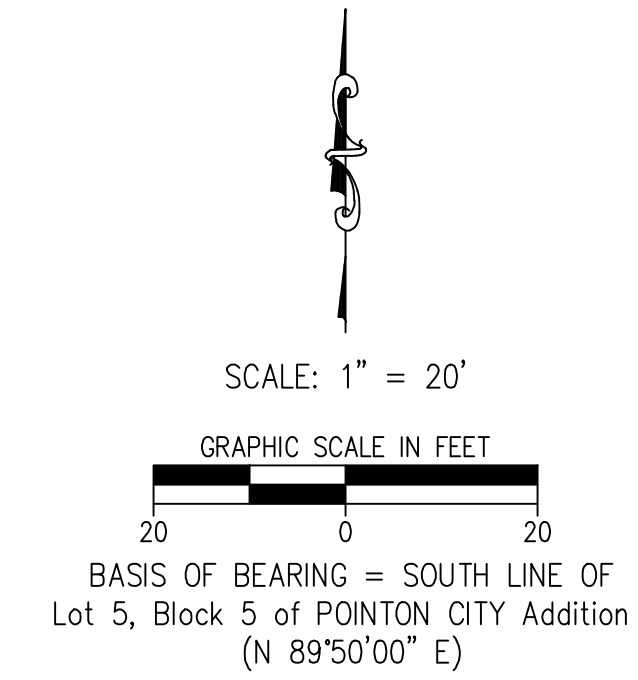
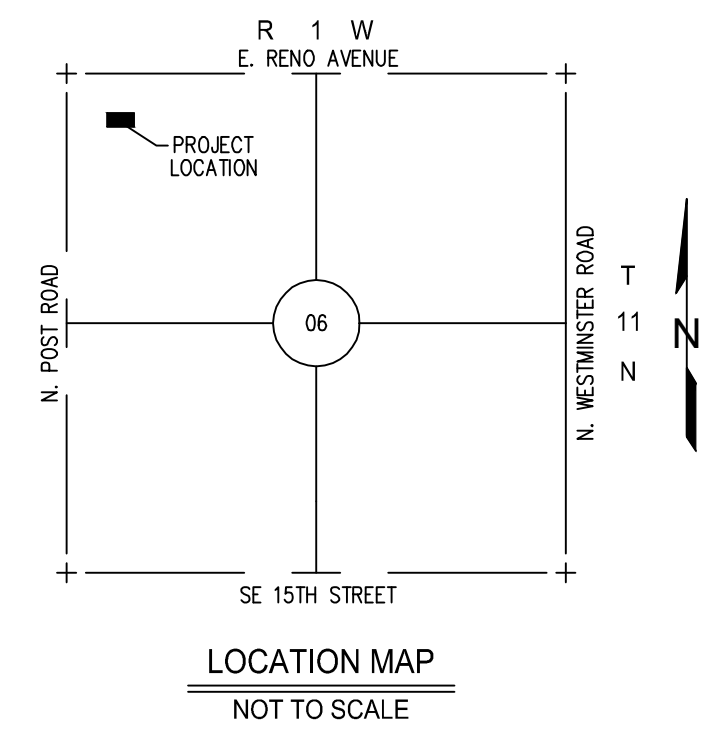


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POINTON CITY ADDITION

a replat of Lot 5, Block 5

POINTON CITY ADDITION to Midwest City, Oklahoma County, Oklahoma



OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That Paul Bradley Homes, hereby certifies that it is the owner of a portion of the land shown on the POINTON CITY ADDITION, a replat of Lot 5, Block 5, an addition to The City of Midwest City, Oklahoma County, Oklahoma. That it has caused the same to be surveyed and platted into lots, blocks, streets and easements, as shown on said annexed plat, which said annexed plat represents a correct survey of all property included, therein, under the name of POINTON CITY ADDITION, a replat of Lot 5, Block 5, an addition to the City of Midwest City, Oklahoma County, Oklahoma.

It further certifies that it is the owner of a portion of land included in the above mentioned plat, and it does, hereby, dedicate all streets and easements as shown on said annexed plat to the public for use as public streets, and drainage and utility easements for their heirs, executors, administrators, successors and assigns forever and shall cause the same to be released from all encumbrances so that title is clear.

In witness whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 20____.

MANAGER
Paul Pieper

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State on this _____ day of _____, 20____, personally appeared _____, to me known to be the identical person who subscribed, as _____, and duly acknowledged to me that he executed the same as the free and voluntary act and deed of himself and as the free and voluntary act and deed of said company.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LAND SURVEYOR'S CERTIFICATE

I, TROY DEE, do hereby certify that I am a REGISTERED PROFESSIONAL LAND SURVEYOR, and that the annexed plat represents a survey made under my direction, and that the monuments noted hereon actually exist and their positions are correctly shown on the _____ day of _____, 20____.

I further certify that said annexed plat complies with Requirements of Senate Bill 377, Section 518 as amended and that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors

TROY DEE, P.L.S. 1745

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared TROY DEE, to me known to be the identical person who executed the above instrument and acknowledged to me that she executed the same as her free and voluntary act and deed. Given under my hand and seal this _____ day of _____, 20____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LEGAL DESCRIPTION

Lot Five (5), in Block Five (5), of POINTON CITY ADDITION, to Oklahoma County, Oklahoma, according to the recorded plat there of.

Said tract contains 14,705 Square Feet or 0.3376 Acres, more or less.

BONDED ABSTRACTOR'S CERTIFICATE

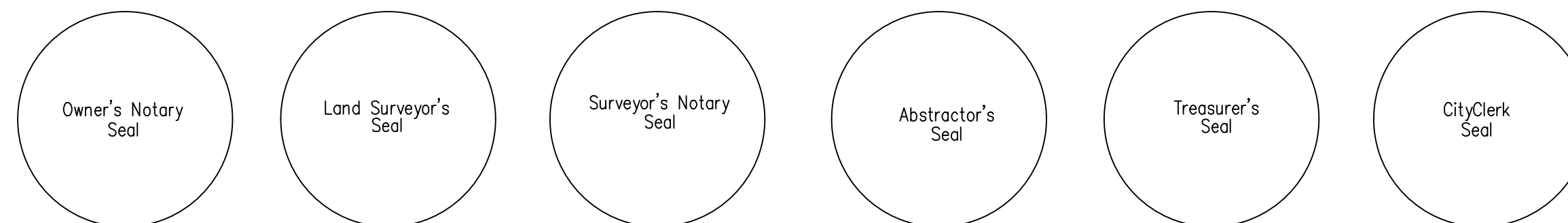
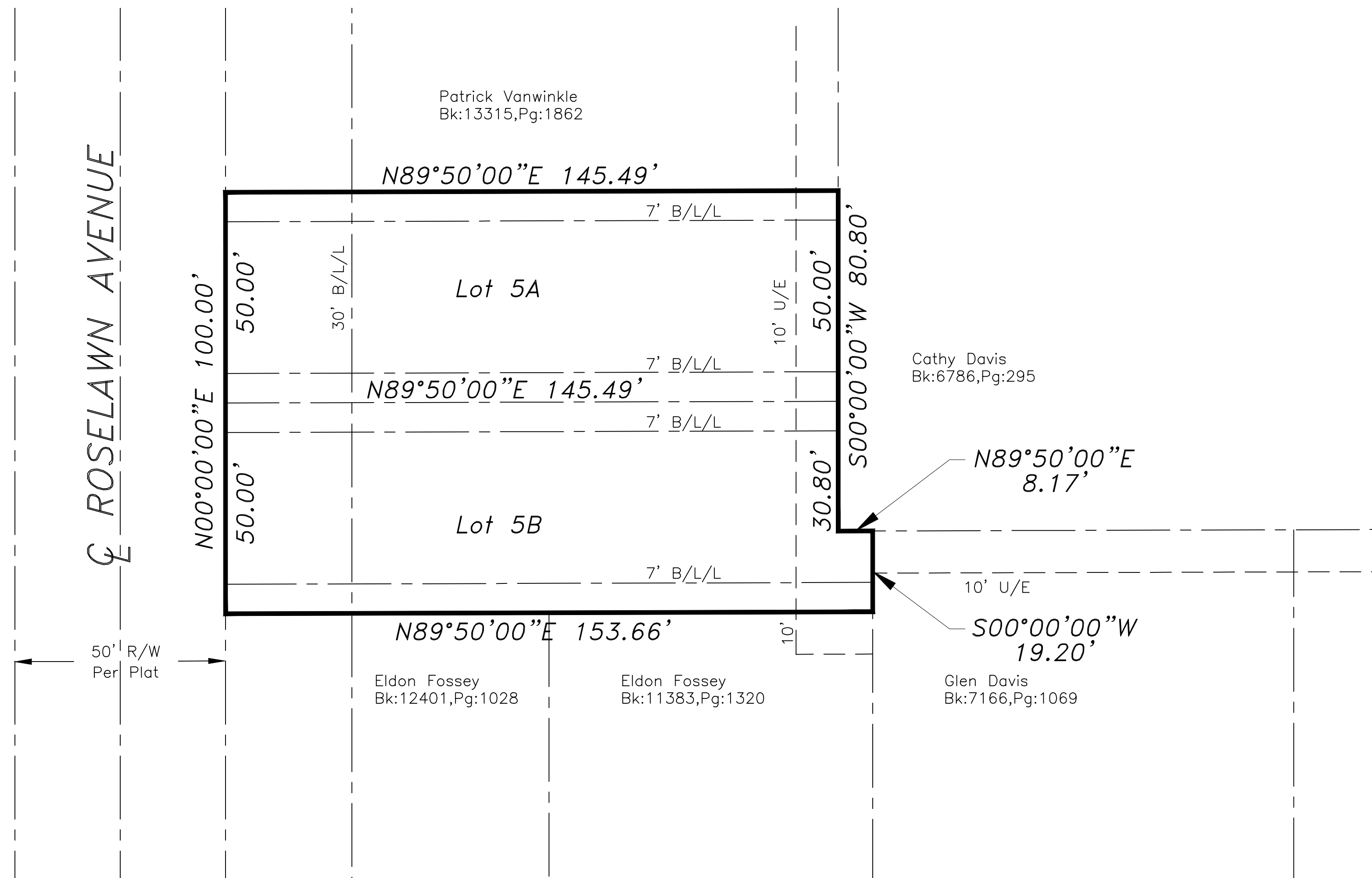
The undersigned, a duly qualified and lawfully bonded abstractor of titles, in and for Oklahoma County, State of Oklahoma, hereby certifies that the records of said county show that the title to the land on this annexed plat is vested as shown hereon, and that there are no actions pending or judgments of any nature in any court or on file with the Clerk of any court in said county and state against said land, or the owner thereof, and that the taxes are paid for the year 20____ and prior years, that there are no outstanding tax sales certificates against said land, and no tax deeds are issued to any person, that there are no liens, mortgages, or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted

In witness whereof said bonded abstractor has caused this instrument to be executed this _____ day of _____, 20____.

Abstract Company

Secretary

Title



ACCEPTANCE OF DEDICATION BY THE CITY COUNCIL

Be it resolved by the council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat are hereby accepted. Adopted by the Council of City of Midwest City, Oklahoma on this _____ day of _____, 20____.

ATTEST:

CITY CLERK

MAYOR

COUNTY TREASURER'S CERTIFICATE

I, _____ do hereby certify that I am the duly elected, qualified and acting County Treasurer of the City of Midwest City, State of Oklahoma, that the tax records of said county show all taxes are paid for the year 20____ and prior years on the land shown on the annexed plat.

In witness whereof, said county treasurer has caused this instrument to be executed at the City of Midwest City, Oklahoma, this _____ day of _____, 20____.

COUNTY TREASURER

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that I have examined the records of said city and find that all deferred payments or unamatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this _____ day of _____, 20____.

CITY CLERK

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it hereby resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat, an addition to the City of Midwest City, Oklahoma is hereby accepted.

Adopted by the Council of the City of Midwest City, Oklahoma this _____ day of _____, 20____.

Approved by the Council of the City of Midwest City, Oklahoma this _____ day of _____, 20____.

CITY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the City Planning Commission for the City of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat on this _____ day of _____, 20____.

CHAIRMAN

NOTES

1. THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

2. CENTERLINE OF RIGHT-OF-WAY MONUMENTS SHALL BE AS FOLLOWS:

MAGNETIC NAIL WITH WASHER STAMPED "GOLDEN CA7263"

3. PROPERTY CORNER MONUMENTS SHALL BE:

3/8" IRON ROD WITH A PLASTIC CAP STAMPED "GOLDEN CA7263"

AMMENDED PLAT

Golden Land Surveying

920 N.W. 139th St. Pkwy, Oklahoma City, Oklahoma 73013
C.A.# 7263 / Exp. Date = 6/30/2020
Telephone: (405) 802-7883 Job No:191297
troy@goldens.com



405-808-9264

Requesting Variance Waiver

Paul Bradley Homes, LLC. is requesting variance for the requirement to install curbs and sidewalks (1/2 Street improvements) due to non-existing on current street (Roselawn.).

Thank you for your consideration

Paul Pieper

Paul Bradley Homes, LLC.



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
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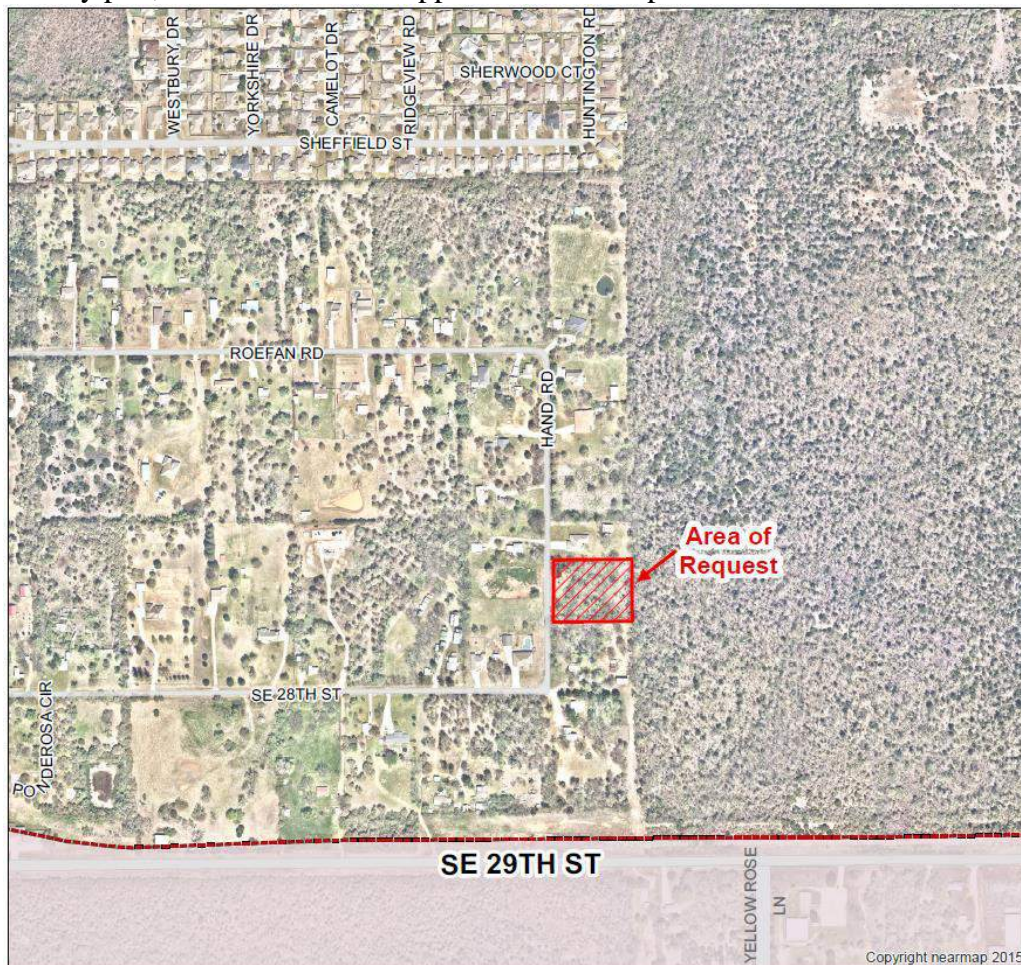
To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 10, 2019

Subject: (PC – 2011) Discussion and consideration of approval of the proposed final plat of the Pieper Addition described as a part of the SW/4 of Section 8, T11N, R1W.

Executive Summary: This item is a request to approve a final plat to subdivide a single parcel into two (2) individual parcels. The preliminary plat was approved in June 2019. Waivers for public improvements were approved with the preliminary plat. An HOA is not required as there are no amenities, private streets, detention ponds, thoroughfare screening, private parks or floodplain within the area of request. As this application meets the requirements of the Subdivision Regulations and is consistent with the approved preliminary plat, staff recommends approval of the Pieper Addition Final Plat.



Dates of Hearing: Planning Commission – August 6, 2019
City Council – September 10, 2019

Council Ward: Ward 6, Jeff Moore

Owner/Applicant: Paul Pieper, Paul Bradley Homes LLC

Surveyor: Golden Land Surveying

Proposed Use: Single family residences

Size:

The area of request has a frontage along Hand Rd. of approximately 241.2 ft. and a depth of approximately 303.85 ft., containing an area of approximately 1.69 acres.

Zoning Districts:

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

Land Use:

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

Municipal Code Citation:

38-19 *Final Plat*

38-18.1. *Purpose*

The purpose of a Final Plat is to ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

History:

1. This area has been zoned single-family residential since the adoption of the 1985 zoning code and has never been platted.
2. The Pieper Addition Preliminary Plat was approved in June 2019 (PC-2000).
3. The Planning Commission recommended approval of this item August 6, 2019.

Engineer's Comments:

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of or obtain a waiver to any required public improvements prior to the final plat application.

As required, the applicant has obtained a waiver from the city council for half street and sidewalk improvements.

Easements and Right-of-Way

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

Fire Marshal's Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the 2015 International Fire Code.

Staff Comments:

The purpose of this final plat is to split the existing 1.69 acre lot into two (2) individual lots for single-family residential development. Each lot will have frontage along Hand Rd.

During the preliminary plat review, waivers to the street and sidewalk improvements and sewer extensions were approved allowing the applicant to apply for a final plat.

The dedication of parks and open space is not required with this application as the density is not greater than one unit per net acre. The Midwest City Master Trails Plan does not identify planned trails through the area of request. A Tree Canopy Management Plan is not required as the area of request is less than five (5) acres.

The Final Plat as submitted is consistent with the approved Preliminary Plat and does meet the requirements of the Subdivision Regulations. Staff recommends approval.

Action Required: Approve or reject the Pieper Addition Final Plat located on the property as noted herein, subject to the staff comments and found in the September 10, 2019 agenda packet and made a part of PC- 2011 file.

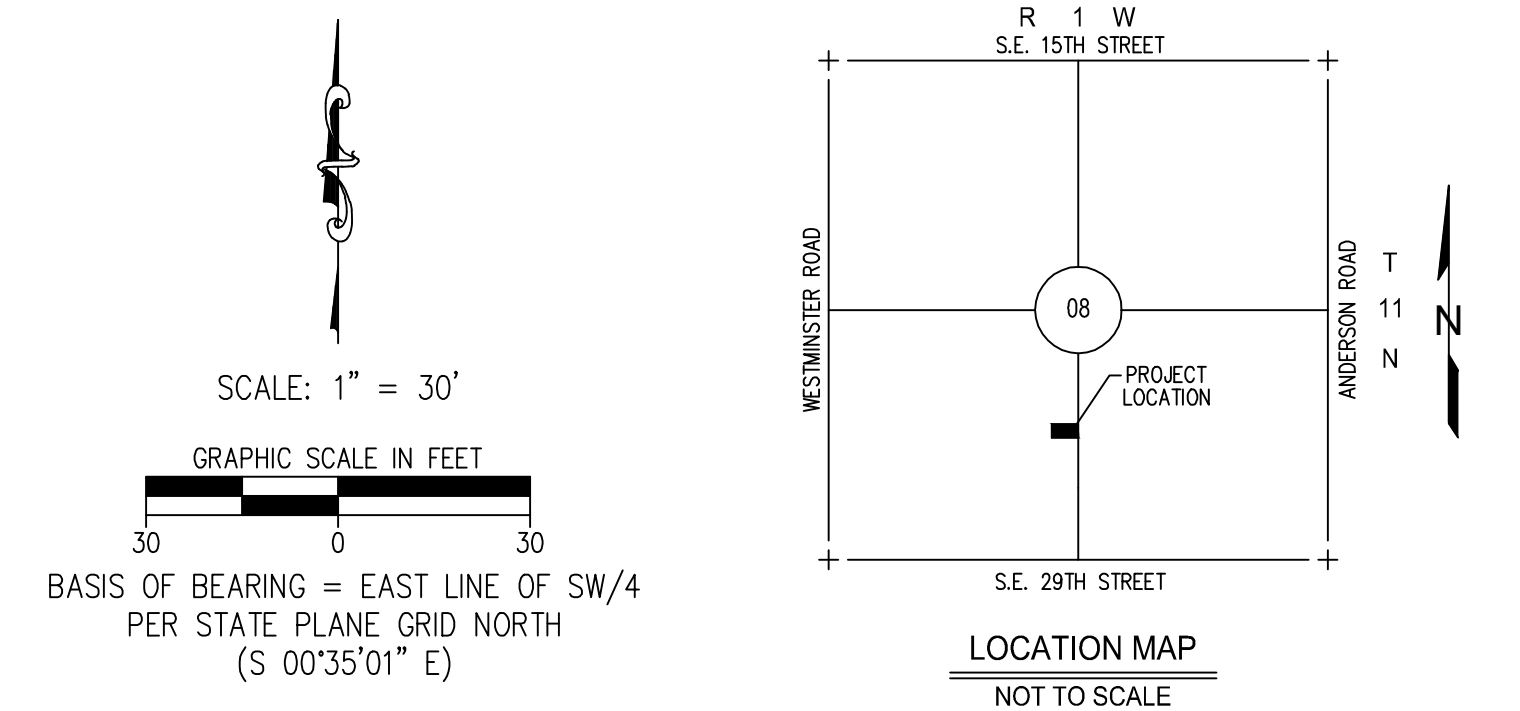


Billy Harless, AICP
Community Development Director

LG

FINAL PLAT OF PIEPER ADDITION

a part of the Southwest Quarter of Section 8,
Township 11 North, Range One West
to Midwest City, Oklahoma County, Oklahoma



OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Paul Bradley Homes, hereby certifies that it is the owner of a portion of the land shown on the PIEPER ADDITION, to The City of Midwest City, Oklahoma County, Oklahoma. That it has caused the same to be surveyed and plotted into lots, blocks, streets and easements, as shown on said annexed plat, which said annexed plat represents a correct survey of all property included, therein, under the name of PIEPER ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma.

It further certifies that it is the owner of a portion of land included in the above mentioned plat, and it does, hereby, dedicate all streets and easements as shown on said annexed plat to the public for use as public streets, and drainage and utility easements for their heirs, executors, administrators, successors and assigns forever and shall cause the same to be released from all encumbrances so that title is clear.

In witness whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 20____.

MANAGER
Paul Pieper

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State on this _____ day of _____, 20____, personally appeared _____

to me known to be the identical person who subscribed, as _____, and duly acknowledged to me that he executed the same as the free and voluntary act and deed of himself and as the free and voluntary act and deed of said company.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LAND SURVEYOR'S CERTIFICATE

I, TROY DEE, do hereby certify that I am a REGISTERED PROFESSIONAL LAND SURVEYOR, and that the annexed plat represents a survey made under my direction, and that the monuments noted hereon actually exist and their positions are correctly shown on the _____ day of _____, 20____.

I further certify that said annexed plat complies with Requirements of Senate Bill 377, Section 518 as amended and that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors

TROY DEE, P.L.S. 1745

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared TROY DEE, to me known to be the identical person who executed the above instrument and acknowledged to me that she executed the same as her free and voluntary act and deed. Given under my hand and seal this _____ day of _____, 20____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LEGAL DESCRIPTION

A part of the Southwest Quarter (SW/4) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

BEGINNING at a point 1485.00 feet South of the Northeast Corner (NE/C) of said SW/4; Thence South 241.20 feet; Thence West 328.90 feet; Thence North 241.20 feet; Thence East 329.02 feet to the point or place of beginning; Less a strip of land 25 feet wide across the West side thereof reserved for road purposes.

Said tract contains 73,288 Square Feet or 1.6824 Acres, more or less.

BONDED ABTRACTOR'S CERTIFICATE

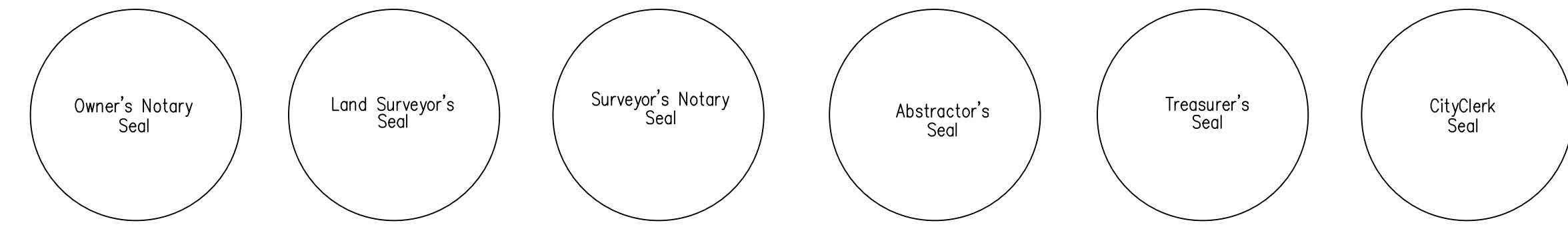
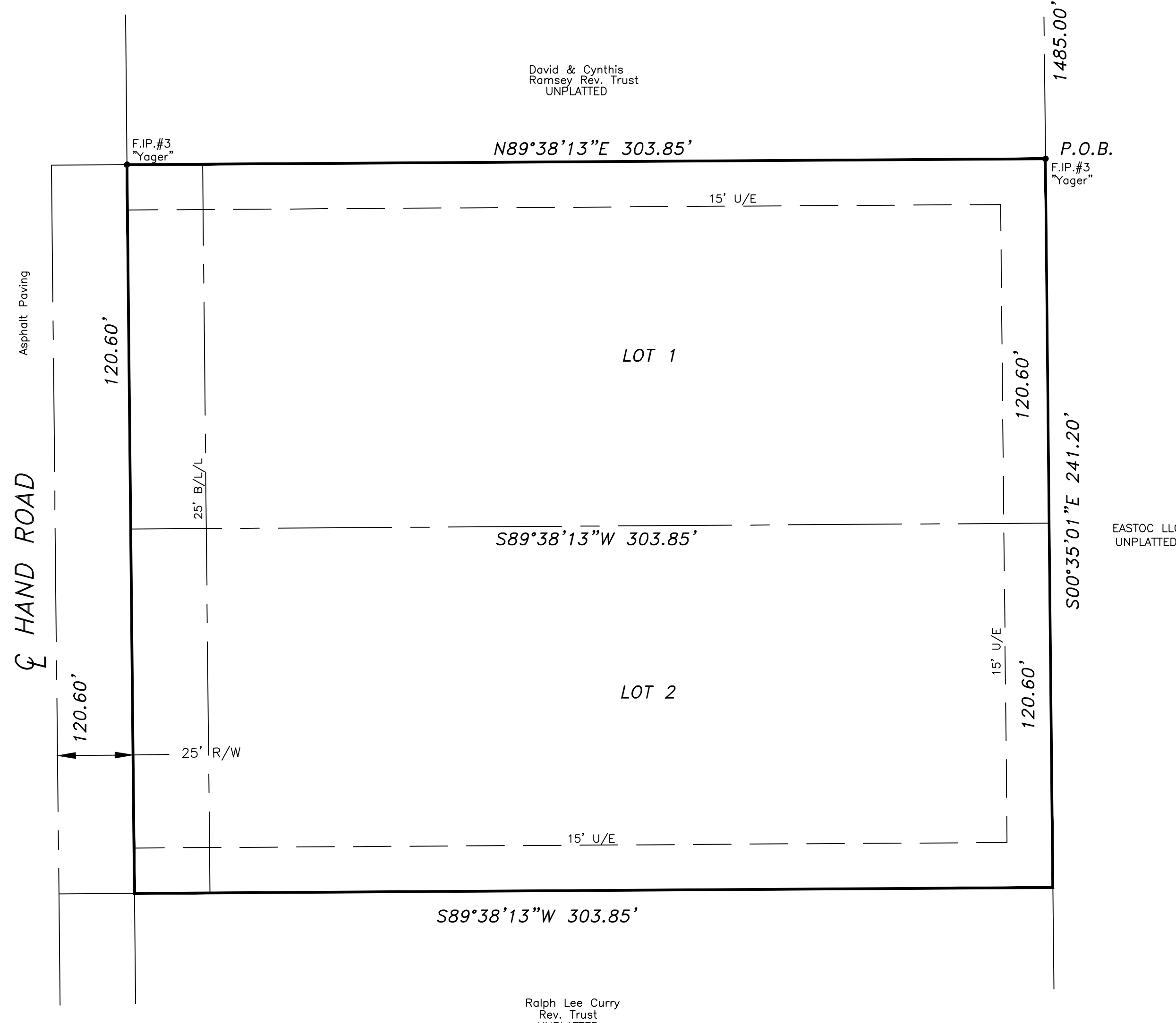
The undersigned, a duly qualified and lawfully bonded abstractor of titles, in and for Oklahoma County, State of Oklahoma, hereby certifies that the records of said county show that the title to the land on this annexed plat is vested as shown hereon, and that there are no actions pending or judgments of any nature in any court or on file with the Clerk of any court in said county and state against said land, or the owner thereof, and that the taxes are paid for the year 20____ and prior years, that there are no outstanding tax sales certificates against said land, and no tax deeds are issued to any person, that there are no liens, mortgages, or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted

In witness whereof said bonded abstractor has caused this instrument to be executed this _____ day of _____, 20____.

Abstract Company

Secretary

Title



ACCEPTANCE OF DEDICATION BY THE CITY COUNCIL

Be it resolved by the council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat are hereby accepted. Adopted by the Council of City of Midwest City, Oklahoma on this _____ day of _____, 20____.

ATTEST:

CITY CLERK

MAYOR

COUNTY TREASURER'S CERTIFICATE

I, _____ do hereby certify that I am the duly elected, qualified and acting County Treasurer of the City of Midwest City, State of Oklahoma, that the tax records of said county show all taxes are paid for the year 20____ and prior years on the land shown on the annexed plat.

In witness whereof, said county treasurer has caused this instrument to be executed at the City of Midwest City, Oklahoma, this _____ day of _____, 20____.

COUNTY TREASURER

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that I have examined the records of said city and find that all deferred payments or unmaturing installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this _____ day of _____, 20____.

CITY CLERK

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it hereby resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat, an addition to the City of Midwest City, Oklahoma is hereby accepted.

Adopted by the Council of the City of Midwest City, Oklahoma this _____ day of _____, 20____.

Approved by the Council of the City of Midwest City, Oklahoma this _____ day of _____, 20____.

CITY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the City Planning Commission for the City of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat on this _____ day of _____, 20____.

CHAIRMAN

NOTES

1. THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

2. CENTERLINE OF RIGHT-OF-WAY MONUMENTS SHALL BE AS FOLLOWS:

MAGNETIC NAIL WITH WASHER STAMPED "GOLDEN CA7263"

3. PROPERTY CORNER MONUMENTS SHALL BE:

3/8" IRON ROD WITH A PLASTIC CAP STAMPED "GOLDEN CA7263"

FINAL PLAT

Golden Land Surveying

920 N.W. 139th St. Pkwy, Oklahoma City, Oklahoma 73013
C.A.# 7263 / Exp. Date = 6/30/2020
Telephone: (405) 802-7883 Job No: Paul Pieper
troyp@goldenls.com



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

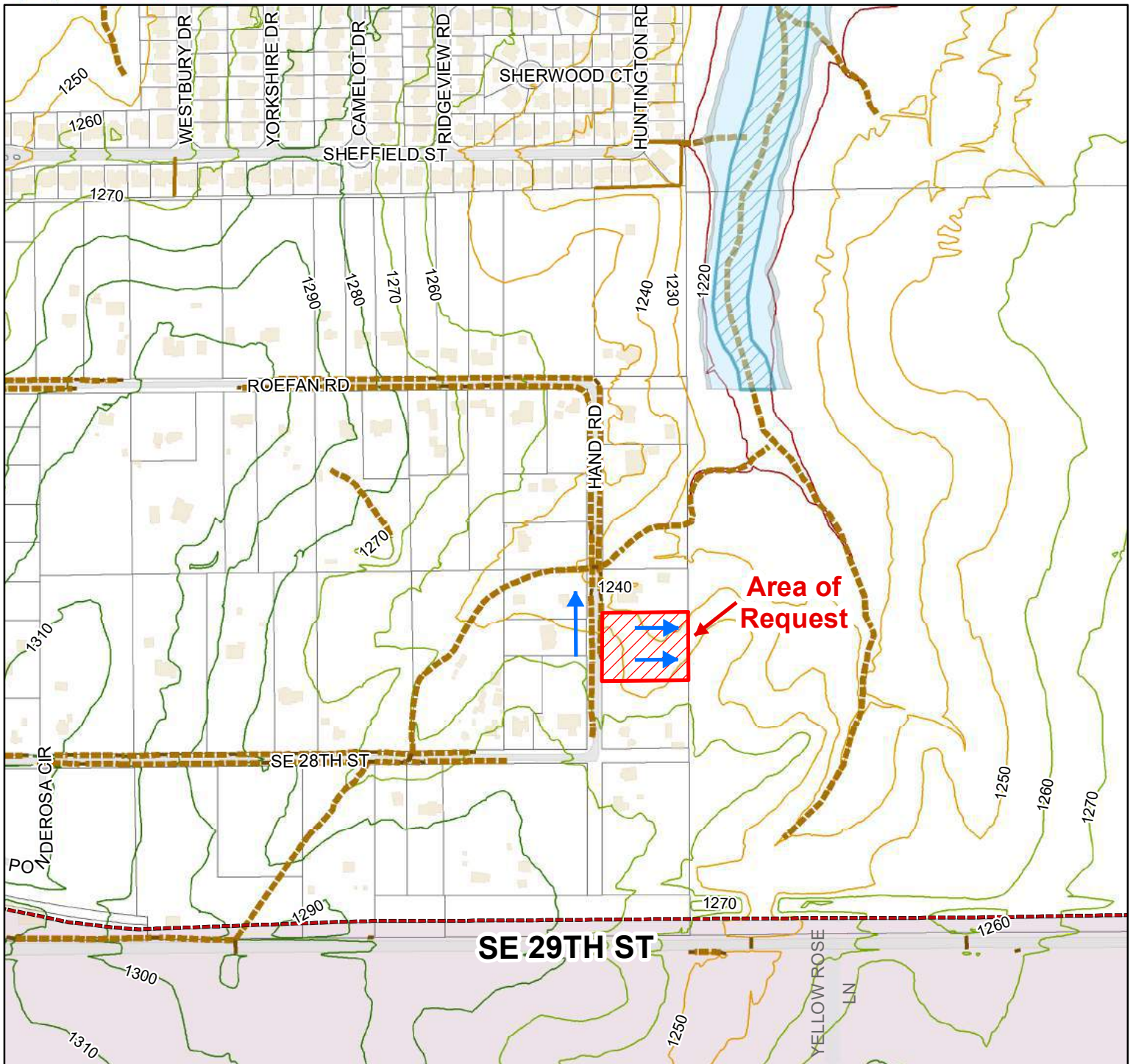
Fax 405.739.1384

Re: PC-2011

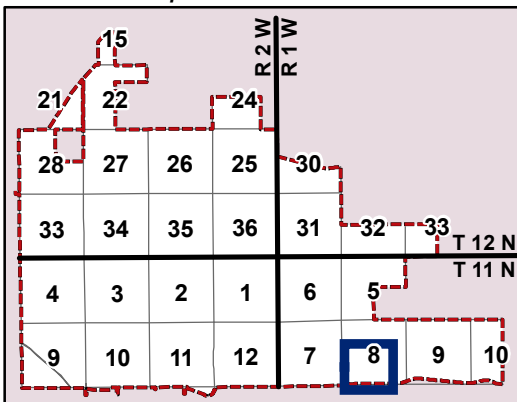
PC-2011 is a request for a final plat for the Pieper Addition.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the 2015 International Fire Code.

Duane Helmberger
Fire Marshal
Midwest City Fire Department



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-2011**

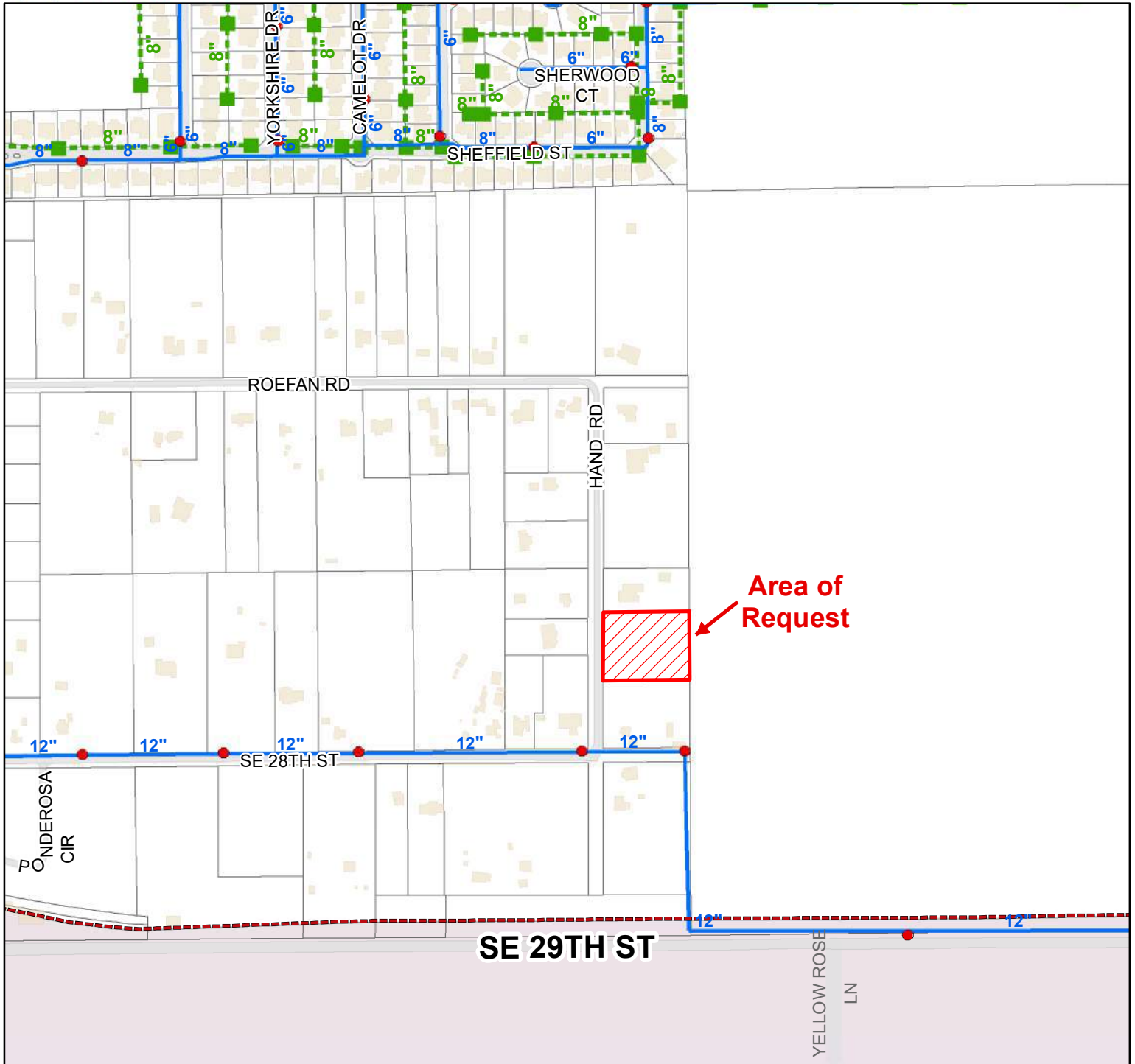
(SW/4, Sec. 8, T11N, R1W)



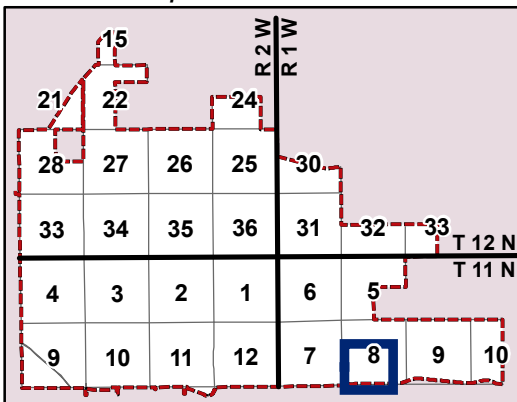
0 500 1,000 Feet

1 inch = 500 feet

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



Locator Map



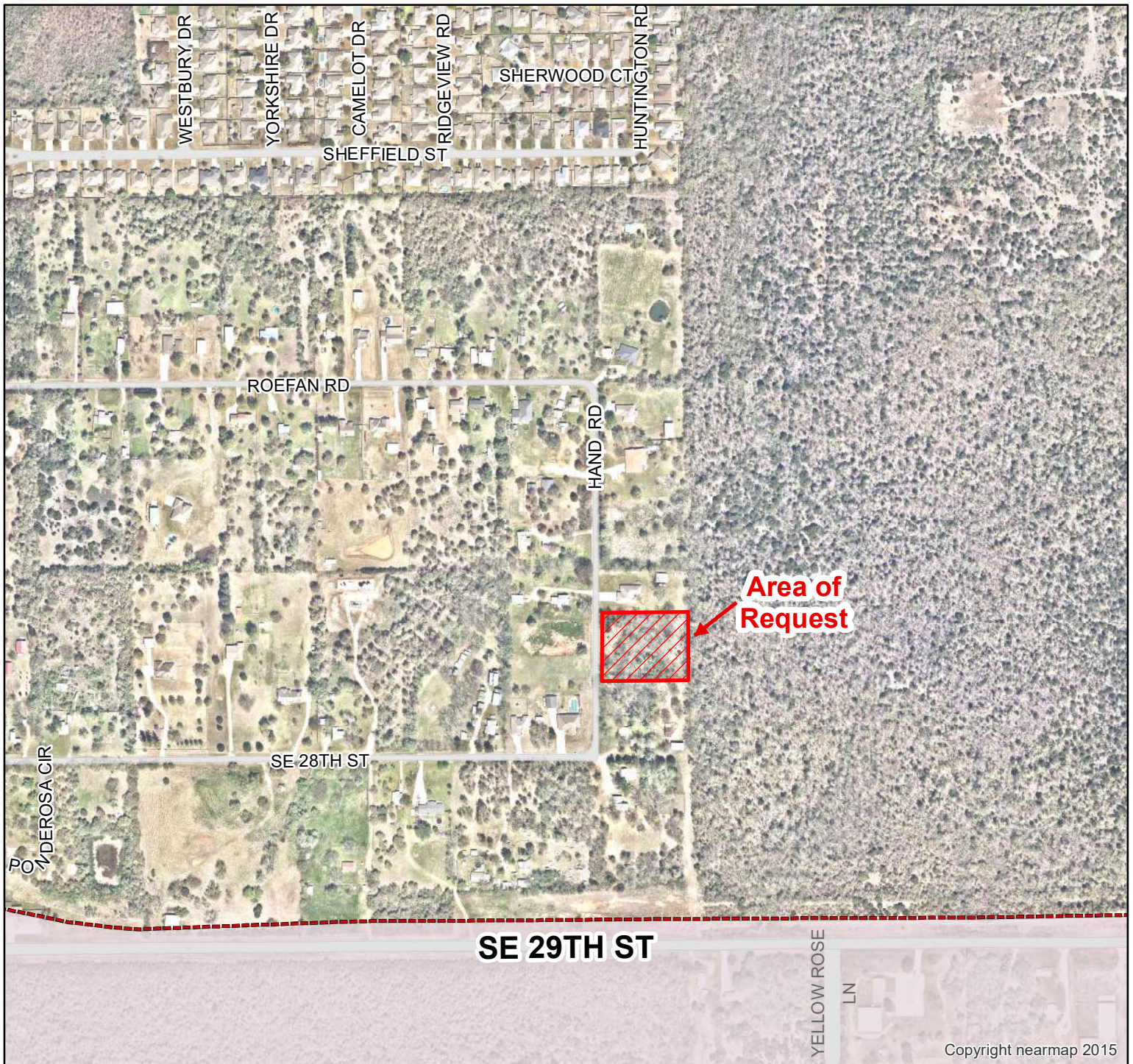
Water/Sewer Legend

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

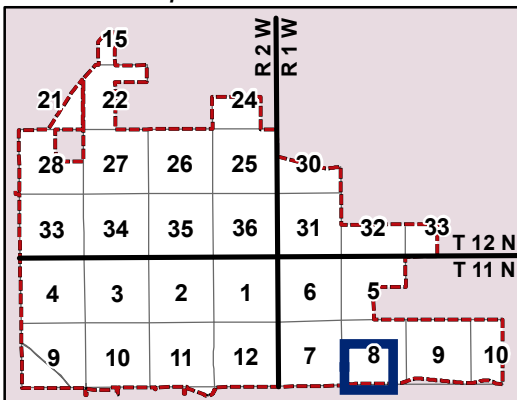
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2011
(SW/4, Sec. 8, T11N, R1W)**



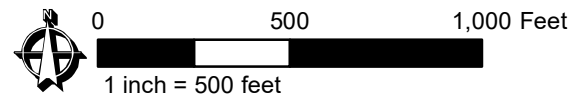
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Locator Map



**2019 NEARMAP AERIAL VIEW FOR
PC-2011
(SW/4, Sec. 8, T11N, R1W)**



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The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : July 10th, 2019

Subject : Engineering staff comments for pc-2011 final plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2011:

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of or obtain a waiver to any required public improvements prior to the final plat application.

As required, the applicant has obtained a waiver from the city council for half street and sidewalk improvements.

Easements and Right-of-Way

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



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
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: September 10, 2019

Subject: (PC-2012) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, governed by the R-HD, High Density Residential and C-3, Community Commercial districts and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential and PSP, Public/Semi-Public, to HDR, High Density Residential, for the property described as Lots 9-13, 17 and 18, Block 5 of the Pine Addition.

Many citizens attended the August 6, 2019 Planning Commission meeting and voiced a variety of concerns regarding this proposed development.

Staff and the applicant are in the process of gathering additional information regarding traffic counts, crime statistics, and the possibility of adding additional parking among other items.

Staff recommends that no action be taken at the September 10, 2019 City Council meeting, so staff and the applicant can gather this additional information to include with this agenda item. Staff proposes to bring back this item within 120 days for review and a vote by the City Council.

Billy Harless, AICP
Community Development Director

KG



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

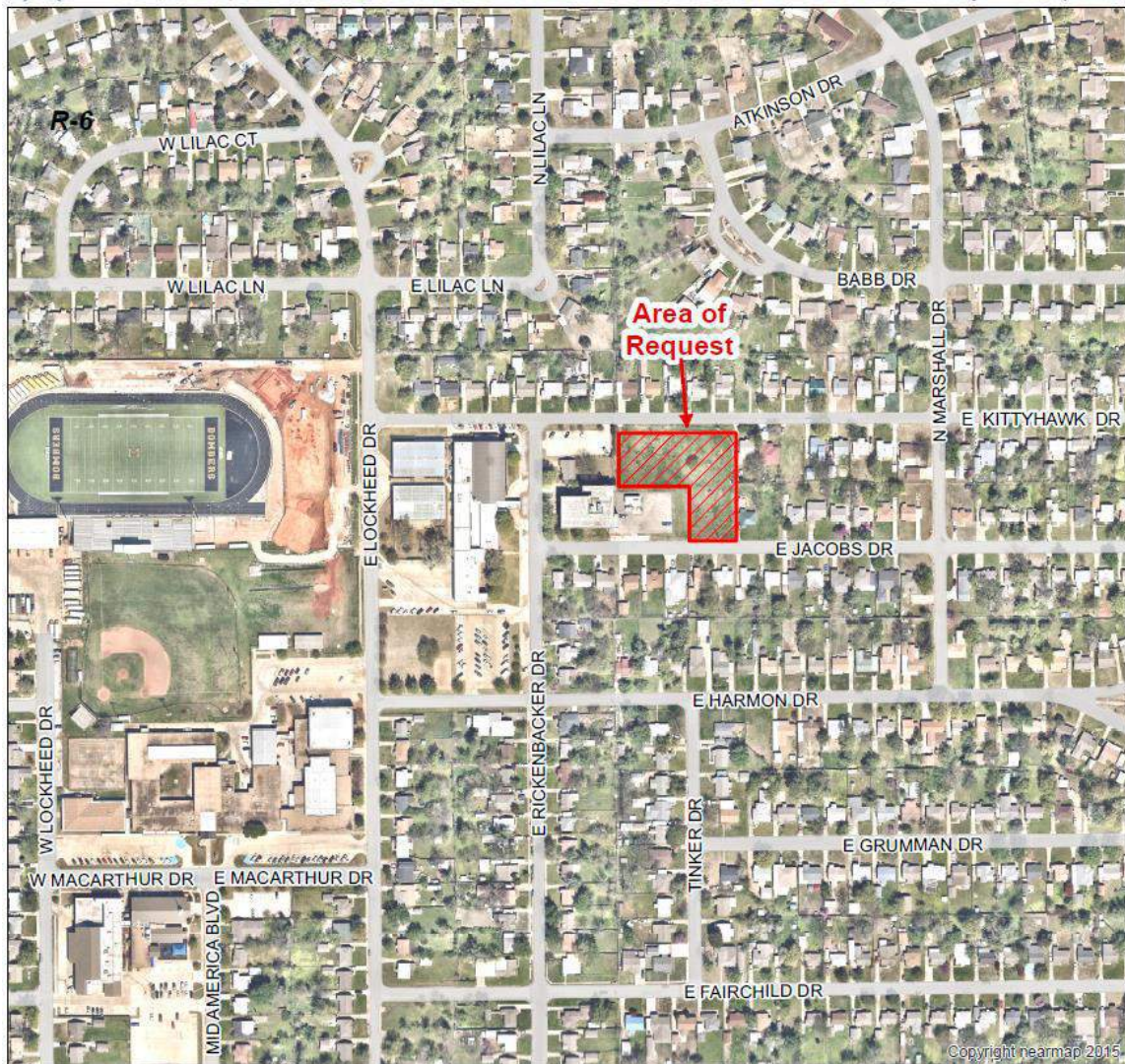
Billy Harless, Community Development Director

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Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: September 10, 2019

Subject: (PC-2012) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, governed by the R-HD, High Density Residential and C-3, Community Commercial districts and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential and PSP, Public/Semi-Public, to HDR, High Density Residential, for the property described as Lots 9-13, 17 and 18, Block 5 of the Pine Addition.

Executive Summary: This requested SPUD is located in the Original Mile and encompasses seven (7) lots along E. Kittyhawk and E. Jacobs. The applicant is Jeff Johnson of Real Property Construction. This proposed SPUD includes six (6) three-story multi-family buildings. Most of the units are 1-bedroom. Proposed buildings 1 and 2 show commercial uses on the first floor. The applicant has specified in the SPUD which commercial uses would be allowed in these spaces. The commercial spaces are intended for neighborhood uses that will not only appeal to residents of this development but also throughout the neighborhood. Mr. Johnson was awarded the RFP to build seven (7) new homes on City-owned residential lots in 2017. Since being awarded the RFP, construction has commenced on three (3) of the lots. Two of the lots were rezoned in 2018 to allow for more dense, innovative development. Those building permits were recently issued. Mr. Johnson purchased the lots included in this request to further reinvest in the Original Mile. In reviewing this proposal, staff first looked to the 2008 Comprehensive Plan which places emphasis on quality development, a range of lot sizes, choice in housing size and cost and revitalizing older areas of the City through the promotion of infill and redevelopment of housing. In 2011, the City adopted the Original Mile Revitalization Plan. This plan included provisions for modern housing, a variety of housing and a neighborhood that fits the 21st Century lifestyle. This plan also encouraged the City to develop demonstration blocks that will hopefully spark investment on properties by individual property owners. Mr. Johnson is also building two (2) new single-family homes on Kittyhawk, just east of the area of request and two (2) new single-family homes at the corner of Lockheed and Kittyhawk. This requested SPUD was designed with mindful consideration of the Comprehensive Plan and Original Mile Revitalization Plan. The SPUD includes variance requests to the requirements for landscaping, detention, setbacks, height, number of parking spaces, on-street parking in the right-of-way, aisle and fire lane width. These variance requests are discussed in further detail within this report. Further information regarding these plans and details of this SPUD can be found within this report. Staff recommends approval.



Dates of Hearing: Planning Commission – August 6, 2019
City Council – August 27, 2019

Owner/Applicant: Jeff Johnson, J Lou Properties LLC

Proposed Use: Six (6) Three-story multi-family buildings with commercial uses on the bottom floors of two (2) of the buildings

Size:

The area contains approximately 250' of frontage along E. Kittyhawk and 100' of frontage along E. Jacobs and contains an area of approximately 39,158 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – PSP, Public/Semi-Public and LDR, Low Density Residential
North, South and East – LDR, Low Density Residential
West – PSP, Public/Semi-Public

Zoning Districts:

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

Land Use:

Area of Request – vacant lots
North, South and East – single family homes
South – church
West – Parking lot for church, one single family residence and Southwestern Bell building

Comprehensive Plan Citation:

Chapter 4: Future Land Use Plan

HDR – High Density Residential Land Use

Traditional apartment-type units in attached living complexes characterize high density residential land use. There are currently several high-density residential areas within Midwest City. It should be noted that medium density uses should also be permitted in any area designated for high-density use.

Mixture of Land Uses

Nationally and regionally there has been a recent resurgence and interest in combining these various land uses, resulting in a mixed land use pattern. Examples of this mixed land use pattern are found throughout the nation and regionally within the Bricktown development in Oklahoma City. This concept reflects the old ideal of people being able to live in close proximity to necessities such as employment and retail areas. Also, this concept reflects a new ideal of developments providing additional benefits to the people of the community. This benefit combined with other benefits such as lower infrastructure costs, lower energy costs for residents, lower environmental pollution and the reduction of land consumed by urban sprawl make a mixed land use pattern a desirable development option for developers and the City. This type of development could be appropriate in some areas of Midwest City and it is recommended that if such a development is proposed, the City should consider approving it. Specific consideration should be given to how the various types of land use relate to one another within the development as well as how the overall development relates to the existing land uses surrounding it.

Design Concepts: Vertical and Horizontal Mixed Land Uses

A mixed use land development can be constructed with one of two design concepts. First, a vertical mixing of land uses can occur. This design concept allows for different types of land uses (retail, office, residential, etc.) to be located within the same building. A common example of vertical mixed uses is seen in the illustration below. In this design concept, retail uses are located on the ground floor with residential or office uses located above.



The second design concept is the horizontal mixing of land uses. This design concept provides for buildings with only one type of land use, but buildings throughout a development have different types of land uses. Thus, the concept of mixing land uses does not occur in a singular building, but occurs throughout buildings in a single development. Therefore, one building in a development may contain residential uses, with an office or retail building located adjacent to it. The illustration below is an example of a residential building in a mixed land use development.



Land Use Policies

10. Mixed Use Developments

- Mixed use developments should include a mixture of residential (townhomes, patio homes, lofts, etc.) and non-residential uses (retail, office and commercial uses).
- This type of development could be appropriate in some areas of Midwest City and its is recommended that if such a development is proposed, the City should consider approving it.
- Currently, there are no districts that allow mixed use developments; therefore, a Planned Unit Development (PUD) would be used to implement such a design concept.

Chapter 6: Housing & Neighborhoods Plan

Model Neighborhood Elements

In some cases developers may have new or innovative ideas and design methods that would result in great and livable neighborhoods without using all or some of the neighborhood elements. Therefore the City should allow a planned unit development process to provide relief in specific cases but should ensure that quality development occurs.

Housing and Neighborhood Strategies – Infill/Redevelopment Policies for Individual Parcels

Infill and redevelopment of existing areas can assist in revitalizing older areas of the City. The promotion of infill/redevelopment housing is considered a win-win situation for Midwest City inasmuch as it provides a mechanism for increasing the population within the City, reduces the City's infrastructure costs, revitalizes older areas of the City. Developing on a vacant or redeveloped (razed) lot may be perceived as having an increased risk, particularly early on in long-term redevelopment projects.

2011 Original Mile Revitalization Plan

- **Introduction: 1.2 Community Perceptions of the Original Mile – Housing Perceptions**
 - a) Neighborhood lacks enough multifamily housing
 - b) Homes are obsolete and lack modern amenities
- **Introduction: 1.2 Community Perceptions of the Original Mile – Commercial Development Perceptions**
 - a) Area lacks locally owned establishments
 - b) Must serve older population and work-force with appropriate housing
 - c) City nearly built out – must consider density, multifamily and mixed use
- **Introduction: 1.4 Vision and Goals - Original Mile Goals**
 - a) Create quality neighborhood that fits the 21st Century lifestyle
 - b) Provide a variety of housing that will appeal to a wide range of lifestyles including appealing mixed use and attractive houses with contemporary amenities that is competitive
 - c) Continue to grow economically through introduction of commercial mixed use areas along the arterials and improvement of existing commercial areas

- d) Introduce sought-after quality of life elements such as walkability that equals or exceeds suburban neighborhoods
 - e) Support the vitality of Town Center Plaza by creating a neighborhood that is an asset to “downtown” Midwest City
 - f) Accomplish neighborhood revitalization in a manner that enhances the traditional neighborhood concept
 - g) Upgrade current housing and introduce infill housing that meets modern design standards, provides energy efficient features and is competitive with housing in newer areas
 - h) The realization of the vision will require a unified, directed public and private commitment. The Original Mile residential neighborhood has not experienced significant investment in more than a half century
- **Recommendations for Revitalization: 3.5 Commercial and Mixed Use Concepts**
 - a) As an important economic enhancement to the Original Mile, Commercial Mixed Use development should be considered along Air Depot and SE 15th Street. The Mixed Use concept is new to Midwest City and the Original Mile neighborhood, in particular. The proposed concept includes upscale first floor commercial space for office or retail and upscale apartments on the second floor.
 - **Implementation: 4.2 City Policy - Establish a Demonstration Block**
 - a) Establish a demonstration block: The City should consider developing demonstration blocks that showcases what can be accomplished with infrastructure and housing improvements. The blocks should have high visibility, generally represent the neighborhood; present opportunities for façade improvements, home additions and infill housing and have commitment from residents. The demonstration blocks can provide a stimulus for additional improvements throughout the original Mile and generate neighborhood pride.

Municipal Code Citation:

2.26 SPUD, Simplified Planned Unit Development

2.26.1. General Description

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

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

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

2.26.2 Intent and Purpose

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

(A) Innovative development

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

(B) Efficient use of land

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

(C) Appropriate limitations and compatibility

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

History:

1. The area of request has been zoned Single Family Detached Residential since the adoption of the 1985 zoning code.
2. The Planning Commission recommended approval of this request on August 6, 2019.

Staff Comments:

Engineer's report:

Water Supply and Distribution

A six (6) inch public water main is located on the south side of East Jacobs Drive in the street right-of-way extending along the south side of the area of request. A six (6) inch public water main is located on the south side of East Kittyhawk Drive in the street right-of-way extending along the north side of the area of request. Public water mains extend across the full frontages of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated fifteen (15) foot utility easement that bisects the area of request from the east to the west. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from East Jacobs Drive and East Kittyhawk Drive. Both East Jacobs Drive and East Kittyhawk Drive are classified as local roads in the 2008 Comprehensive Plan. East Jacobs Drive and East Kittyhawk Drive are two (2) lane, curbed, asphalt concrete roadways. Current code requires a total street right-of-way widths of fifty (50) feet for local roads and presently, East Jacobs Drive and East Kittyhawk Drive have fifty (50) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application

East Jacobs Drive and East Kittyhawk Drive do not meet current code requirements for sidewalks. Sidewalk along the full frontage of both roads is required as part of any building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is undeveloped. It slopes to the north west and the south west draining onto East Jacobs Drive and East Kittyhawk Drive, respectively. Both East Jacobs Drive and East Kittyhawk Drive drain west down the gutter lines to the City's underground drainage system. Drainage and detention improvements, as needed, will be part of any building permit application. There will be no increase to the volume of water leaving the site.

None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

Easements and Right-of-Way

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

Fire Marshal's report:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the 2015 International Fire Code.

Fire department connections are required to be located within 50 feet of the nearest fire hydrant. Fire hydrants shall not be spaced further than 400 feet from each other.

Fire department connections shall meet the requirements set forth in Midwest City Fire Department Administrative Ruling 2019-02.

Fire lane minimum allowable width to be 24'-0".

No issues in regards to the use of the property.

Plan Review Comments:

Description of this SPUD Application

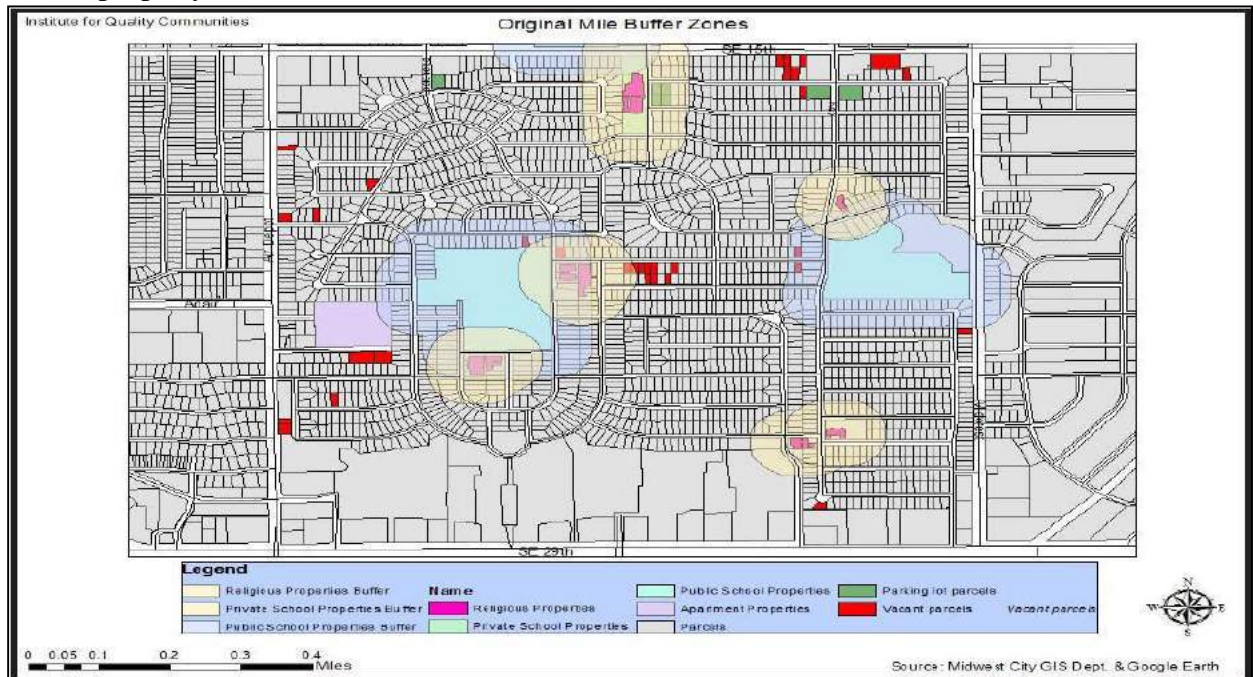
This SPUD application proposes six (6) new, three-story, multi-family residential buildings. Two (2) of the buildings, indicated as building 1 and building 2 on the site plan, propose limited commercial uses on the bottom floor. This mixed use development is intended to not only serve the residents of the development but the existing neighbors within the Original Mile. Although the Revitalization Plan for the Original Mile states that mixed use developments should be considered along Air Depot and SE 15th Street, this centrally located area provides an opportunity to serve more of the residents of the Original Mile with close neighborhood commercial uses.

The majority of the units are one (1) bedroom as the applicant stated his target residents would be singles and couples.

The SPUD Design Statement lists the following allowable uses proposed within the development:

- Multifamily Residential
- Administrative and Professional Office
- Animals: Grooming and Sales
- Convenience Sales and Personal Services
- Drinking Establishments: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted (Site limited to only one and shall not be requires a Special Use Permit)
- Eating Establishments: Sit-Down, Alcoholic Beverages not Permitted
- Eating Establishments: Sit-Down, Alcoholic Beverages Permitted (Site limited to only one and shall not be requires a Special Use Permit. Additional establishments shall require Special Use Permit Review and Approval)
- Food and Beverage Retail Sales
- Personal Services: Restricted
- Retail Sales and Services: General

The SPUD Design Statement states that any of the commercial uses listed above are restricted to the bottom floor of buildings 1 and 2. The ABLE Commission requires that establishments where 50% or more of the total sales are for alcoholic beverages be located not less than 300 feet from churches and schools. The distance is measured from the church property line to the exterior wall of the establishment serving alcoholic beverages. There is a church to the west of the area of request. The location of buildings 1 and 2 are both more than 300 feet away from the church property.



Intent and Purpose of a PUD, Planned Unit Development

As mentioned previously in this report, the purpose of a PUD is to allow innovative land development, flexibility within developments, efficient use of land, function, design and diversity and modifications to development regulations. Regarding modifications to development regulations, the Zoning Ordinance states that a PUD is intended to “provide a vehicle for negotiating modifications in standard development requirements in order to encourage innovative development and to protect the health, safety and welfare of the community.” During the Planning Commission meeting and in the days following the meeting, there has been much discussion about the number of variances requested within this PUD, however, a PUD is intended to allow modifications for innovative and flexible development.

Within this PUD application, the applicant is asking for flexibility in order to develop an innovative mixed use concept. Although these are variances are modifications to standard development regulations, they should be considered as this application is to rezoned to a PUD.

A modification to the landscape requirement is being requested. It should be noted that for single family residential development, two trees would be required in each front yard which would equal 14 trees. Under this request, the applicant is proposing a minimum of 18 trees. If this application is approved, more trees would be planted than if single family homes were to be built on each lot.

Regarding detention and the fire lane requirement, these items would be addressed during the building permit process. The application states that detention shall not be required, however, during building permit review, the City Engineer will require plans showing no negative impacts from run-off onto adjacent properties. The Fire Marshall will require a minimum 24' wide fire land during the building permit review.

The applicant has requested to be allowed a 10' front building line along Kittyhawk and a 2 ½' setback along Jacobs. The SPUD's approved in 2018 near the area of request were granted variances to the front yard setbacks so this request will not be uncommon for the area. Allowing these front setbacks will allow for the maximum parking within the interior of the development. The applicant is also requesting a 6' side setback along the east side of the area of request. It should be noted that the requirement for a 7' side setback is new under the 2010 Zoning Ordinance. This neighborhood was developed with 5' side setbacks so this request is comparable to what is existing in the neighborhood.

The applicant is requesting to be allowed a maximum height of 45'. The maximum allowable height for R-HD is 45'. Section 5.4.2. of the Zoning Ordinance states that if a parcel is zoned C-3 and is within 150' of a residential zoning district, the height shall not exceed 35' for the first 75' from the residential zoning district boundary. It should be noted that the commercial uses are limited to the bottom floor, only residential uses will exceed the 35' limitation.

Regarding the requested variance to the required number of parking spaces, staff has recommended that the developer make contact with Southwestern Bell, the owner of the properties west of the area of request along E. Jacobs to see if an agreement could be made for the developer to install additional on-street parking along their frontage. Since the Planning Commission meeting, the applicant has made contact with adjacent property owners and is working toward acquiring additional space for parking. With regard to the aisle width, 24' is the minimum required for the fire department and was the standard prior to the 2010 Zoning Ordinance and is common throughout Midwest City. Staff would like to clarify that the on-street parking that the applicant is requesting will not take up any of the drive lane on the street. The proposed on-street parking will be in the right-of-way, adjacent to the drive lane.

Similar Developments

Since the adoption of the Revitalization Plan for the Original Mile in 2011, mixed use and multi-family developments within predominately single family neighborhoods have gained traction in Oklahoma City. The applicant provided staff with several examples and staff visited these developments.

The Vic

The Vic is a multi-family development in the Plaza/Gatewood area. It was originally built in the 1960's and recently bought and renovated by the applicant. This development is surrounded by single family residential homes and is currently 100% occupied. The first picture below is from before the applicant renovated the structures. There are two buildings total.



The Plaza Lofts

The Plaza Lofts

The Plaza Lofts are located in the Plaza District at the corner of NW 16th and McKinley. The first floor along NW 16th has a wine bar and a nutrition center. The second floor on NW 16th and both floors on McKinley are multi-family residential units. This development is surrounded by single family residential homes on all four sides.



The 7

The 7 is a multi-family residential development located at 600 N. High. This development consists of several three-story multi-family residential structures. It is surrounded on three sides by single family residential. To the south of this development is an old school that has been converted to an office building.





Neighborhood Meeting

After notice of this application was sent to the surrounding property owners and published in the Journal Record, staff began receiving calls from concerned neighbors. Staff suggested to the applicant that he hold a community meeting to present his proposal to members of the community prior to the Planning Commission and City Council meetings. The applicant hosted a community meeting on July 31, 2019 at the Charles Johnson building in Midwest City. The meeting was attended by many residents, members of staff and several members of the City Council.

One concern of Original Mile residents present was the number of proposed parking spaces versus the number required by code. The neighbors were concerned about the development having couples who have two cars. The applicant explained that is not the target market for the development. He also explained that the on-street parking is located in the right-of-way and would not take up driving lane space on the actual street.

A resident asked about the height of the buildings and the applicant explained that they will be the same height as the AT&T building and the church.

The residents were concerned about gentrification and being pushed out of the neighborhood. The applicant explained that he is only looking to develop properties that are sitting vacant. The new development would spur other development, which would only increase property values.

Residents voiced that they did not think it was fair to allow variances for large developments and developers but not current residents. The Community Development Director explained the Original Mile Reinvestment study and how the consultant suggested the City would have to be flexible and willing to accommodate to private developers in order to spark investment and revitalization of the area.

Several residents and home owners spoke up in support of the development recognizing that an investment of this scale would bring up the standard of the area. They thought having a coffee shop or retail space close would be nice. They also recognized that younger generations and the elderly population are looking for residential options that are close to amenities but do not require maintenance or exterior upkeep.

Protest

Staff has received calls from a few surrounding neighbors in opposition to this proposed development. On Thursday, August 1, 2019 staff received two letters of protest with the signatures of surrounding property owners and tenants. Regarding protests, the Zoning Ordinance states:

7.2.3(B) Protests

- (1) Protests against proposed changes shall be filed at least three (3) days before the date of the public hearings. If protests are filed by:
 - a. The owners of twenty (20) percent or more of the area of the lots included in a proposed change; or
 - b. The owners of fifty (50) percent or more of the area of the lots within a three hundred (300) foot radius of the exterior boundary of the territory included in a proposed change;
- (2) Then the proposed change or amendment shall not become effective except by the favorable vote of three-fifths of the members of the City Council.

Staff has reviewed the signatures and compared them to the list of property owners within a three hundred (300) foot radius of the area of request. There are sixty-seven (67) property owners within the three hundred (300) foot radius. Of those, twenty-three (23) have signed the letter of protest. In total, the letters include seventy-seven (77) signatures of neighbors, owners and tenants.

The reasons for the protest include increased traffic, lack of adequate parking, concern about businesses serving alcohol, noise and crowding of the neighborhood. The protest letters and signatures are included in this agenda.

On August 20, 2019, staff received a letter of protest with 295 signatures. However, legal protest per code must be received 3 days prior to the first public hearing which was August 6, 2019.

Platting

If this SPUD is approved, the applicant has stated in the SPUD that an Amending Plat will be submitted to combine all seven (7) of the lots into one (1) lot and reflect the building lines as noted in this report.

Planning Commission Meeting Summary

The Planning Commission discussed this item at the regularly schedule August 6th meeting. Many Midwest City residents attended the meeting, speaking in opposition of this request. Their concerns included the number of variances requested, lack of adequate parking, lack of sidewalks, noise, increased traffic and increase in crime. Many citizens stated that they would rather see the City invest in revitalizing existing homes in the area rather than this new development. It is important to note that this is a private development.

The City does not own this land and did not solicit the developer to propose this development. The applicant purchased the properties included in the area of request with the intention of developing them on his own.

There were also comparisons between this development and Schlotzsky's on S. Air Depot as it is mixed use with a restaurant on the bottom floor and apartments on the top floor. One resident stated that those apartments are only for management/employees of Schlotzsky's. It should be noted that there is no requirement in the zoning for that development that the apartments only be rented by Schlotzsky's employees. The developer did address the concerns about parking and stated that he is in conversations with neighboring property owners in an attempt to acquire additional parking. Although there is a requested variance for parking on the street, in the right-of-way, staff would like to point out that these spaces will not be in the driving lanes but rather in the right-of-way, adjacent to the driving lanes. One resident did express a concern about the Original Mile Reinvestment Committee not being involved in this process. Again, staff would like to point out that this is a private development, not a City sponsored project, however, members of the Original Mile Reinvestment Committee were invited to the applicant's neighborhood meeting on July 31. After much discussion, the Planning Commission voted 3-2 to recommend approval of this request.

Recommendation

Throughout the last several years, the City has made significant investments in the Original Mile in hopes that the private sector would take notice and begin reinvesting in the area as well. The applicant began reinvesting in the Original Mile as a partner with the City to build seven (7) new single-family homes throughout the neighborhood. Without yet seeing the success of those individual developments, the applicant has decided to pursue additional private reinvestment in the area.

Staff understands that the concept of multi-family/mixed use is not common throughout Midwest City, but after visiting other areas where these developments have been successful in predominantly single-family residential areas, staff recognizes that this development could be an asset to the Original Mile and Midwest City. Staff recommends approval of this requested SPUD.

Action Required:

Approve, reject or take no action on the ordinance to redistrict to SPUD for the property as noted herein, subject to staff's comments as found in the September 10, 2019 agenda packet and made a part of PC-2012 file.



Billy Harless,
Community Development Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
CURRENT PLANNING DIVISION

Simplified Planned Unit Development

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

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

A. Special Development Regulations

1. List of the owners and/or developers: J. LOU PROPERTIES LLC
2. Please list the adjoining land uses, both existing and proposed.
North: RESIDENCES
South: RESIDENCES
East: RESIDENCES
West: CHURCH AND TELEPHONE COMPANY
3. Please list the use or uses that would be permitted on the site. MULTI FAMILY RESIDENTIAL AND LIMITED RETAIL & RESTAURANT USES (SEE COMPLETE LIST ON EXHIBIT B)
4. This site will be developed in accordance with the Development Regulations of the R-HD HIGH DENSITY RESIDENTIAL & C-3 Community Commercial zoning district.
5. Please list all applicable special development regulations or modified regulations to the base zoning district: SEE EXHIBIT B
6. Please provide a statement of the existing and proposed streets, including right-of-way standards and street design concepts: ADJACENT EXISTING STREETS ARE KITTYHAWK DRIVE AND JACOBS DRIVE, BOTH CONSISTING OF RIGHT-OF-WAY WIDTHS OF 50 FEET. NO NEW STREETS ARE PROPOSED.
7. Please describe the physical characteristics of the following:
Sight-proof screening proposed: SIGHT PROOF FENCE TO BE PROVIDED ALONG THE EAST AND WEST PROPERTY LINES

Landscaping proposed: There will be a minimum of 2 trees & 6 shrubs planted for every new building plus 2 trees and 2 shrubs for every ten parking spaces. A variance is requested to allow the reduction in the aforementioned landscaping, to allow landscaping to be located at any location within the SPUD property and to allow at least 30% of the aforementioned landscaped area to be within the adjacent street rights-of-way.



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

Signs proposed: For attached signage Blade Signs and/or letters welded to Awnings shall be permitted, similar to the signs depicted on Exhibits C1, C2 & C3. Free-standing signs shall be limited in height to eight feet and display area to 100 square feet for each side of the sign. One free-standing sign meeting these standards shall be permitted on each street frontage.

Area of open space proposed: A minimum 10% of the site shall consist of landscaped / open space area.

Proposed access points: Access will be from one driveway onto East Kittyhawk Drive and one driveway onto Jacobs Drive

Drainage information: Detention shall not be required.

8. Existing or proposed building size: Estimated size of each proposed building shown on Site Plan.

Maximum building height: 45 feet and 3 stories

Number of existing or proposed buildings: 6 PROPOSED BUILDINGS

Building setbacks – Front: 10 feet along Kittyhawk Dr

Sides: 6 feet on East, Per Ordinance on West

Rear: Two & One-Half Feet along Jacobs Drive

9. Please provide a description of the proposed sequence of development.

Development shall be constructed in a single phase.

B. Other Development Regulations

Please list any other amenities or controls included in the SPUD: See attached Exhibit B for additional use and development regulations

C. Master Plan Map (attached)

Exhibit A: _____

This site will be developed in accordance with the Master Development Plan Map as submitted to the City of Midwest City for approval in conjunction with this request.

Signature

Date

EXHIBIT B
SPUD-
THE BELLOM
ADDITIONAL USE AND DEVELOPMENT REGULATIONS

..cont'd from SPUD Design Statement

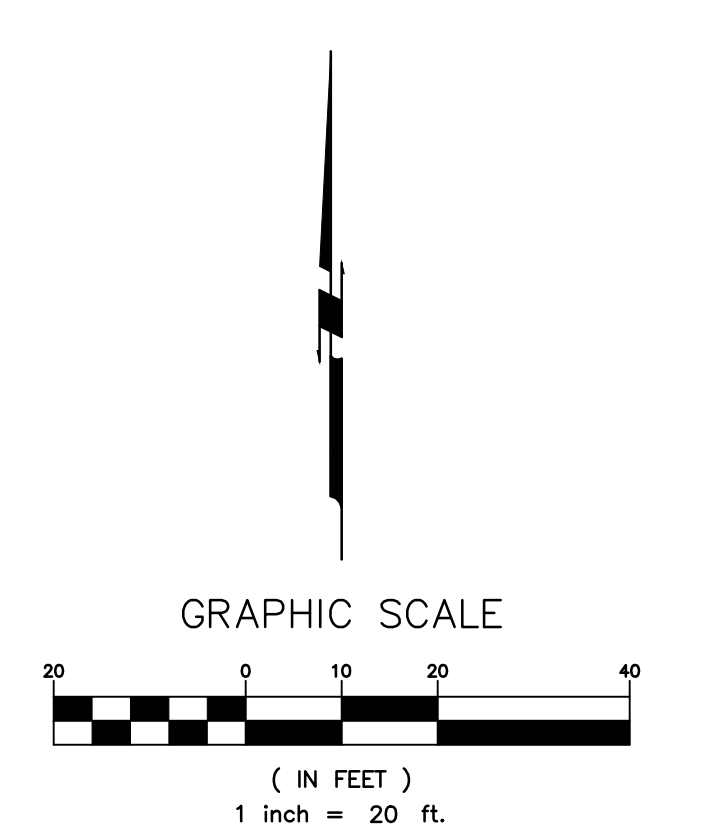
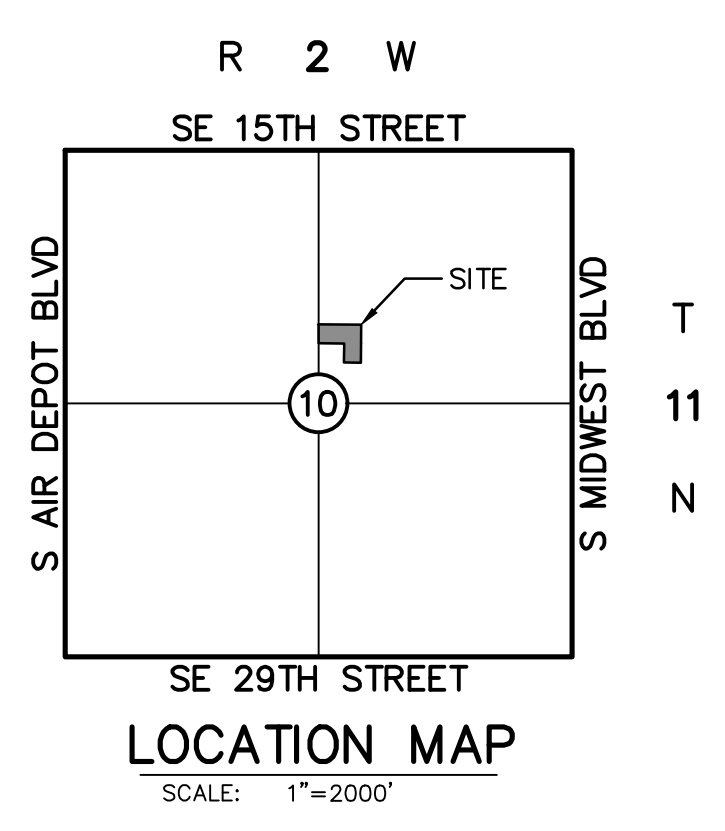
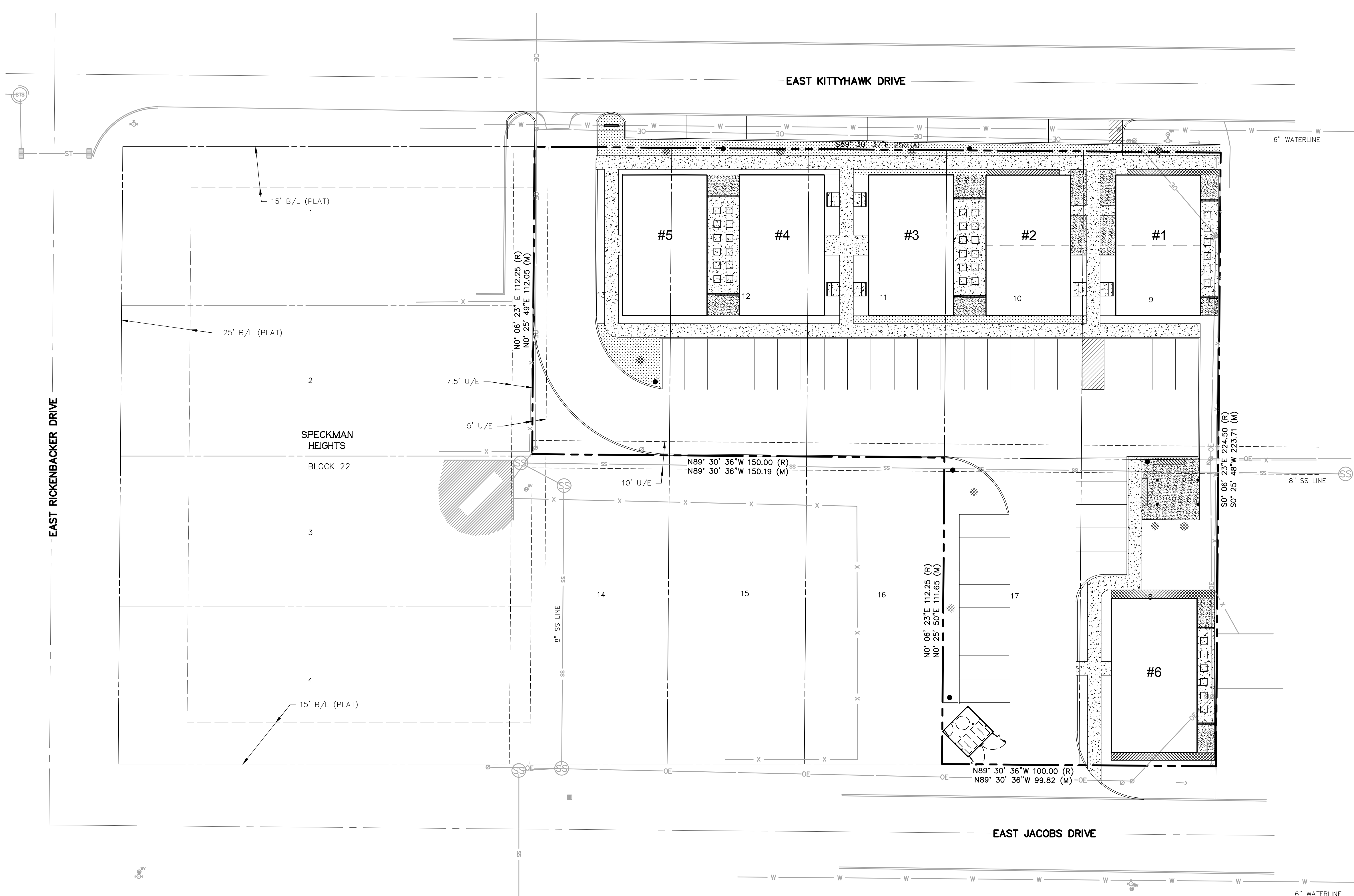
A.3 Property limited to the following specific uses:

- 4.2.4 - Multifamily Residential
- 4.4.1 - Administrative and Professional Office
- 4.4.6 - Animals: Grooming and Sales
- 4.4.21 - Convenience Sales and Personal Services
- 4.4.22 - Drinking Establishments: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted (Site limited to only one & shall not be required Special Use Permit)
- 4.4.26 - Eating Establishments: Sit-Down, Alcoholic Beverages not Permitted
- 4.4.28 - Eating Establishments: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted (Site limited to only one and shall not be required Special Use Permit. Additional establishments shall require Special Use Permit Review & Approval)
- 4.4.29 - Food and Beverage Retail Sales
- 4.4.45 - Personal Services: Restricted
- 4.4.50 - Retail Sales and Services: General

A.5 Modified Development Regulations:

- a. Any C-3 commercial use is restricted to the bottom floor of Buildings 1 and 2.
- b. Intensity of Use for Multifamily is 1,100 square feet per unit
- c. A variance is being requested to allow a Minimum Front Building Setback along Kittyhawk Drive of ten feet. (An amended plat shall be pursued to eliminate the existing platted building setback line)
- d. A variance is being requested to allow a Minimum Building Setback along Jacobs Drive of Two and One-Half Feet to permit larger common open space for residential gathering. (An amended plat shall be pursued to eliminate the existing platted building setback line)
- e. A variance is requested to permit a Minimum Side Yard Building Setback along the East boundary of six feet
- f. Minimum Side Yard Building Setback along West boundary is five feet
- g. Building height for the entire site shall be no more than 45 feet, 3 stories. A variance is being requested to eliminate the setback height restrictions in Section 5.4.2 of the Municipal Code.
- h. Maximum Building Coverage for entire site is 30%.
- i. Maximum Impervious Surface Coverage (including buildings) for entire site is 90%.
- j. A sidewalk, 5 feet wide, shall be provided along Kittyhawk Drive.
- k. No more than 35 parking spaces shall be required for the development.

- l. A variance is requested to allow on-street parking along East Kittyhawk Drive and to permit a stall length of 22 feet.
- m. A variance is requested to permit two-way aisle widths, not serving parking spaces, to be 22 feet minimum; and 24 feet for two-way aisles serving parking spaces.
- n. A variance is requested to permit a fire lane access of less than 26 feet.
- o. Driveway radius may extend beyond property line if appropriate adjacent owner agreement provided
- p. A variance is being requested to permit the dumpster area to be in the area depicted on the Master Plan and to allow all sides of the area to be sight proof screened with either wood stockade, brick, stucco or masonry products.



AREA SUMMARY	
TOTAL PROJECT AREA	= 39,158 SQ. FT. (100%)
IMPERVIOUS AREA (INCL. BUILDING AREA)	= 31,499 SQ. FT. (81%)
LANDSCAPE/OPEN AREA	= 7,659 SQ. FT. (19%)
BUILDING AREA	= 9,658 SQ. FT. (25%)

PRELIMINARY
 THIS DOCUMENT IS PRELIMINARY
 IN NATURE AND IS NOT A FINAL
 SIGNED AND SEALED DOCUMENT

**THE BELLOM
 KITTYHAWK CONDOS**
 206-214 E. KITTYHAWK DRIVE
 MIDWEST CITY, OK 73110
**MASTER PLAN MAP
 EXHIBIT A**

NO.	REVISIONS DESCRIPTION	DATE

Proj. No.: 19-017
 Date: 07/20/19
 Scale: (Horiz.) 1"=20'
 (Vert.) N/A
 Drawn By: JMS
 Checked By: MGS
 Approved By:

SHEET NUMBER
EXH

RUBBS CONSULTING, LLC
 CIVIL ENGINEERING & LAND PLANNING
 1801 N. W. 10th Street
 Yuba, OK 73099
 Phone: (405) 265-0641
 Fax: (405) 265-0649
 GRUBBS CONSULTING, LLC, CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 09/30/20

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : July 24th, 2019

Subject : Engineering staff comments for pc-2012 re-plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2012:

Water Supply and Distribution

A six (6) inch public water main is located on the south side of East Jacobs Drive in the street right-of-way extending along the south side of the area of request. A six (6) inch public water main is located on the south side of East Kittyhawk Drive in the street right-of-way extending along the north side of the area of request. Public water mains extend across the full frontages of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Refer to the Fire Department memo for additional comments related to water lines and fire protection.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated fifteen (15) foot utility easement that bisects the area of request from the east to the west. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from East Jacobs Drive and East Kittyhawk Drive. Both East Jacobs Drive and East Kittyhawk Drive are classified as local roads in the 2008 Comprehensive Plan. East Jacobs Drive and East Kittyhawk Drive are two (2) lane, curbed, asphalt concrete roadways. Current code requires a total street right-of-way widths of fifty (50) feet for local roads and presently, East Jacobs Drive and East Kittyhawk Drive have fifty (50) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application

East Jacobs Drive and East Kittyhawk Drive do not meet current code requirements for sidewalks. Sidewalk along the full frontage of both roads is required as part of any building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is undeveloped. It slopes to the north west and the south west draining onto East Jacobs Drive and East Kittyhawk Drive, respectively. Both East Jacobs Drive and East Kittyhawk Drive drain west down the gutter lines to the City's underground drainage system. Drainage and detention improvements, as needed, will be part of any building permit application. There will be no increase to the volume of water leaving the site.

None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

Easements and Right-of-Way

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



Midwest City Fire Department

8201 E. Reno Avenue
Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2012

PC-2012 is a request to rezone several parcels from R-6, Single Family Residential to SPUD governed by High Density Residential for multi-family and commercial development. These lots have frontage on E. Kittyhawk and E. Jacobs. The developer, Jeff Johnson, is proposing 6 multi-family buildings. Two of the buildings will also have commercial uses on the bottom floor.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the 2015 International Fire Code.
- Fire Department Connections are required to be located within 50 feet of the nearest fire hydrant.
- Fire Hydrants shall not be spaced further than 400 feet from each other.
- Fire Department Connections shall meet the requirements set forth in Midwest City Fire Department Administrative Ruling 2019-02.
- Fire lane minimum allowable width to be 24'-0"
- No issues in regards to the use of the property

Duane Helmberger
Fire Marshal
Midwest City Fire Department

Kim McNew
204 East Jacobs Drive
Midwest City, OK 73110
405 410-4897

August 1, 2019

Billy D. Harless,
Community Development Director
City of Midwest City, Oklahoma
100 North Midwest Boulevard
Midwest City, OK 73110

RE: **Formal Legal Protest**

Dear Mr. Harless:

I, Kim McNew, along with other owners of properties surrounding the 'Simplified Planned Unit Development (SPUD)' as described below, protest the redistricting and building of said project: Names and signatures provided.

AN ORDINANCE TO REDISTRICIT

FROM: R-6, Single Family Detached Residential

TO: Simplified Planned Unit Development (SPUD) governed by the R-HD, High Density Residential District

AND A RESOLUTION TO AMEND THE COMPREHENSIVE PLANT

FROM: LDR, Low Density Residential and PSP, Public/Semi-Public

TO: HDR, High Density Residential

For the property described as Lots 9-13 and Lot 17-18 of Block 5 of the Pine Addition.

Reason for Protest:

REASON #1: More traffic ... this is a residential area where children play and walk to school each day (2 schools in the area) ... There will not only be those using the 34 apartments, but, those working in the six (6) retail stores, customers visiting the retail stores, plus delivery trucks - delivering to eating establishments; alcoholic establishments, etc. etc.

REASON #2: Parking ... only 35 actual parking spots are provided ... (all additional parking will be on the streets to ~~34~~ **apartment units with 37 bedrooms**; **1** Administrative & Professional Office; **1** Animal retail space (grooming and sales); **1** Convenience store; **1** Alcoholic Drinking establishment; **1** Eating establishment (non-alcoholic); **1** Food & Beverage Retail Sales (taken from documents provided by the City of MWC) ...

Page Two
August 1, 2019
Formal Legal Protest

REASON #3: Alcohol being brought/pushed into the area ... DRUNK DRIVERS? Anytime you have alcohol, there is drunk driving and crime increases ... these do NOT need to be in the middle of MWC residential property(ies)

REASON#4: Noise ... the numbers of cars and people and lateness of the hours are going to place undue stress on residents.

We, the residents of the Pine District, implore you to please not allow this to come into our neighborhood.

Sincerely,


Kim McNew

THESE SIGNATURES ARE IN PROTEST OF THIS ACTION BEING APPROVED:

AN ORDINANCE TO REDISTRIC

FROM: R-6, Single Family Detached Residential

TO: Simplified Planned Unit Development (SPUD) governed by the R-HD, High Density Residential District.

AND A RESOLUTION TO AMEND THE COMPREHENSIVE PLANT

FROM: LDR, Low Density Residential and PSP, Public/Semi-Public

TO: HDR, High Density Residential

Name

Address

Signature

Kim McNew	204 E Jacobs Dr	Kim McNew
Sherry Stevens	212 E Jacobs Dr	Sherry A. Stevens
Archie Stevens	212 E Jacobs Dr	Archie Stevens
Terry Almon	214 E Jacobs Dr	Terry Almon
Linda Campbell	216 E. Jacobs Dr	Linda Campbell
Richard McCoy	222 E. Jacobs Dr	Richard McCoy
Summer McCoy	222 E. Jacobs Dr	Summer McCoy
Susan Shatley	224 E Jacob Dr.	Susan Shatley
James Dyer	231 E Jacobs Dr.	James Dyer
Beverly Dyer	231 East Jacobs Dr.	Beverly Dyer
Bill Hyslop	223 E. Kitty Hawk	Bill Hyslop
Raque Rodriguez	218 E. Kittyhawk Dr.	Raque Rodriguez
Mary Glasgow	225 E Kittyhawk Dr.	Mary Glasgow
Connie Trujillo	206 E Jacobs Dr	Connie Trujillo
Alice Colender	207 E Atkinson Dr	Alice Colender
James Dyer	100 West Libec Lane	James Dyer

THESE SIGNATURES ARE IN PROTEST OF THIS ACTION BEING APPROVED:

AN ORDINANCE TO REDISTRICT

FROM: R-6, Single Family Detached Residential

TO: Simplified Planned Unit Development (SPUD) governed by the R-HD, High Density Residential District.

AND A RESOLUTION TO AMEND THE COMPREHENSIVE PLANT

FROM: LDR, Low Density Residential and PSP, Public/Semi-Public

TO: HDR, High Density Residential

Name	Address	Signature
AMBER PARSONS	102 E. LILAC LN, MWC, OK 73110	Amber Clark Parsons
Eric Brandt	301 E Harmon Dr. MWC OK	Eric Brandt
James Wheeler	313 E. Harmon Dr. MWC	James Wheeler
Kathy Baker	306 E Harmon Dr	Kathy Baker
Pam Roberts	270 E Jacob Dr	Pamela P. Roberts
Laura Rebert	210 E. Jacobs Dr	Laura Rebert
Lora Williams	515 E Rickenbacker	Lora Williams
Mani Berry	513 E Rickenbacker	Mani Berry
Mary Layman	579 E. Rickenbacker	Mary Layman
Krista Barrego	202 E. Jacobs	Krista Barrego
Waino KE Sanders	309 E. Harmon Dr.	Waino KE Sanders
RONALD MASONER	224 E. KITTYHAWK DR.	Ronald W Masoner
Cary Ullm	227 E. Kittyhawk Dr.	Cary Ullm
Myriam Guardado	105 E. Kittyhawk Dr.	Myriam Guardado
MARCUS MILLER	106 East Lilac Ln.	Marcus Miller
Mary Morgan	203 E Marshall Dr. Midwest City	Mary Morgan

THESE SIGNATURES ARE IN PROTEST OF THIS ACTION BEING APPROVED:

AN ORDINANCE TO REDISTRICIT

FROM: R-6, Single Family Detached Residential

TO: Simplified Planned Unit Development (SPUD) governed by the R-HD, High Density Residential District.

AND A RESOLUTION TO AMEND THE COMPREHENSIVE PLANT

FROM: LDR, Low Density Residential and PSP, Public/Semi-Public

TO: HDR, High Density Residential

Name

Address

Signature

John L Reames 209 E KITTYHAWK Midwest city OK 73110

John L Reames

Ronnie Carter

208 East Jacobs Street

Midwest City, Oklahoma 73110

July 29, 2019

To: Planning Commission of Midwest City, Oklahoma

This is in regard to the hearings relating to Lots 9-13 and Lots 17-18 of Block 5 of the Pine Addition.

The purpose of this letter is to request:

1. Denial of a change in ordinance to redistrict
2. Denial of the resolution to amend the comprehensive plan.

As you know, this entire area is known as the "Original Mile". Many homes in the Original Mile were removed to make room for the new retail area along 29th Street that modernized Midwest City. You probably remember that there were a lot of hurt feelings and negativity surrounding that time period. However, even though it was the residents of the Original Mile that bore the blunt of the changes, the residents did accept and see it as a positive thing for the entire city.

As time passed, there started being a feeling of "pride" in living in the Original Mile. The homes are still being renovated, with each street and area slowly becoming more beautiful and safe. The City itself even erected markers in a few locations commemorating the area as "The Original Mile". The place where Midwest City began. We all know the area has a flavor of it's own. While there are a few duplexes, the residential area is almost entirely small, single story, individual, well spaced homes of a particular architecture. When we walk outside, we can see the skyline. It's quiet. You know and trust your neighbors.

The proposed plan goes against everything this residential area is. It will add crowding in a very small area, create noise, and parking problems. It even includes retail stores, restaurants and drinking establishments. This is entirely out of place. The residents of this area have given enough space for retail in the past, and do not need it plunked down right in the middle of our neighborhoods. I believe this would kill the "pride" movement. And we can forget about seeing the skyline with three-story structures in front of us.

Alternatives:

1. I was hoping for the city to purchase the subject property and develop a small park for the kids. There is the Lions Park on the east side along Midwest Blvd and Elks Park behind the retail outlets on the south side of the area. While they're both very nice, there is definitely a need for a park closer to the middle of the Original Mile. Nothing elaborate, but somewhere not so far away for the children to play.

I know this is a financial commitment on the part of the city and sometimes not so easy to accomplish.

2. The other "hope" is for the property developer to reconsider their proposal and submit a plan that fits into the surrounding community. Remembering what we are; small, single story, individual, well spaced homes. A plan that will be a positive for the area, rather than the negative it now appears.

I appreciate your consideration of this very important decision. A decision that will affect many residents of the Original Mile, as well as the historical significance of the area where Midwest City began.


Ronnie Carter

THESE SIGNATURES ARE IN PROTEST OF THIS ACTION BEING APPROVED:

AN ORDINANCE TO REDISTRICIT

FROM: R-6, Single Family Detached Residential

TO: Simplified Planned Unit Development (SPUD) governed by the R-HD, High Density Residential District.

AND A RESOLUTION TO AMEND THE COMPREHENSIVE PLANT


FROM: LDR, Low Density Residential and PSP, Public/Semi-Public

TO: HDR, High Density Residential

Name

Address

Signature

Brenda Holland PO Box 30876 Milwaukee, WI 53240 

(109 E Libac Ln)

THESE SIGNATURES ARE IN PROTEST OF THIS ACTION BEING APPROVED:

AN ORDINANCE TO REDISTRICIT

FROM: R-6, Single Family Detached Residential

TO: Simplified Planned Unit Development (SPUD) governed by the R-HD, High Density Residential District.

AND A RESOLUTION TO AMEND THE COMPREHENSIVE PLANT

FROM: LDR, Low Density Residential and PSP, Public/Semi-Public

TO: HDR, High Density Residential

Name	Address	Signature
Mary OLIVAS	4301 High Forest Rd. Colorado Springs, 80908	Mary Olivas

own: 213 E. Kittyhawk.

THESE SIGNATURES ARE IN PROTEST OF THIS ACTION BEING APPROVED:

AN ORDINANCE TO REDISTRIC





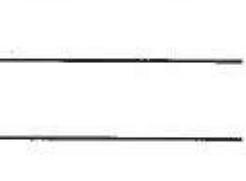

FROM: R-6, Single Family Detached Residential

TO: Simplified Planned Unit Development (SPUD) governed by the R-HD, High Density Residential District.

AND A RESOLUTION TO AMEND THE COMPREHENSIVE PLANT

FROM: LDR, Low Density Residential and PSP, Public/Semi-Public

TO: HDR, High Density Residential

Name	Address	Signature
Jared Munguia	316 E Harmon	
	537 E Ercole	
	405 E Northrup	
	304 E Jacobs	
	204 W Mimosa	
	311 W Marshall	

This may turn
into Low Income
Housing?
Single Bedroom Units
you can call if
you want YUK!
-732-3522

THESE SIGNATURES ARE IN PROTEST OF THIS ACTION BEING APPROVED:

AN ORDINANCE TO REDISTRIC

FROM: R-6, Single Family Detached Residential

TO: Simplified Planned Unit Development (SPUD) governed by the R-HD, High Density Residential District.

AND A RESOLUTION TO AMEND THE COMPREHENSIVE PLAN

FROM: LDR, Low Density Residential and PSP, Public/Semi-Public

TO: HDR, High Density Residential

Name

Address

Signature

Curtis Cherry 1425 S. Fairmont Curtis Cherry

(218 E Jacobs Dr)

207 E Kittyhawk

THESE SIGNATURES ARE IN PROTEST OF THIS ACTION BEING APPROVED:

AN ORDINANCE TO REDISTRICIT

FROM: R-6, Single Family Detached Residential

TO: Simplified Planned Unit Development (SPUD) governed by the R-HD, High Density Residential District.

AND A RESOLUTION TO AMEND THE COMPREHENSIVE PLANT

FROM: LDR, Low Density Residential and PSP, Public/Semi-Public

TO: HDR, High Density Residential

Name

Address

Signature

Selene 307 W Lilac Ln Selene Hdez

Tamara Beadle 117 W. Lilac Ln. Tamara Beadle

Joe Beadle 119 W. Lilac Ln. Joe Beadle

Roger Kubi 112 W Lilac Ln Roger Kubi

Blair Callin 111 W. Lilac Ln Blair Callin

Bobt Hansen 311 Showalter Bobt Hansen

Linda Jarber 206 E. Fairchild Linda Jarber

Andrew Silber 306 E. Gammann Dr Andrew Silber

Kenzie McCrary 913 E. Lockheed Kenzie McCrary

Rich Merris 2005. Marshall Richard D. Merris

TRESA Cantrell 902 W. Douglas Dr Tresa Cantrell

Laurann Donahue 400 E. Atkinson Dr Laurann Donahue

Kerry Martinez 918 E. Lockheed Dr. Kerry Martinez

Chris Pilgrim 517 W. Bickelbacker Chris Pilgrim

1 **PC-2012**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO SIMPLIFIED PLANNED UNIT DEVELOP-**
5 **MENT (SPUD), AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**
6 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZON-**
7 **ING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to Simplified Planned Unit Development, SPUD, subject to the conditions contained in the PC-
12 2012 file, and that the official Zoning District Map shall be amended to reflect the reclassifica-
13 tion of the property’s zoning district as specified in this ordinance:

14 Lots 9-13 and Lot 17-18 of Block 5 of the Pine Addition, Midwest City, Oklahoma

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

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

20 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
21 on the _____ day of _____, 2019.

22 THE CITY OF MIDWEST CITY, OKLA-
23 HOMA

24 _____
25 MATTHEW D. DUKES II, Mayor

26 ATTEST:

27 _____
28 SARA HANCOCK, City Clerk

29 APPROVED as to form and legality this _____ day of _____, 2019.

30 _____
31 HEATHER POOLE, City Attorney

RESOLUTION NO. 2019-_____

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM LDR, LOW DENSITY RESIDENTIAL TO HDR, HIGH DENSITY RESIDENTIAL, FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as LDR, Low Density Residential:

Lots 9-13 and Lot 17-18 of Block 5 of the Pine Addition, Midwest City, Oklahoma.

WHEREAS, it is the desire of the Midwest City Council to amend the classification of the referenced property to High Density Residential;

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

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Commercial on the 2008 Comprehensive Plan Map.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2019.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2019.

HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 10, 2019

Subject: (PC – 2013) Discussion and consideration of approval of the Midwest City Collision Office Park Final Plat, described as a part of the SW/4 of Section 12, T11N, R2W, located at 9209 SE 29th.

Executive Summary: The preliminary plat for this development was approved September 25, 2018. This final plat is consistent with the approved preliminary plat. The only public improvement required with the preliminary plat was for sidewalks along the frontage of the property. The Subdivision Regulations require that the improvements be installed prior to application for a final plat or the applicant may post a bond for the improvements and install them during construction. The applicant presented staff with a cash bond on July 10, 2019. The City Engineer reviewed the engineer's estimate and determined that the amount of the bond was sufficient for the required sidewalk improvements. The sidewalk must be installed during construction of the building and must be complete and approved prior to issuance of a Certificate of Occupancy for the building. An HOA is not required with this final plat. Staff recommends approval.



Dates of Hearing: Planning Commission –August 6, 2019
City Council – August 27, 2019

Council Ward: Ward 2 – Councilmember Pat Byrne

Owner/Applicant: Daniel Van Winkle

Engineer: Derek Jackson

Proposed Use: Midwest City Collision Office Park

Size:

The area of request has frontage of approximately 372' along SE 29th and contains an area of approximately 111,513 square feet.

Zoning Districts:

Area of Request – PUD, Planned Unit Development governed by I-2, Moderate Industrial
North – R6, Single Family Residential and R-HD, High Density Residential
East - R6, Single Family Residential
West – R-6, Single Family Residential and C-1, Restricted Commercial
South - OKC

Land Use:

Area of Request – Vacant building
North – vacant and small apartment complex
East – vacant building
West – vacant restaurant
South - vacant

Municipal Code Citation:

38-19 *Final Plat*
38-18.1. *Purpose*

The purpose of a Final Plat is to ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

History:

1. The parcel addressed as 9209 SE 29th was zoned from low density residential to commercial in 1974 and has remained zoned as such since.
2. The parcel addressed as 9213 SE 29th was zoned from low density residential to industrial in 1969 and has remained zoned as such since.
3. The parcel addressed as 9233 SE 29th has been zoned single family residential since the adoption of the 1986 Zoning Map.
4. The Planning Commission recommended approval of PC-1949, excluding the requested variance for 40% masonry materials at their May 1, 2018 meeting.
5. City Council approved PC-1949, the PUD for Midwest City Collision Center, at their May 22, 2018 meeting.
6. The preliminary plat for the area of request was approved September 28, 2019.
7. Planning Commission recommended approval of this item August 6, 2019.

Engineer's Comments:

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of a public sidewalk extension or post a bond equal to its construction costs prior to the final plat application.

As required, the applicant has posted a performance bond for the sidewalk improvements.

Easements and Right-of-Way

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

Fire Marshal's Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15. Hydrant spacing may not exceed 400 feet.

Staff Comments:

This final plat proposes to combine three lots into one lot for development of a collision center and future office park.

The only public improvement required with the preliminary plat application was sidewalks along the frontage. The applicant has chosen to submit a bond for the cost of the improvements in order for the final plat to move forward. The applicant plans to install the required sidewalk during the construction process for the new building. The sidewalk will be a requirement of the building permit and must be installed by the applicant and approved by staff prior to a Certificate of Occupancy being issued for the business.

This requested final plat is consistent with the approved preliminary plat and meets the requirements of the Subdivision Regulations. Staff recommends approval.

Action Required: Approve or reject the Midwest City Collision Office Park Final Plat located on the property as noted herein, subject to the staff comments and found in the September 10, 2019 agenda packet and made a part of PC- 2013 file.



Billy Harless, AICP
Community Development Director
KG

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : July 10th, 2019

Subject : Engineering staff comments for pc-2013 final plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2013:

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of a public sidewalk extension or post a bond equal to its construction costs prior to the final plat application.

As required, the applicant has posted a performance bond for the sidewalk improvements.

Easements and Right-of-Way

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



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2013

PC-2013 is a request for the Final Plat of Midwest City Collision Office Park. This is located at 9209, 9213 and 9233 SE 29th. This plat combines the three properties.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.
- Verify fire hydrant spacing does not exceed 400 feet.

Duane Helmberger
Fire Marshal
Midwest City Fire Department

FINAL PLAT MIDWEST CITY COLLISION OFFICE PARK

A PART OF THE SOUTHWEST QUARTER OF SECTION 12, T11N, R2W, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
THAT _____, HEREBY CERTIFIES THAT THEY ARE THE OWNER OF AND THE ONLY PERSON OR ENTITY HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE PLAT OF ST. CHARLES PLACE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH RANGE 2 WEST THENCE S89°47'06"E A DISTANCE OF 937.93 FEET; THENCE N0°03'16"E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE N0°03'16"E A DISTANCE OF 235.00 FEET; THENCE S89°47'06"E A DISTANCE OF 133.00 FEET; THENCE N0°03'16"E A DISTANCE OF 100.00 FEET; THENCE S89°47'06"E A DISTANCE OF 239.82 FEET; THENCE S00°01'09"E A DISTANCE OF 335.00 FEET; THENCE N89°47'06"W A DISTANCE OF 372.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.56 ACRES MORE OR LESS.

THEY FURTHER CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN ON THE SAID FINAL PLAT, WHICH SAID FINAL PLAT REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN. THEY FURTHER CERTIFY THAT THEY ARE THE OWNER OF AND THE ONLY PERSON, FIRM, OR CORPORATION WHO HAS ANY RIGHT, TITLE, OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED FINAL PLAT AND THEY DO HEREBY DEDICATE ALL STREETS, UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON SAID FINAL PLAT TO THE USE OF THE PUBLIC, FOR PUBLIC DRAINAGE AND UTILITIES FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNEES FOREVER AND HAS CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES.

WITNESSED BY OUR HAND(S) THIS ____ DAY OF _____, 20__.

DCDJ PROPERTIES LLC
2905 W. GLENHAVEN DRIVE
MIDWEST CITY, OK 73110

DANIEL VAN WINKLE

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 20__, PERSONALLY APPEARED DANIEL VAN WINKLE AS MANAGER OF ST. JAMES PLACE LLC, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SIGNED THE NAME OF THE MAKER TO THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

NOTARY PUBLIC

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR OKLAHOMA COUNTY AND STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO SAID LAND SHOWN ON THE FINAL PLAT OF ST. CHARLES PLACE, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA APPEARS TO BE VESTED IN MIDWEST CITY COLLISION OFFICE PARK, AND THAT ON THE ____ DAY OF _____, 20__, THERE ARE NO ACTIONS PENDING OR JUDGMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND OR THE OWNER(S) THEREOF, THAT THE TAXES ARE PAID FOR THE YEAR 20__, AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND AND NO TAX DEEDS ARE ISSUED TO ANY PERSON, THAT THERE ARE NO LIENS OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE FINAL PLAT EXCEPT EASEMENTS, MORTGAGES AND MINERALS CONVEYANCES OF RECORD.
EXECUTED AT _____ IN _____ COUNTY, OKLAHOMA, ON THIS ____ DAY OF _____, 20__.

FIRST AMERICAN TITLE INSURANCE COMPANY
133 N.W. 8TH STREET
OKLAHOMA CITY, OK 73102

BY: _____ BY: _____
SECRETARY AUTHORIZED OFFICER

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 20__, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF AND THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, ON BEHALF OF SAID INDIVIDUAL, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, JAMES S. YAGER, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, AND THAT THE FINAL PLAT OF MIDWEST CITY COLLISION OFFICE PARK, AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, CONSISTING OF ONE SHEET, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE ____ DAY OF _____, 20__, AND THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-109 OF THE OKLAHOMA STATE STATUTES.

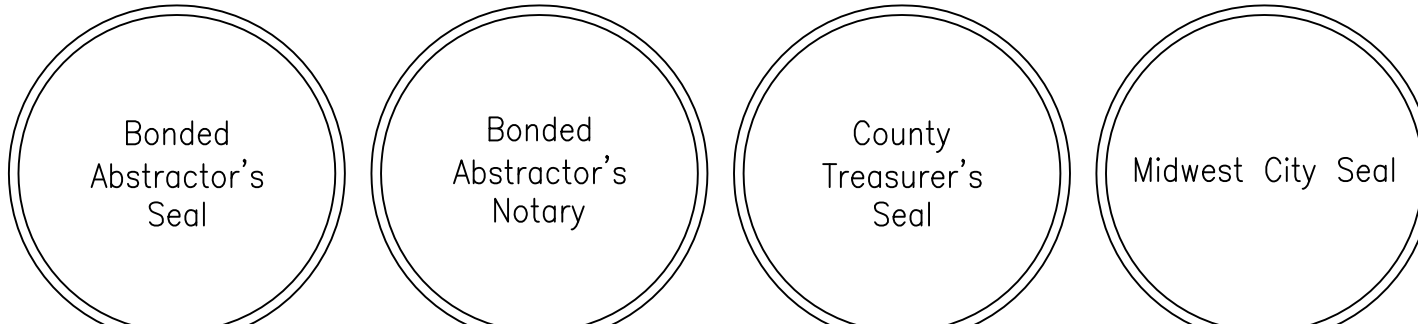
James S. Yager
Licensed Professional Land Surveyor No. 1006
Certificate of Authorization Number 2778
Expires: 6-30-2019
1212 South Air Depot Number 19 Suite 102
Midwest City, Oklahoma 73110
405-737-3412

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

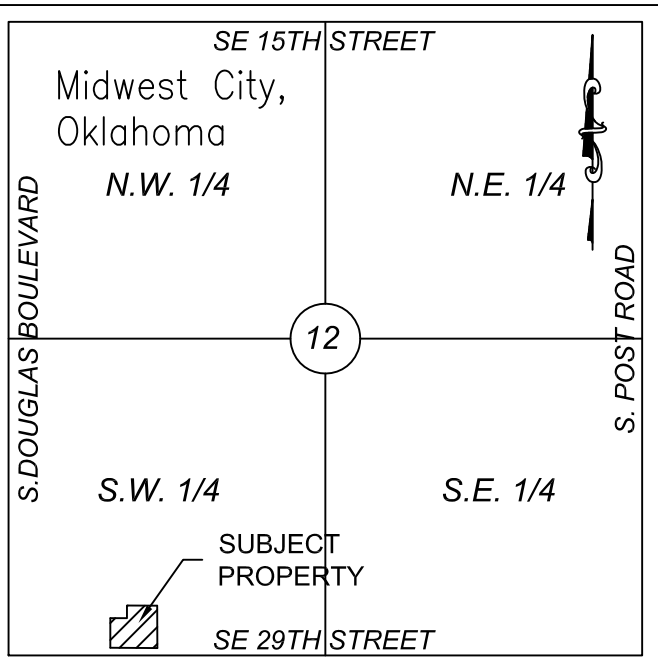
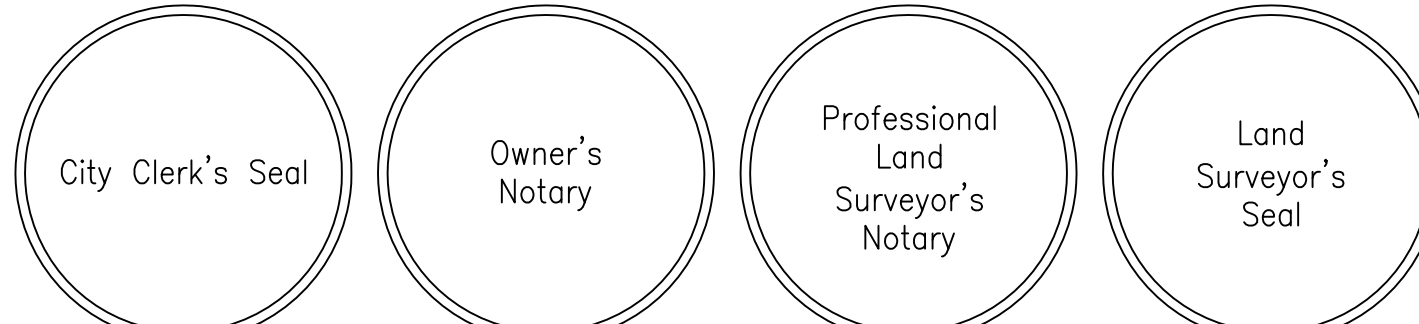
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2019, PERSONALLY APPEARED TROY DEE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND HE EXECUTED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
MY COMMISSION EXPIRES: _____, 20__
MY COMMISSION NUMBER: _____

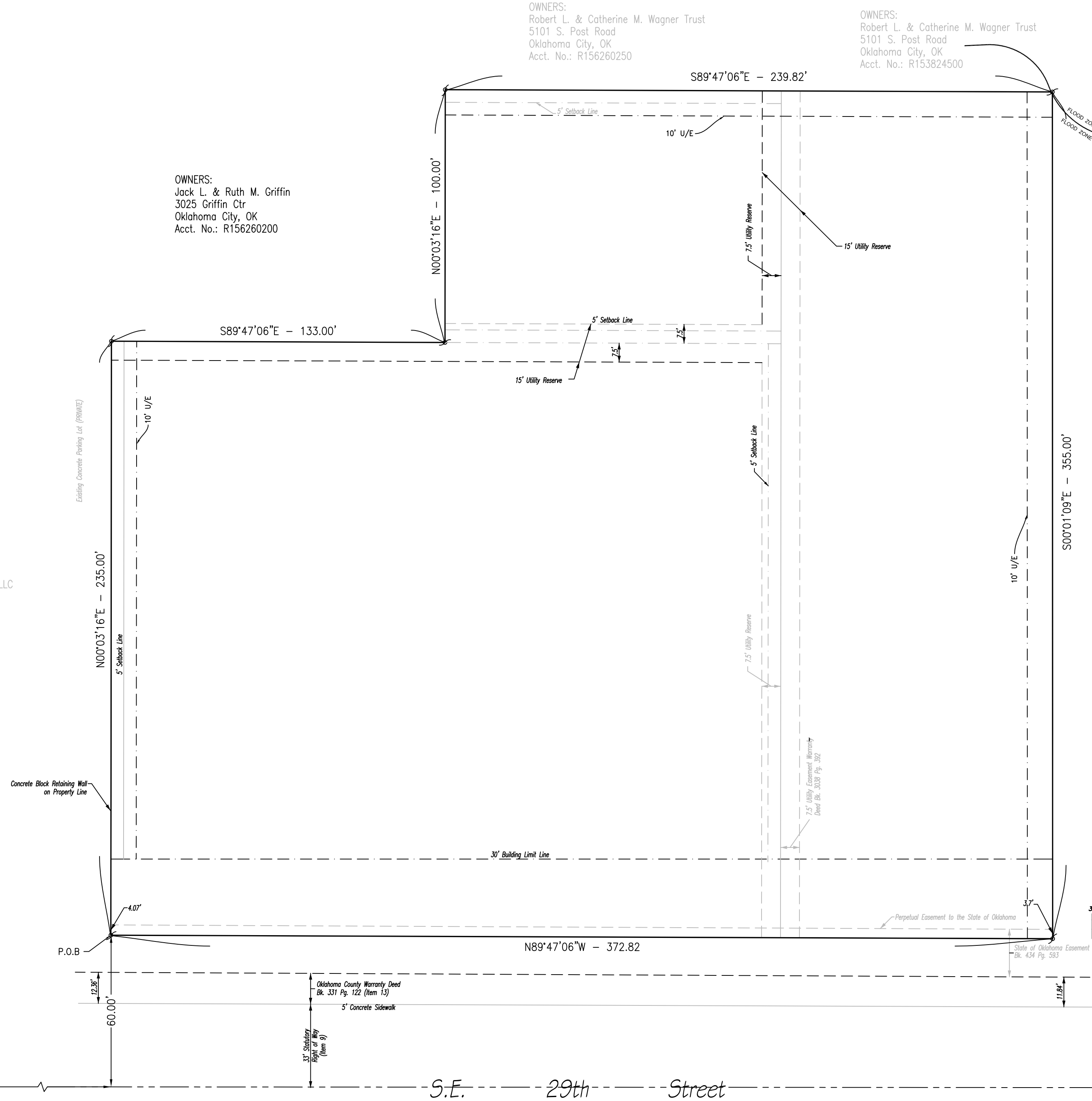
NOTARY PUBLIC



LEGAL DESCRIPTION:
A PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH RANGE 2 WEST OF THE INDIAN MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH RANGE 2 WEST THENCE S89°47'06"E A DISTANCE OF 937.93 FEET; THENCE N0°03'16"E A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE N0°03'16"E A DISTANCE OF 235.00 FEET; THENCE S89°47'06"E A DISTANCE OF 133.00 FEET; THENCE N0°03'16"E A DISTANCE OF 100.00 FEET; THENCE S89°47'06"E A DISTANCE OF 239.82 FEET; THENCE S00°01'09"E A DISTANCE OF 335.00 FEET; THENCE N89°47'06"W A DISTANCE OF 372.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.56 ACRES MORE OR LESS.



Vicinity Map
Section 12, Township 11N, Range 2W
Not To Scale



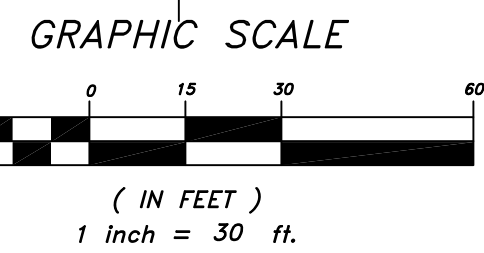
OWNERS:
Fred E. & Donna S. Browdy
9628 S.E. 29th
Oklahoma City, OK
Acct. No.: R153824400

OWNERS:
Robert L. & Catherine M. Wagner Trust
5101 S. Post Road
Oklahoma City, OK
Acct. No.: R153824500

OWNERS:
Robert L. & Catherine M. Wagner Trust
5101 S. Post Road
Oklahoma City, OK
Acct. No.: R156260250

OWNERS:
Jack L. & Ruth M. Griffin
3025 Griffin Ctr
Oklahoma City, OK
Acct. No.: R156260200

OWNERS:
Griffin Properties OKC LLC
3025 Griffin Ctr
Oklahoma City, OK
Acct. No.: R156260150



CITY PLANNING COMMISSION APPROVAL
I, THE UNDERSIGNED, CHAIRMAN OF THE CITY PLANNING COMMISSION OF THE CITY OF MIDWEST CITY, OKLAHOMA, DO HEREBY CERTIFY THAT SAID PLANNING COMMISSION DULY APPROVED THE FINAL PLAT OF MIDWEST CITY COLLISION OFFICE PARK, AN ADDITION TO THE CITY OF MIDWEST CITY, A PART OF THE SW/4, SECTION 12, T11N-R2W,I.M., OKLAHOMA COUNTY, ON THE ____ DAY OF _____, 20__.

CHAIRMAN

CERTIFICATE OF COUNTY TREASURER

I, FORREST FREEMAN, DO HEREBY CERTIFY THAT I AM DULY ELECTED, QUALIFIED, AND COUNTY TREASURER OF OKLAHOMA COUNTY, STATE OF OKLAHOMA AND THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR 20__ AND PRIOR YEARS ON THE LAND SHOWN ON THE FINAL PLAT OF MIDWEST CITY COLLISION OFFICE PARK; THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARANTEEING PAYMENT OF THE CURRENT YEAR'S TAXES.
IN WITNESS WHEREOF SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT IN OKLAHOMA COUNTY, STATE OF OKLAHOMA, THIS ____ DAY OF _____, 20__.

COUNTY TREASURER - FORREST FREEMAN

APPROVAL OF PLAT AND ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF MIDWEST CITY, OKLAHOMA, THAT THE FINAL PLAT OF MIDWEST CITY COLLISION OFFICE PARK HEREON IS HEREBY APPROVED AND ACCEPTED.

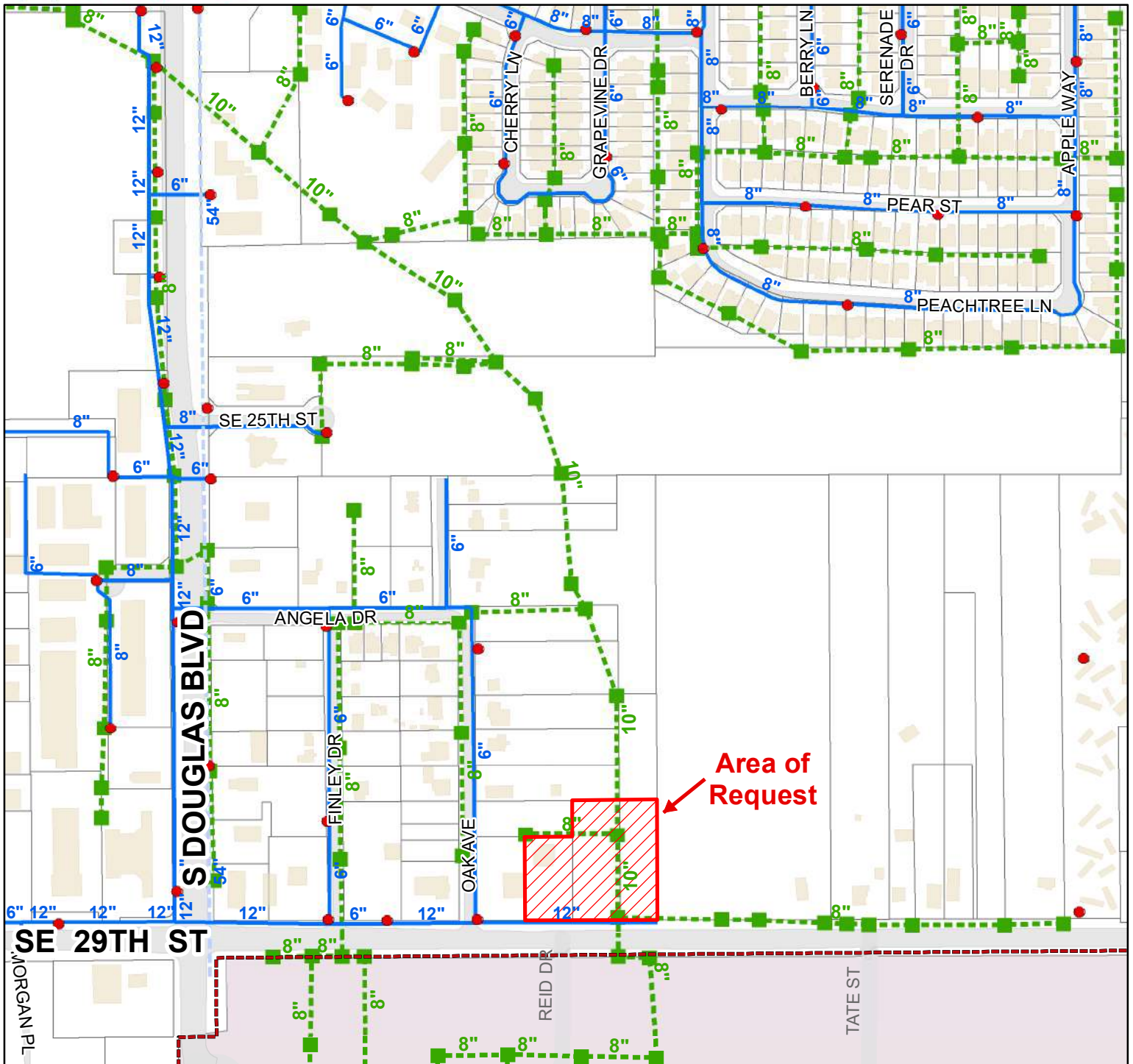
ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA THIS ____ DAY OF _____, 20__

MAYOR - MATT DUKES

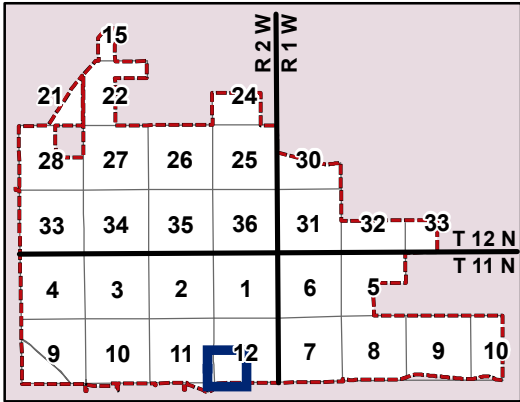
CITY CLERK - SARA HANCOCK

FLOOD ZONE INFORMATION
BY GRAPHIC PLOTTING ONLY, THE SUBJECT TRACT IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP, PANEL NUMBER 40109C0340H, WITH AN EFFECTIVE DATE OF DECEMBER 18, 2009, WHICH IS THE CURRENT MAP FOR THIS AREA.

FINAL PLAT: MIDWEST CITY COLLISION OFFICE PARK
<p>JACKSON & JACKSON ENGINEERING 5350 S. WESTERN AVENUE, SUITE 222 OKLAHOMA CITY, OK 73109 PHONE: (405) 225-1978; FAX: (844) 278-2997 CERT. AUTH. #3770, EXPIRES JUNE 30, 2019</p>



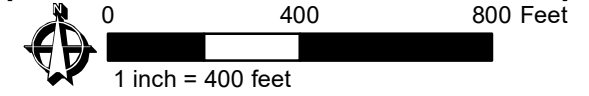
Locator Map



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-2013 (SW/4, Sec. 12, T11N, R2W)

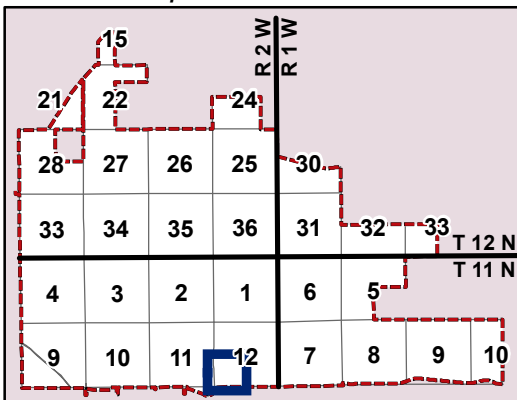


THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



Copyright nearmap 2015

Locator Map



**2019 NEARMAP AERIAL VIEW FOR
PC-2013
(SW/4, Sec. 12, T11N, R2W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 10, 2019

Subject: (PC – 2014) Discussion and consideration of approval of the Replat of Lot 4 of Block 9 of the Pointon City Addition Blocks 6, 7, 8, 9, & 10 described as a part of the NE/4 of Section 6, T11N, R1W, addressed as 10909 Bellview Dr.

Executive Summary: This item is a request to approve a replat of Lot 4 of Block 9 of the Pointon City Addition Blocks 6, 7, 8, 9, & 10. This would subdivide a single parcel into two (2) individual parcels. Waivers to half-street improvements and sidewalks are requested. Staff had the pre-application meeting with the applicant before Council suggested discussion of an impact fee or fee in lieu of these improvements or requiring the improvements regardless of whether or not there is an improved street and/or sidewalk to connect to. As this application meets the requirements of the Subdivision Regulations, staff recommends approval of the replat.



Dates of Hearing: Planning Commission – August 6, 2019
City Council – September 10, 2019

Council Ward: Ward 6, Jeff Moore

Owner: Greg Smith, GS Investments

Applicant: Mike Dawson, Pathfinder Surveying

Size: The area of request has a frontage along Bellview Drive of approximately 100 feet and a depth of approximately 135 feet, containing an area of approximately .31 acres, more or less.

Land Use:

Area of Request – vacant

North, South, East, and West – Single-family residences

Municipal Code Citation:

2012 Subdivision Regulations

38-21.1. Purpose & Applicability

A Replat of all or a portion of a recorded Plat may be approved without vacation of the recorded Plat, if the Replat meets the following criteria:

The Replat is signed and acknowledged by the owners of the property being replatted; and

The Replat does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

History:

1. This area was platted in June of 1956.
2. The Planning Commission recommended approval of this item August 6, 2019.

Engineer's Comments:

Water Supply and Distribution

A twelve (12) inch public water main is located on the south side of Bellview Drive in the street right-of-way extending along the south side of the area of request. Public water mains extend across the full frontage of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewer Collection and Disposal

An eight (8) inch public sewer main is located on the north side of Bellview Drive in the street right-of-way extending along the south side of the area of request. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from Bellview Drive. Bellview Drive is classified as a local road in the 2008 Comprehensive Plan. Bellview Drive is a two (2) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for local roads and presently, Bellview Drive has one fifty (50) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application

Bellview Drive does not meet current code requirements for sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the sidewalk improvements as there is no sidewalk on Bellview Drive or in the adjacent area.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with a single family residence. It slopes from the north west to the south east draining onto Bellview Drive. Bellview Drive drains east down to the bar ditches constructed along Westminster Road. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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

Fire Marshal's Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15 and the 2015 International Fire Code.

Staff Comments:

The Replat of Lot 4 of Block 9 of the Pointon City Addition Blocks 6, 7, 8, 9, & 10 will create one additional lot and allow the developer of the property to build two single-family structures.

As noted earlier in this report, under the 2012 Subdivision Regulations existing plats may be reconfigured and new lots may be created utilizing the replatting process. This proposed replat is designed to reconfigure existing lots.

The new structures and lots will be required to meet the requirements of the R-6 zoning district as identified in the Zoning Ordinance. The R-6 district requires a minimum lot size of 6000 square feet, minimum lot width of 50', 7' side setback, and 20' rear setback. The structures must comply with the following regulations: 35' maximum building height, 40% maximum building coverage, and 85% masonry materials (100% facing the street). Proposed lots 4A and 4B will have access from Bellview Drive.

As this replat meets the subdivision regulations, staff recommends approval of the replat of Lot 4 of Block 9 of the Pointon City Addition Blocks 6, 7, 8, 9, & 10, subject to these comments.

Action Required: Approve or reject the replat of Lot 4 of Block 9 of the Pointon City Addition Blocks 6, 7, 8, 9, & 10, subject to the staff comments as found in the September 10, 2019 agenda packet and made a part of PC-2014 file.

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

Billy Harless, AICP
Community Development Director

LG

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : July 10th, 2019

Subject : Engineering staff comments for pc-2014 re-plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2014:

Water Supply and Distribution

A twelve (12) inch public water main is located on the south side of Bellview Drive in the street right-of-way extending along the south side of the area of request. Public water mains extend across the full frontage of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the north side of Bellview Drive in the street right-of-way extending along the south side of the area of request. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from Bellview Drive. Bellview Drive is classified as a local road in the 2008 Comprehensive Plan. Bellview Drive is a two (2) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for local roads and presently, Bellview Drive has one fifty (50) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application

Bellview Drive does not current code requirements for sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the sidewalk improvements as there is no sidewalk on Bellview Drive or in the adjacent area.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with a single family residence. It slopes from the north west to the south east draining onto Bellview Drive. Bellview Drive drains east down to the bar ditches constructed along Westminster Road. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2014

PC-2014 is a request to replat a single lot into two parcels for single family residential development. The applicant has requested a waiver to 1/2 street and sidewalk improvements.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Duane Helmberger
Fire Marshal
Midwest City Fire Department

RE-PLAT
**LOT 4 BLOCK 9 POINTON CITY SECOND ADDITION
 BLOCKS 6, 7, 8, 9, & 10**

A PART OF THE NORTHEAST QUARTER,
 SECTION 6, TOWNSHIP 11 NORTH, RANGE 1 WEST, OF THE INDIAN
 MERIDIAN, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned, GS Investments LLC, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of Replat of Lot 4 Block 9, POINTON CITY SECOND ADDITION, BLOCKS 6-10, a subdivision of a part of the N.E. 1/4, Section 6, T11N, R1W, of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of Replat of Lot 4 Block 9, POINTON CITY SECOND ADDITION, BLOCKS 6-10. GS Investments, LLC, dedicate all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstractor's Certificate. Covenants, restrictions, and reservations for the addition are contained in a separate instrument and will be filed subsequently. In Witness Whereof the undersigned have caused this instrument to be executed this _____ day of _____, 20__.

**STATE OF OKLAHOMA §
 COUNTY OF OKLAHOMA**

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____ as a representative of GS Investments, LLC, to be known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said property for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My Commission Expires: _____

 Notary Seal
 NOTARY PUBLIC

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of Replat of Lot 4 Block 9, POINTON CITY SECOND ADDITION, BLOCKS 6-10 a subdivision of a part of the N.E. 1/4, Section 6, T11N, R1W, of the I.M., Midwest City, Oklahoma County, Oklahoma appears to be vested in GS Investments, LLC, on this _____ day of _____, 20__ unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this _____ day of _____, 20__

 Abstractors Seal
 ABSTRACTOR

CERTIFICATE OF APPROVAL

I, _____, Chairman of the Planning Commission of the City Midwest City, Oklahoma, hereby certify that the said Planning Commission approved the final plat of Replat of Lot 4 Block 9, POINTON CITY SECOND ADDITION, BLOCKS 6-10, Midwest City, Oklahoma, this _____ day of _____, 20__.

 City Seal
 CHAIRMAN

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Midwest City, Oklahoma that the dedications shown on the annexed plat of Replat of Lot 4 Block 9, POINTON CITY SECOND ADDITION, BLOCKS 6-10, Midwest City, Oklahoma are hereby accepted. Signed by the Mayor of the City of Midwest City, Oklahoma this _____ day of _____, 20__.

MAYOR,

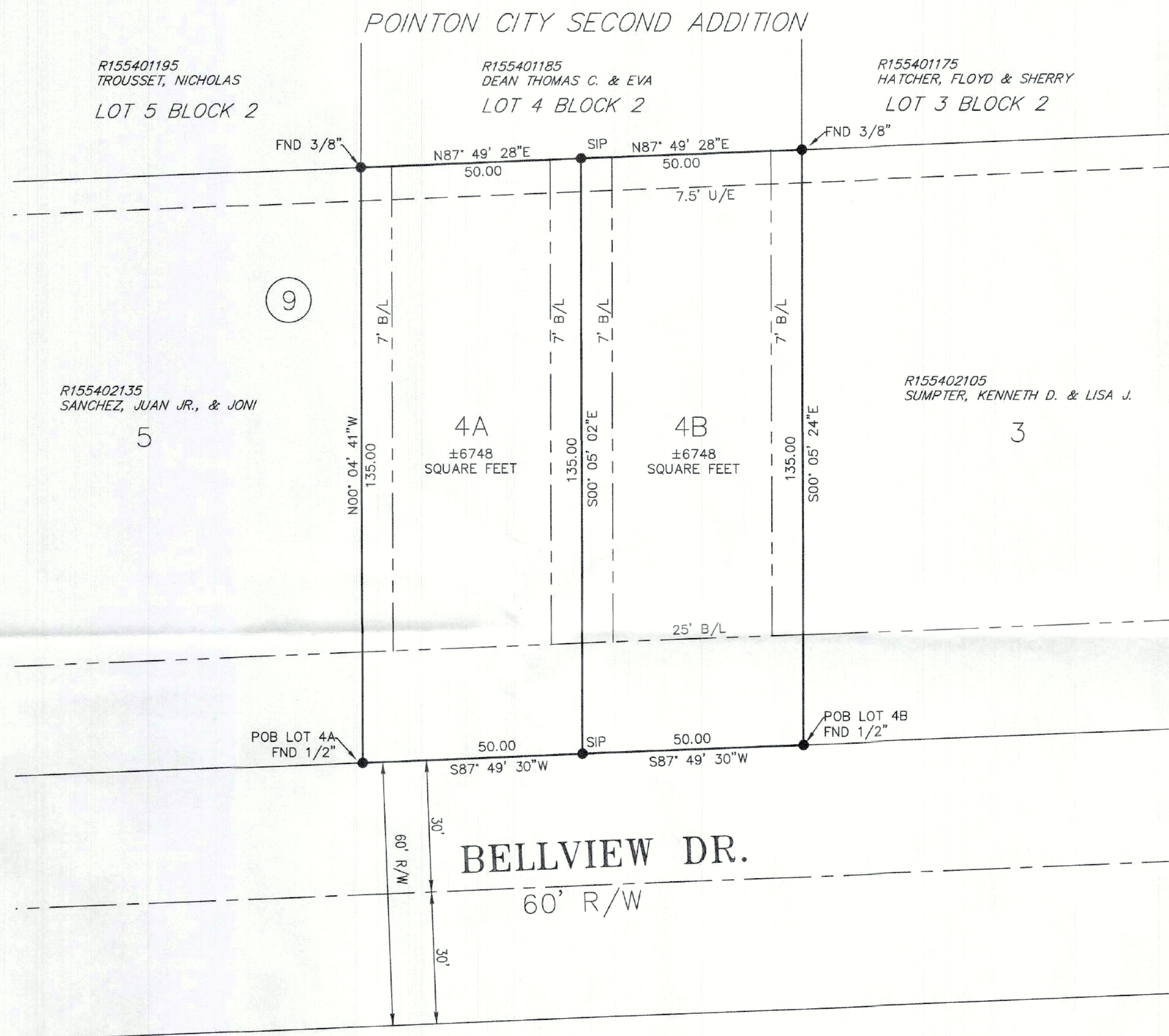
CITY CLERK,

 City Seal

NOTES

1. This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

2. Internal side lot line setbacks shall be 7 feet.



LEGAL DESCRIPTIONS

LOT 4A A part of the Northeast Quarter (NE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of Indian Meridian, Oklahoma County, Oklahoma, Also being a part of Lot Four (4) of Block Nine (9), in the recorded plat of POINTON CITY SECOND ADDITION BLOCKS 6-10, more particularly described by metes and bounds as follows:
 BEGINNING at the Southwest corner of Lot 4 Block 9 of POINTON CITY SECOND ADDITION BLOCKS 6-10; thence N00°04'41"W along the West line of Lot 4 a distance of 135.00 feet to the Northwest corner of Lot 4; thence N87°49'28"E along the North line of Lot 4 a distance of 50.00 feet; thence S00°05'02"E a distance of 135.00 feet to a point on the South line of Lot 4; thence S87°49'30"W a distance of 50.00 feet to the point of beginning.

LOT 4B A part of the Northeast Quarter (NE/4) of Section Six (6), Township Eleven (11) North, Range One (1) West of Indian Meridian, Oklahoma County, Oklahoma, Also being a part of Lot Four (4) of Block Nine (9), in the recorded plat of POINTON CITY SECOND ADDITION BLOCKS 6-10, more particularly described by metes and bounds as follows:
 BEGINNING at the Southeast corner of Lot 4 Block 9 of POINTON CITY SECOND ADDITION BLOCKS 6-10; thence S87°49'30"W along the South line of Lot 4 a distance of 50.00 feet; thence N00°05'02"W a distance of 135.00 feet to a point on the North line of Lot 4; thence N87°49'28"E along the North line of Lot 4 a distance of 50.00 feet to the Northeast corner of Lot 4; thence S00°05'24"E along the East line of Lot 4 a distance of 135.00 feet to the point of beginning.

LEGEND

---	EASEMENT OR RIGHT OF WAY	U/E=UTILITY EASEMENT
---	CENTER LINE	R/W=RIGHT OF WAY
---	SUBJECT PROPERTY LINE	B/L=BUILDING LINE
		POB=POINT OF BEGINNING
		SIP=SET 3" REBAR WITH LS 1816 CAP
		Ⓣ=BLOCK NINE

COUNTY TREASURER'S CERTIFICATE
 I, Forrest "Butch" Freeman, hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20__ and all prior years on the land shown on the annexed plat of Replat of Lot 4 Block 9, POINTON CITY SECOND ADDITION, BLOCKS 6-10, an addition to the City of Midwest City, Oklahoma County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed on this _____ day of _____, 20__.

 County Treasurer Seal
 Forrest "Butch" Freeman COUNTY TREASURER

LICENSED LAND SURVEYOR
 I, Michael Dawson, do hereby certify that I am a Licensed Land Surveyor in the State of Oklahoma, and that the Final Plat of Replat of Lot 4 Block 9, POINTON CITY SECOND ADDITION, BLOCKS 6-10, an addition to the City of Midwest City, Oklahoma, represents a survey made under my supervision on the _____ day of _____, 20__, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

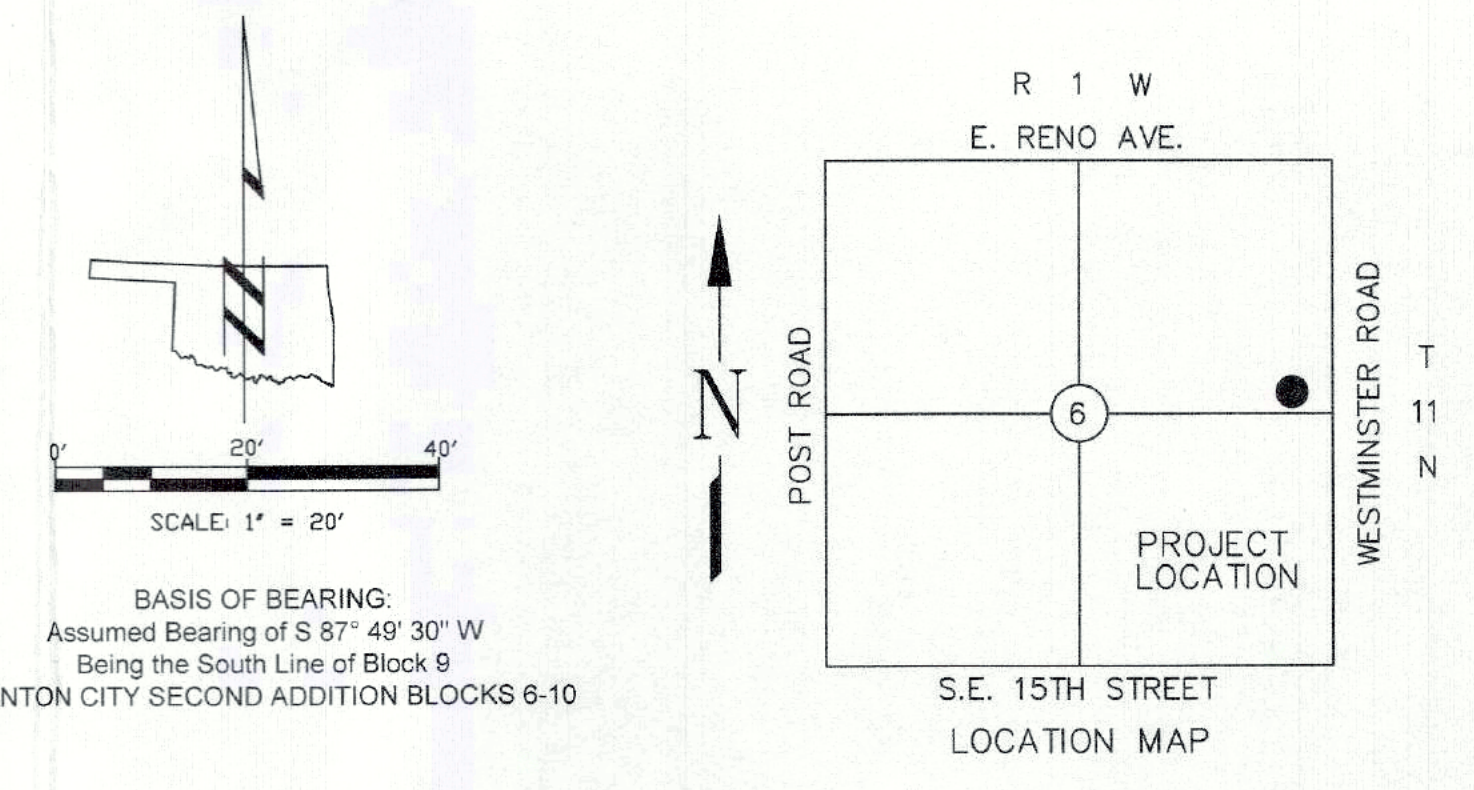
 Land Surveyor Seal

**STATE OF OKLAHOMA §
 COUNTY OF OKLAHOMA**
 Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael Dawson, to be known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

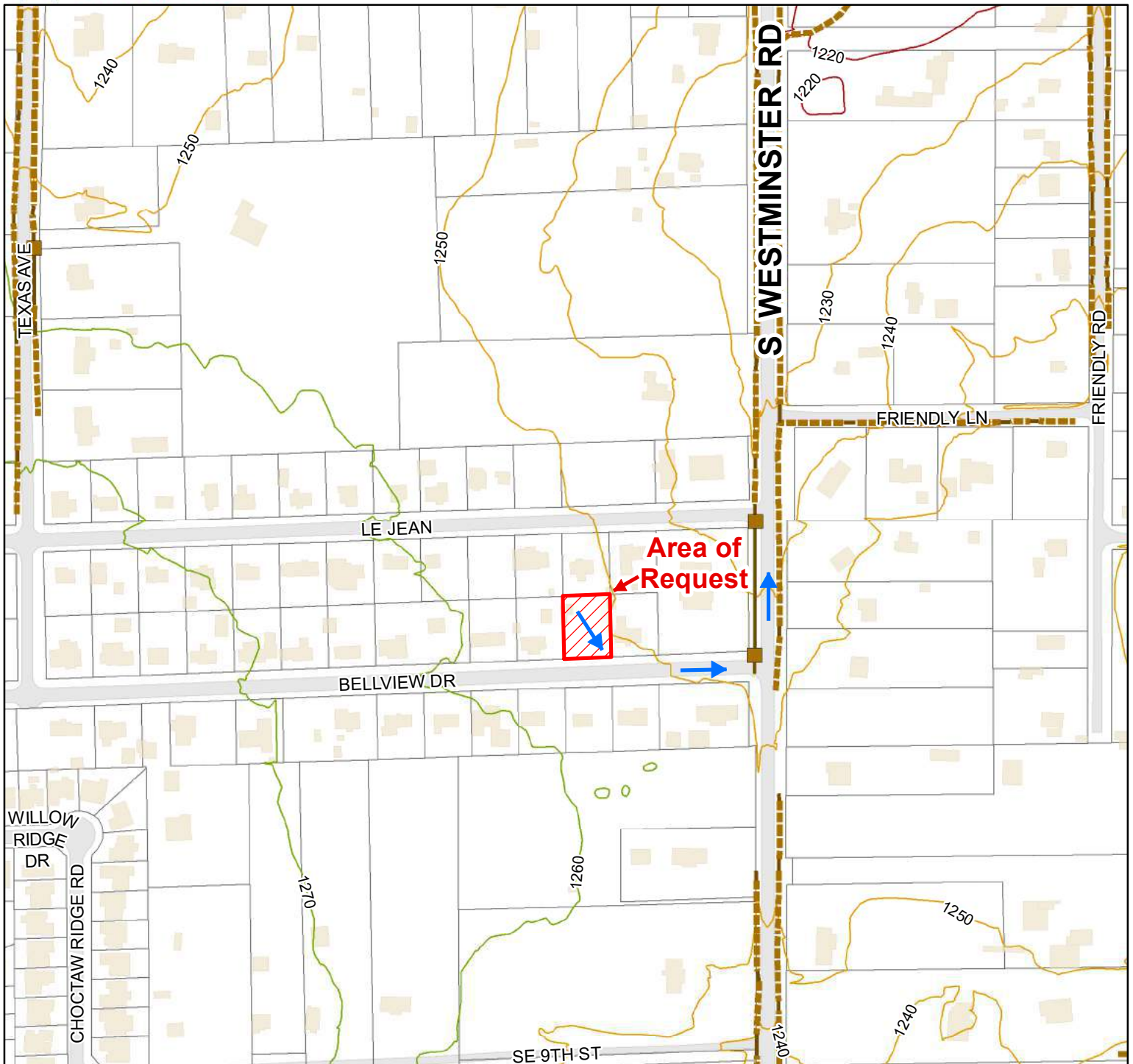
Given under my hand and seal the _____ day of _____, 20__.
 My Commission Expires: _____

 Notary Seal
 NOTARY PUBLIC

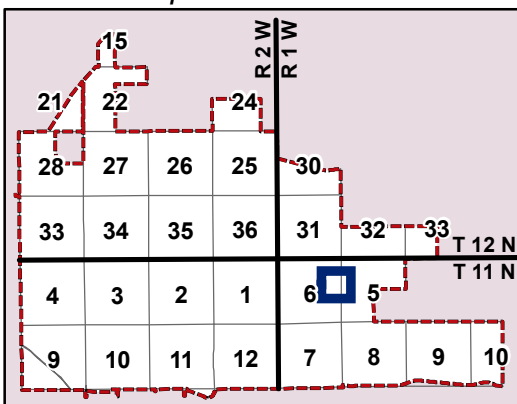
CERTIFICATE OF CITY CLERK
 I, _____, City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmaturred installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of Replat of Lot 4 Block 9, POINTON CITY SECOND ADDITION, BLOCKS 6-10, Midwest City, Oklahoma.
 Signed by the City Clerk on this _____ day of _____, 20__.



PATHFINDER SURVEYING
 CERTIFICATE OF AUTHORIZATION #8003
 PHONE (405) 476-1469
 PO BOX 7433 MOORE, OKLAHOMA 73153
 MIKE@PATHFINDERSURVEY.COM



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

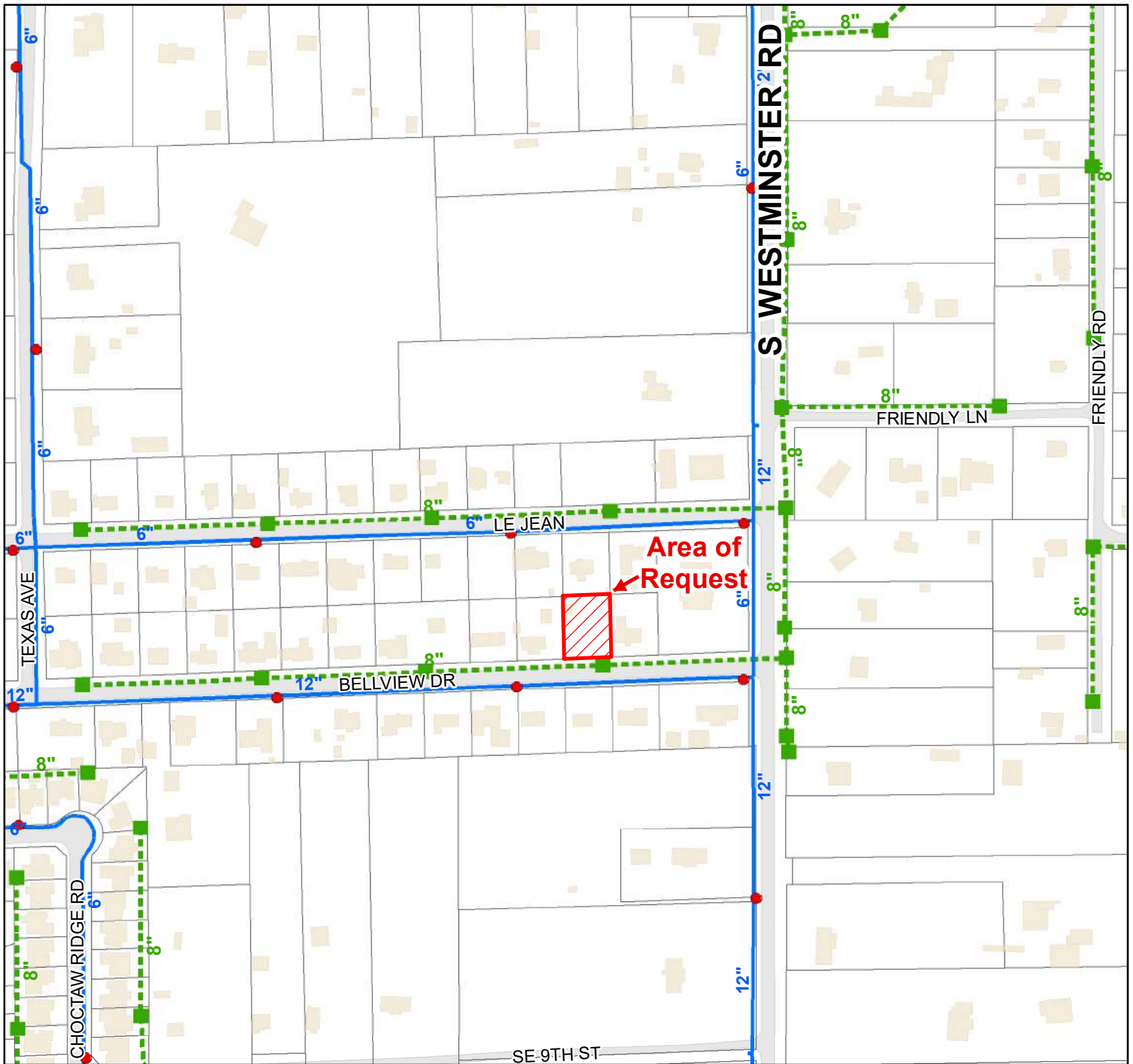
2009 FEMA Floodplains

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

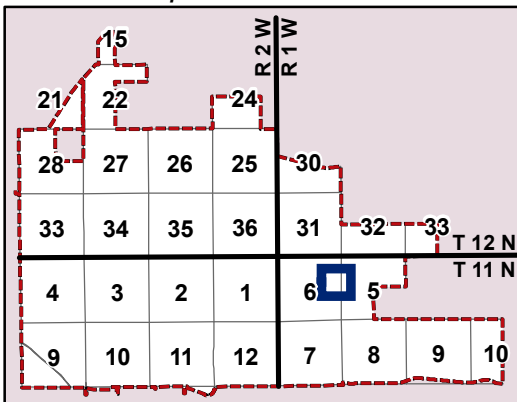
DRAINAGE LOCATION MAP FOR PC-2014 (NE/4, Sec. 6, T11N, R1W)



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



Locator Map

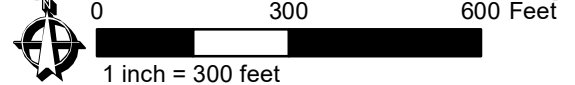


Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2014**

(NE/4, Sec. 6, T11N, 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, Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 10, 2019

Subject: (PC – 2015) Discussion and consideration of approval of the Kambree Square, Section 1 Preliminary Plat, described as a part of the SW/4 of Section 1, T11N, R2W, located at 9205 SE 15th Street.

Executive Summary: This item is in conjunction with the PUD approved under PC-1680 and the amended PUD under PC -1758. One (1) building was built following approval of the PUD but the rest of the area has remained undeveloped. The area of request has not been platted since the zoning was approved. The applicant has plans to sell the existing building and would like for it to be on its own lot which is the reason for this application. She plans on developing the remainder of the lot at a later date. Both of the proposed lots have access to City water, sanitary sewer and SE 15th. The only required public improvement that is not currently present is a sidewalk along the frontage. The applicant has requested a waiver to the requirement for a sidewalk. The building on proposed Lot 2 was built in 2009 and a sidewalk was not required as part of the building permit as it would be today. Regarding Lot 1, the applicant stated that the sidewalk, if required to be installed prior to development, would be damaged during construction. The applicant's waiver request is included in this report. The pre-application meeting for this item was held on June 12, 2019, prior to the June 25, 2019 City Council meeting in which the Council asked staff to research alternatives, such as fees in lieu, for public improvement waiver requests. Staff recommends approval of the Kambree Square, Section 1 Preliminary Plat.

Dates of Hearing: Planning Commission – August 6, 2019
City Council – September 10, 2019

Council Ward: Ward 2 – Councilmember Pat Byrne

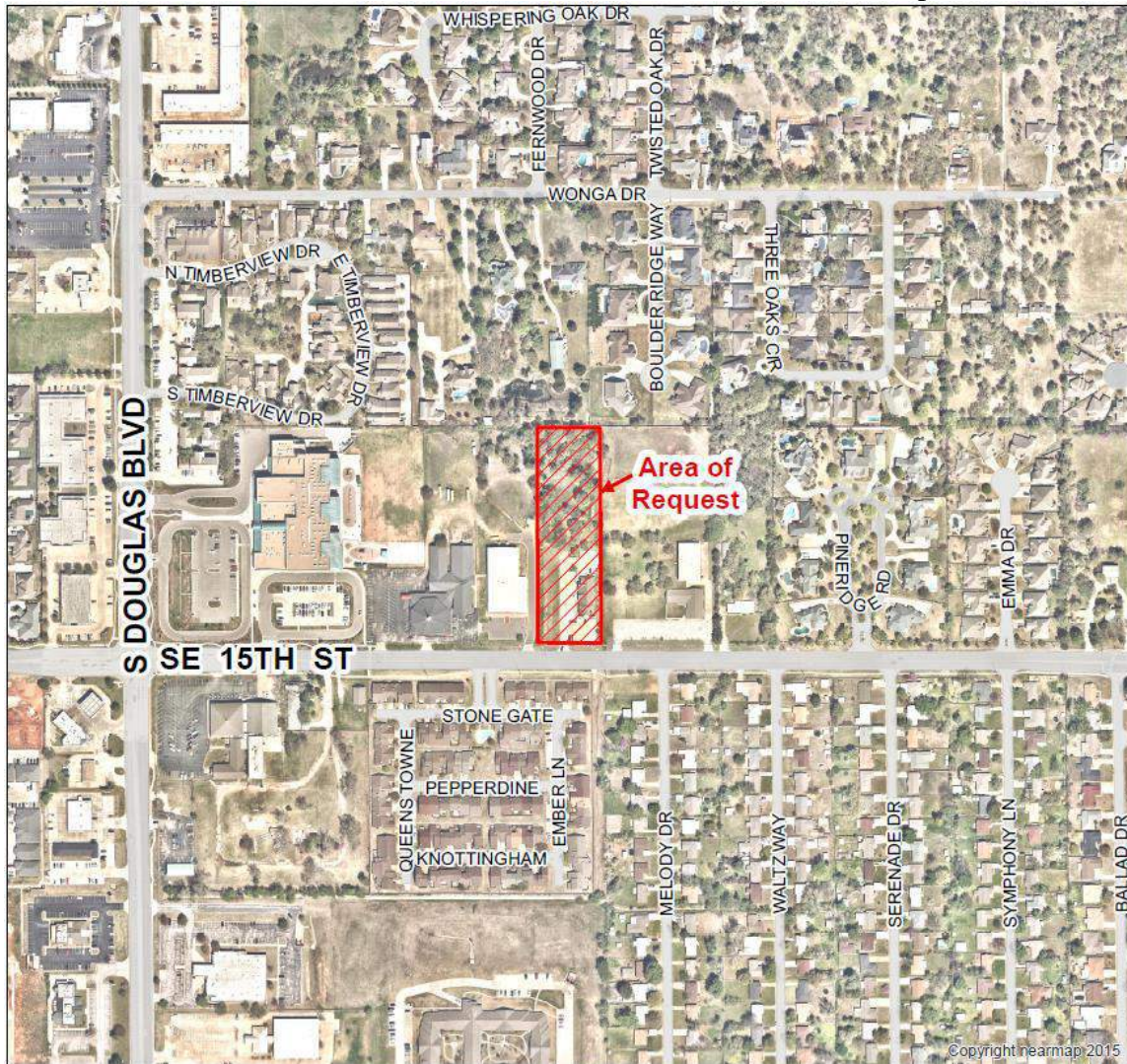
Owner/Applicant: George and Renee Clark

Surveyor: John Sauler, Hale & Associates Survey Company

Proposed Use: One (1) existing office building and future office development

Size:

The area of request has frontage of approximately 177.50' along SE 15th and a depth of approximately 659.70', containing an area of approximately 2.30 acres.



Zoning Districts:

Area of Request – PUD, Planned Unit Development governed by the O-2, General Office District

North – R6, Single Family Residential

East and West - R6, Single Family Residential with Special Use Permits for churches

South – PUD, Planned Unit Development

Land Use:

Area of Request – Office building and vacant land

North – single family residence

East – Midwest City Church of God

West – Harvest Life International Church

South - Townhomes

Municipal Code Citation:

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:

- (PC-1680) The property was rezoned to a PUD governed by the O-2 General Office District – November 2008
- (PC-1684) The Preliminary Plat of Kambree Square was approved – March 2009 (no final plat was applied for, therefore, this approved preliminary plat became void)
- (PC-1758) The PUD was amended to allow the use of Convenience Sales and Personal Services – December 2011
- The Planning Commission recommended approval of this item August 6, 2019.

Engineer's Comments:

Water Supply and Distribution

An eighteen (18) inch public water main is located on the north side of S.E. 15th Street in the street right-of-way extending along the south side of the area of request. Public water mains extend across the full frontage of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewer Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated fifteen (15) foot utility easement that extends along the east side of the area of request. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from S.E. 15th Street. S.E. 15th Street is classified as a secondary arterial road in the 2008 Comprehensive Plan. S.E. 15th Street is a four (4) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for secondary arterial roads and presently, S.E. 15th Street has one hundred (100) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application

S.E. 15th Street does not meet current code requirements for sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the sidewalk improvements as there is no sidewalk on the north side of S.E. 15th Street to connect to.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with a commercial business. The site slopes from the east, both to the northwest and southwest corners of the site. The southern part of the site that has Kambree Square located on it drains through its detention to the underground drainage system installed along S.E. 15th Street. S.E. 15th Street drains via the underground system west to Soldier Creek. The northern part of the property drains to the underground system located behind Harvest Life International and Soldier Creek Elementary School. This system drains north ultimately discharging into the paved channel that drains west under Douglas Boulevard into the golf course and then into Soldier Creek.

There is no building permit associated with this application. When the site splits and the new parcel develops, it will require its own detention facility and drainage study verifying there will be no increased runoff from the site. Any proposed system will be piped underground and tie to the city's underground drainage system along S.E. 15th Street. The proposed site plan and drainage study will be reviewed both by City staff and Johnson and Associates prior to the issuance of a building permit.

None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application. All required easements will be dedicated when the final plat is filed.

Fire Marshal's Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15.

Staff Comments:

The purpose of this preliminary plat is to divide the existing parcel into two (2) parcels. As mentioned in the history section of this report, the property was rezoned to a PUD in November of 2008. The Master Development Plan associated with the PUD showed five (5) lots with one (1) common access easement providing access to all proposed lots from SE 15th Street. In March of 2009, the preliminary plat of Kambree Square was approved, however, no final plat application was ever received. As such, the preliminary plat became void one (1) year after approval.

In 2009, the only structure on the property was constructed. No sidewalk was required with the building permit for this structure.

In December of 2011, an amendment to the PUD was approved. This amendment allowed the use of Convenience Sales and Personal Services along with the originally approved O-2, General Office, uses.

In June of 2019, the applicant contacted staff about splitting off the lot with the existing building in order to sell the building. At this time, the applicant does not have immediate plans to develop the remaining area but will in the future. As the preliminary plat approved in 2009 is void, this request falls under the new Subdivision Regulations approved in 2012. In order for the minor plat option to apply, all required public improvements, including water, sanitary sewer, improved streets and sidewalks must already be available to serve all proposed lots. In this case, water, sanitary sewer and streets were present but because a sidewalk is not existing along the frontage, a preliminary and final plat is required.

The code requires that, following preliminary plat approval, all required public improvements be installed prior to application for a final plat. The applicant has requested a waiver to the sidewalk requirement for the following reasons:

1. No sidewalk was required with the building permit issued in 2009
2. If a sidewalk is installed across the frontage of Lot 1, it will be damaged when construction begins on that lot
3. The City installed a sidewalk on the south side of SE 15th from Douglas to Post

Staff has researched past projects and has not found a case where a sidewalk was required to be installed by a developer several years after construction had commenced on a building.

It should be noted that when the applicant plans to develop the remainder of this lot, another preliminary and final plat will be required. Public water and sanitary sewer services are available to the two (2) lots included in this application but will be required to be extended to serve future lots to the north.

The Midwest City Master Trails Plan does not identify planned trails through the area of request. A Tree Canopy Management Plan is not required as the area of request is less than five (5) acres.

Nancy Williams of 9305 SE 15th Street attended the Planning Commission meeting. She asked if the plat included a 25' easement along the east property line belonging to the church. This 25' strip of land was deeded from the church to the applicant on July 30, 2008. This deed is included in this report.

Ms. Williams also expressed concerns about drainage when the north part of the property is developed. At this time, the applicant is only applying to split the property in order to sell a parcel. When the applicant is ready to develop the remainder of this lot, a new preliminary and final plat will be required in order to provide water, sanitary sewer and access to the lots in the northern portion. At this time, a drainage study will be required with the preliminary plat application to ensure that adjacent properties are not negatively impacted by development.

As this preliminary plat meets the subdivision regulations, staff recommends approval of the Kambree Square, Section 1 Preliminary Plat subject to these comments.

Action Required: Approve or reject the Kambree Square Section 1 Preliminary Plat located on the property as noted herein, subject to the staff comments and found in the September 10, 2019 agenda packet and made a part of PC- 2015 file.



Billy Harless, AICP
Community Development Director

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : July 10th, 2019

Subject : Engineering staff comments for pc-2015 preliminary plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2015:

Water Supply and Distribution

An eighteen (18) inch public water main is located on the north side of S.E. 15th Street in the street right-of-way extending along the south side of the area of request. Public water mains extend across the full frontage of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Refer to the Fire Department memo for additional comments related to water lines and fire protection.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated fifteen (15) foot utility easement that extends along the east side of the area of request. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from S.E. 15th Street. S.E. 15th Street is classified as a secondary arterial road in the 2008 Comprehensive Plan. S.E. 15th Street is a four (4) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for secondary arterial roads and presently, S.E. 15th Street has one hundred (100) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application

S.E. 15th Street does not meet current code requirements for sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the sidewalk improvements as there is no sidewalk on the north side of S.E. 15th Street to connect to.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with a commercial business. The site slopes from the east, both to the northwest and southwest corners of the site. The southern part of the site that has Kambree Square located on it drains through its detention to the underground drainage system installed along S.E. 15th Street. S.E. 15th Street drains via the underground system west to Soldier Creek. The northern part of the property drains to the underground system located behind Harvest Life International and Soldier Creek Elementary School. This system drains north ultimately discharging into the paved channel that drains west under Douglas Boulevard into the golf course and then into Soldier Creek.

There is no building permit associated with this application. When the site splits and the new parcel develops, it will require its own detention facility and drainage study verifying there will be no increased runoff from the site. Any proposed system will be piped underground and tie to the city's underground drainage system along S.E. 15th Street. The proposed site plan and drainage study will be reviewed both by City staff and Johnson and Associates prior to the issuance of a building permit.

None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application. All required easements will be dedicated when the final plat is filed.



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

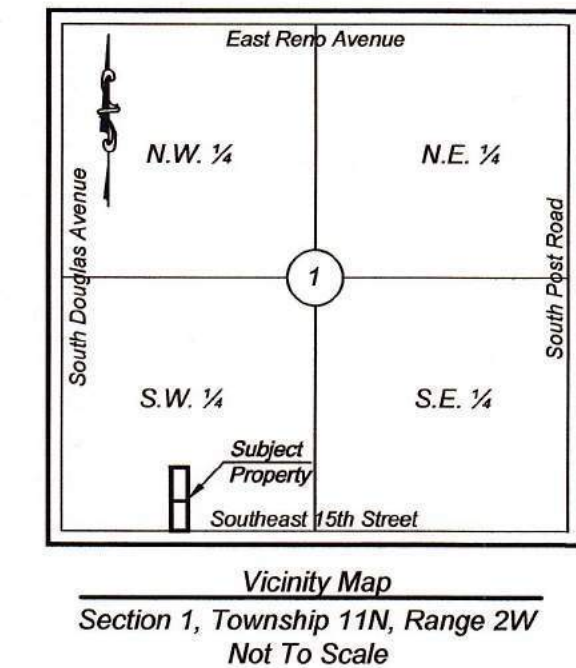
Re: PC-2015

PC-2015 is a request for a preliminary plat at 9205 SE 15th Street.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

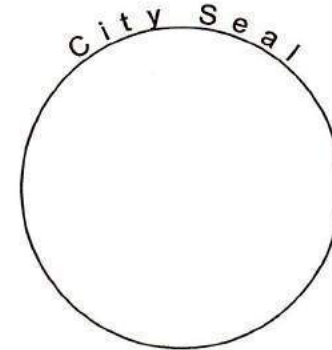
Duane Helmberger
Fire Marshal
Midwest City Fire Department

Preliminary Plat of:
Kambree Square, Section 1
 A Subdivision in the Southwest Quarter, Section 1,
 Township 11 North, Range 2 West of the Indian Meridian
 Midwest City, Oklahoma County, Oklahoma



Certificate of City Clerk

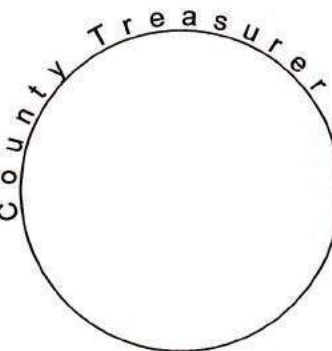
I, _____, City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown the annexed plat of **Kambree Square, Section 1**. This _____ day of _____, 2019.



City Clerk

County Treasurer's Certificate

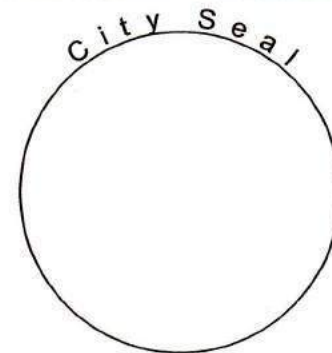
I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 2019 and all prior years on the land shown on the annexed plat of **Kambree Square, Section 1**, an addition to Midwest City, Oklahoma County, Oklahoma. In witness where, said County Treasurer has caused this instrument to be executed on this _____ day of _____, 2019.



County Treasurer

City Planning Commission Approval

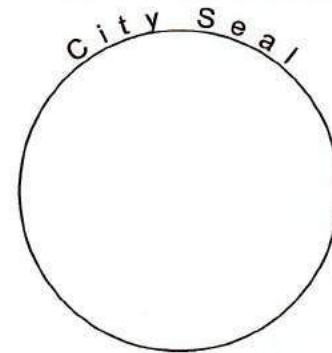
I, _____, Secretary of the Planning Commission of Midwest City, Oklahoma, do hereby certify that the said Planning Commission duly approved the annexed plat of **Kambree Square, Section 1**, an addition to the City of Midwest, Oklahoma, this _____ day of _____, 2019.



Secretary

Acceptance of Dedication by the City Council

Be it resolved by the Council of Midwest City, Oklahoma, that the dedications shown on the annexed plat of **Kambree Square, Section 1**, are hereby accepted. Adopted by the City Council of Midwest City, Oklahoma, this _____ day of _____, 2019.



Mayor

Owner's Certificate and Dedication

KNOWN ALL MEN BY THESE PRESENTS:

Renee Clark-Miller a/k/a Naomi R. Miller and George C. Miller, does hereby certify that they are the owners of and the only persons, firm, or corporation having any right, title or interest in and to the land shown on the annexed plat, and that have caused the same to be surveyed and platted, and that they hereby dedicate all the utility easements shown hereon to the public for the purposes utilities and drainage, for their heirs, executors, administrators, successors and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except, telephone, cable, and gas lines, any duplicate lines, including transformers and pedestals, must be installed completely underground.

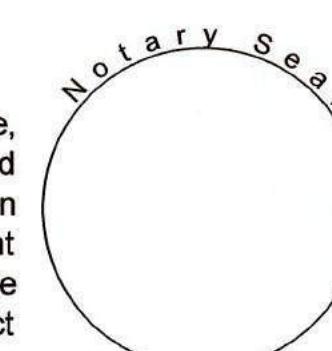
In witness whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 2019. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

Renee Clark-Miller a/k/a Naomi R. Miller

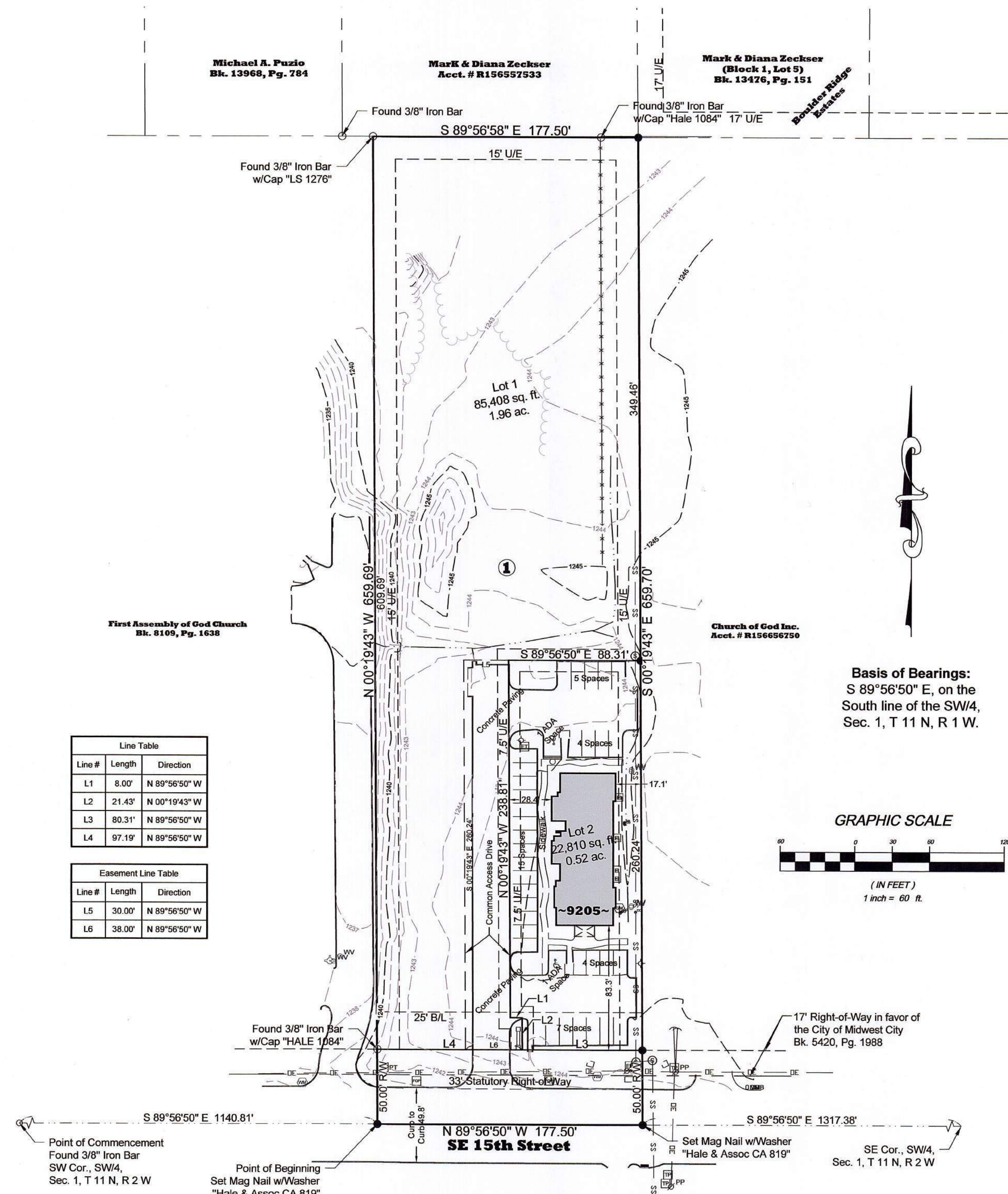
George C. Miller

STATE OF OKLAHOMA, COUNTY OF _____, §

Before me, the undersigned a notary public, in and for said County and State, on this _____ day of _____, 2019, personally appeared **Renee Clark-Miller a/k/a Naomi R. Miller and George C. Miller**, to me known to be the identical persons who executed the within and foregoing instrument on behalf of said company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company, for the purposes herein set forth.



My Commission Expires _____ Notary Public

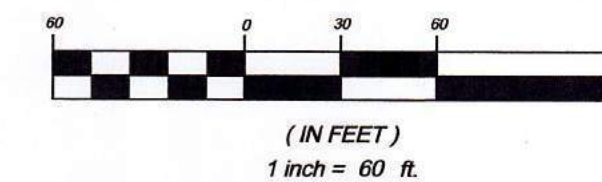


Line #	Length	Direction
L1	8.00'	N 89°56'50\" W
L2	21.43'	N 00°19'43\" W
L3	80.31'	N 89°56'50\" W
L4	97.19'	N 89°56'50\" W

Line #	Length	Direction
L5	30.00'	N 89°56'50\" W
L6	38.00'	N 89°56'50\" W

Basis of Bearings:
 S 89°56'50\" E, on the South line of the SW/4, Sec. 1, T 11 N, R 1 W.

GRAPHIC SCALE



Legal Description

The West 177.5 feet of the East Half (E/2) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Being more correctly described with metes and bounds as follows:

A tract of land in the Southwest Quarter (SW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described by Curtis Lee Hale, LS 1084, on June 26, 2019, with metes and bounds as follows:

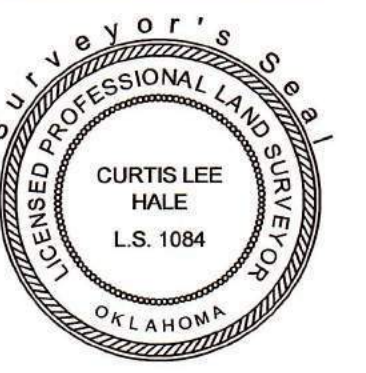
Commencing at the Southwest Corner (SW/Cor.) of the Southwest Quarter (SW/4) of said Section 1; Thence South 89°56'50\" East as the basis of bearing on the South line of said SW/4 a distance of 1140.81 feet to the Point of Beginning:

Thence North 00°19'43\" West a distance of 659.69 feet; Thence South 89°56'58\" East a distance of 177.50 feet Thence South 00°19'43\" East a distance of 659.70 feet to the South line of said SW/4; Thence North 89°56'50\" West on the South line of said SW/4 a distance of 177.50 feet to the Point of Beginning. This description contains 117,093 square feet or 2.688 acres, more or less.

Land Surveyor's Certificate

I, Curtis Lee Hale, do hereby certify that I am a Licensed Land Surveyor, and that the annexed plat correctly represents a careful survey made under my direction, and that the monuments shown hereon actually exist and their positions are correctly shown.

Curtis Lee Hale
 Curtis Lee Hale, L.S. # 1084



STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, §

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Curtis Lee Hale, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal the 18th day of July, 2019.

10/05/21
 My Commission Expires

[Signature]
 Notary Public



Legend

- SUBJECT PROPERTY
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- SECTION LINE
- OE — OE — OVERHEAD ELECTRIC LINES
- SS — SS — SANITARY SEWER LINE
- X — X — X — X — BARBED WIRE FENCE
- TREE LINE
- FOUND MONUMENT
- SET MONUMENT
- ⊠ ELECTRIC TRANSFORMER
- ⊕ LIGHT POLE
- ⊠ AIR CONDITIONER
- ⊠ TELEPHONE PEDESTAL
- ⊠ FIBER OPTIC PEDESTAL
- ⊠ POWER POLE
- ⊠ GUY ANCHOR
- ⊠ GAS LINE MARKER
- ⊠ GAS METER
- ⊠ SANITARY SEWER MANHOLE
- ⊠ WATER METER
- ⊠ WATER VALVE
- ⊠ FIRE HYDRANT
- ⊠ CURB INLET
- ⊠ CLEAN OUT

Kambree Square, Section 1
 Land Surveying and Planning
 1601 S.W. 89th Street, Building C, Suite 200
 Oklahoma City, Oklahoma 73159
 Tel.: (405) 686-0174 - Fax: (405) 681-4881
 C. A.: 819 - Exp.: June 30, 2021
 www.halesurvey.com
 Proj. No. 4286.9

Return to:
Capitol Abstract & Title
1401 S. Douglas Blvd. Ste K
Midwest City, OK 73130
File # 8041002

Correction
WARRANTY DEED

Doc # 2008104597
Sk 10874
Ps 1883-1883
DATE 08/04/08 15:48:20
Filing Fee \$13.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

KNOW ALL MEN BY THESE PRESENTS:

That HARVEST LIFE CHURCH, INC. FKA FIRST ASSEMBLY OF GOD CHURCH, a corporation, party of the first part, in consideration of the sum of \$10.00 and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the RENE CLARK MILLER AND GEORGE E. MILLER as joint tenants and not as tenants in common with full rights of survivorship, parties of the second part, the following described real property and premises situate in Oklahoma County State of Oklahoma

THE EAST 25 FEET OF THE EAST 177.5 FEET OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION ONE (1), TOWNSHIP ELEVEN (11) NORTH, RANGE TWO (2) WEST, OKLAHOMA COUNTY, OKLAHOMA.

WEST
together with all improvements thereon and the appurtenances thereunto belonging.

To have and to hold said property unto the party of the second part, his successors and assigns.

Signed and delivered this 27th day of July, 2008.

HARVEST LIFE CHURCH, INC. FKA
FIRST ASSEMBLY OF GOD CHURCH

*This deed is being refiled to correct
legal description*

J. Kent Tucker
J. Kent Tucker, President/Pastor

*This deed is being refiled to
correct initial*

Doc # 2008137094
Sk 10926
Ps 1734-1734
DATE 10/09/08 15:20:36
Filing Fee \$13.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

Before me the undersigned, a Notary Public, in and for said County and State of Oklahoma, on this 30th day of July, 2008, personally appeared J. Kent Tucker as President for said corporation to me known to be the identical person who executed the within and foregoing instrument in behalf of the corporation and acknowledge to me that he executed the same as his free and voluntary act and deed of the corporation and his free and voluntary act for the uses and purposes therein set forth.

My commission expires



Carolynn Caudill
Notary Public

Doc # 2009075876
Sk 11117
Ps 948-948
DATE 06/10/09 15:48:51
Filing Fee \$13.00
Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

No Doc 5 per 68 O.S. § paragraph 4

X

1113

June 26, 2019

To Whom It May Concern:

The owners of 9205 SE 15th St., Midwest City, OK, George and Renee Clark-Miller come before the City of Midwest City to request a lot split of Tract A with an existing building, built in 2009. We are asking for a waiver of the sidewalk in front of the existing building.

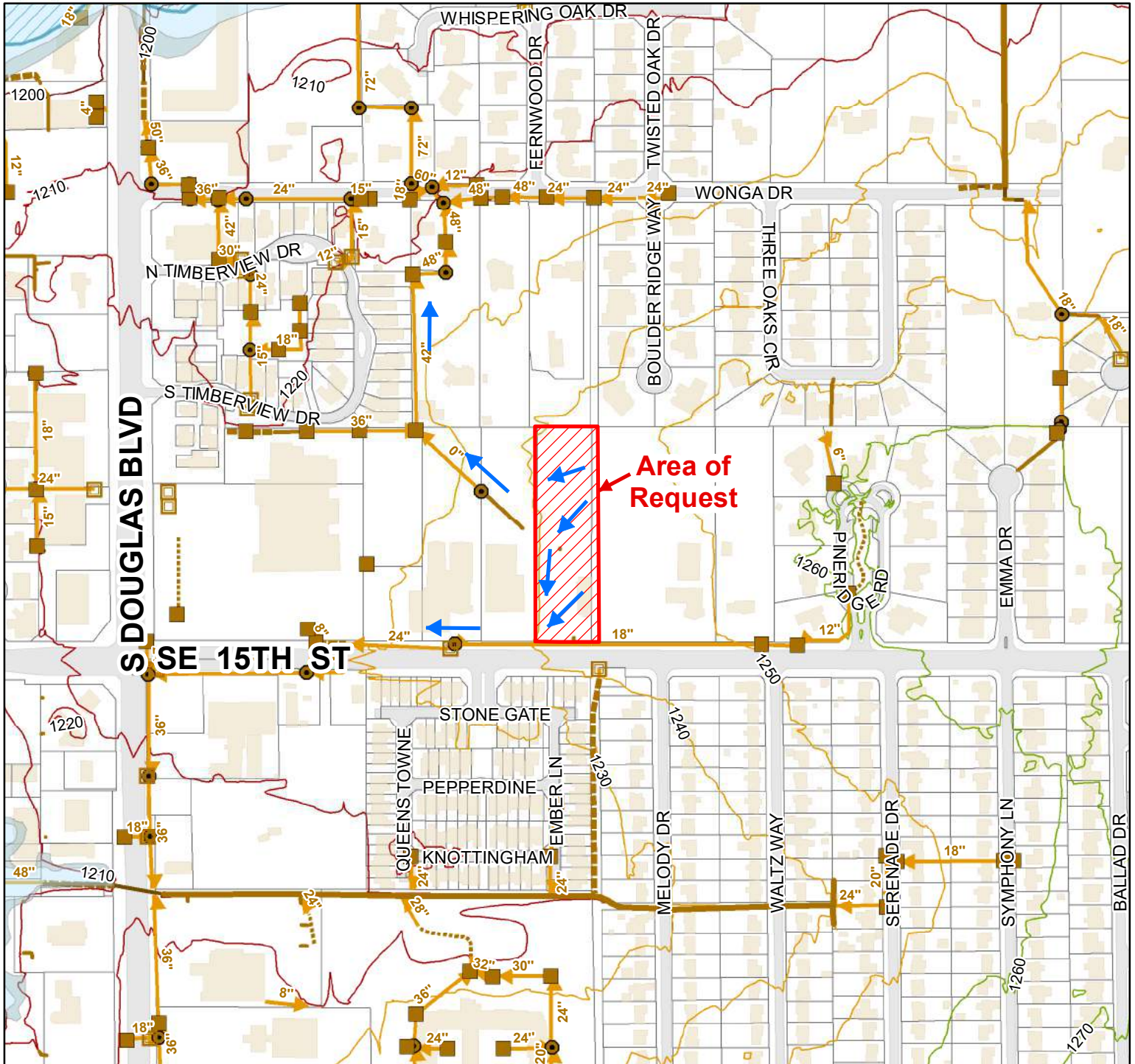
When this building was built the codes did not require us to build sidewalks. There is no precedence for the now existing code of sidewalks to be in for existing buildings in the City of Midwest City as far as we can discern. Also, when the west lot is developed the sidewalk would be demolished in the building process.

The south side of SE 15th St has a sidewalk from Post Rd to Douglas Blvd. that the city has put in. This sidewalk will provide sidewalks for anyone to use to walk in this mile section. A sidewalk in front of this lot along SE 15th would be the sidewalk to nowhere as there are no sidewalks on either side.

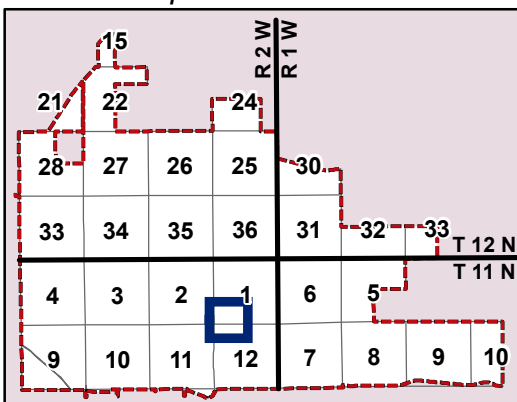
We appreciate your consideration in this matter.

Respectfully


George Miller and Renee Clark-Miller



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-2015

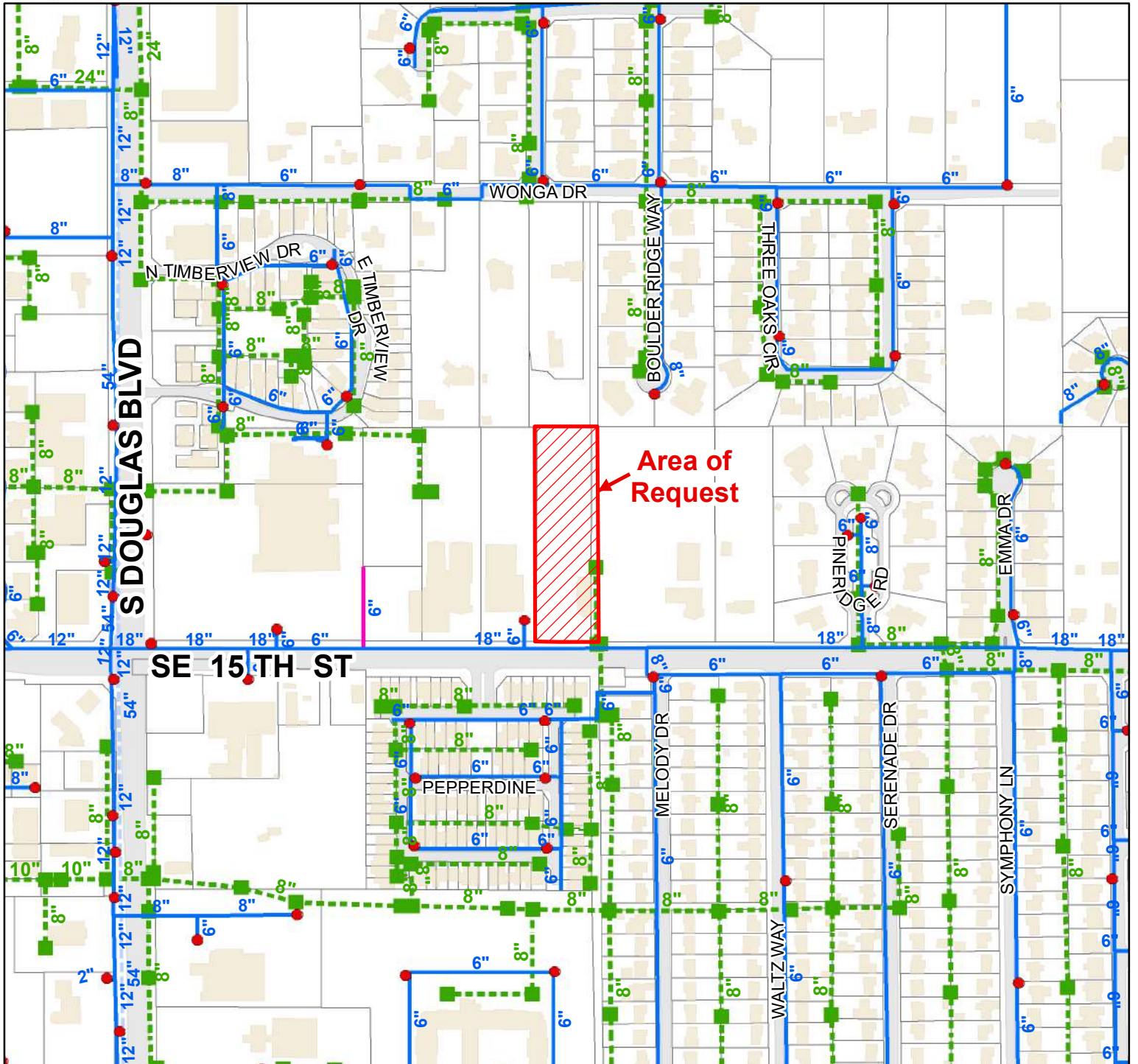
(SW/4, Sec. 1, T11N, R2W)



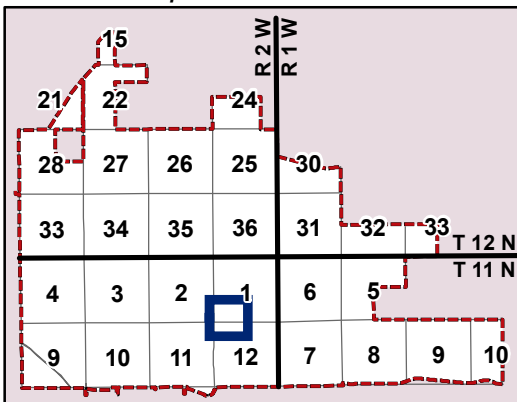
0 400 800 Feet

1 inch = 400 feet

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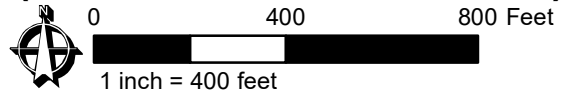
Locator Map



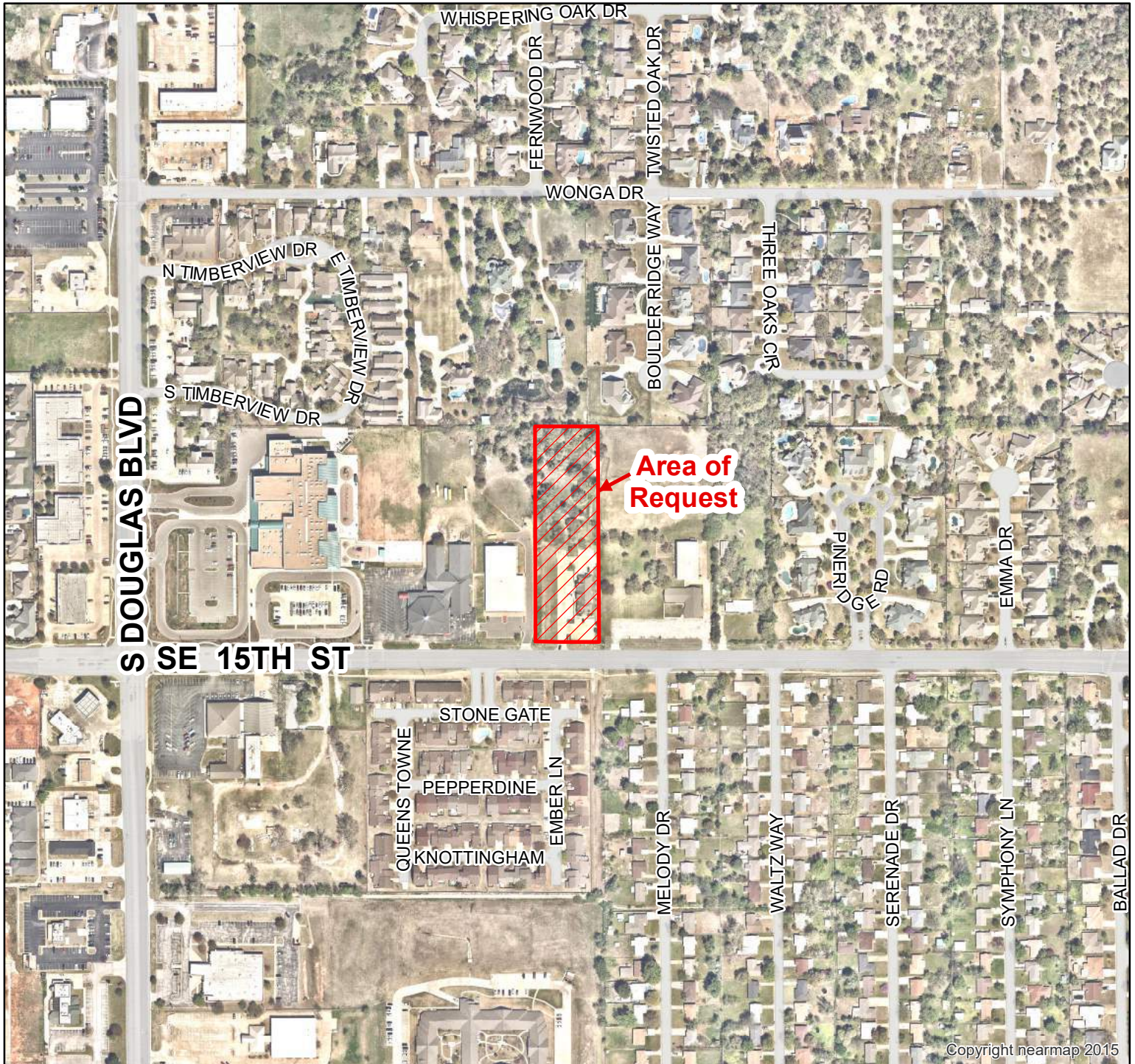
Water/Sewer Legend

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

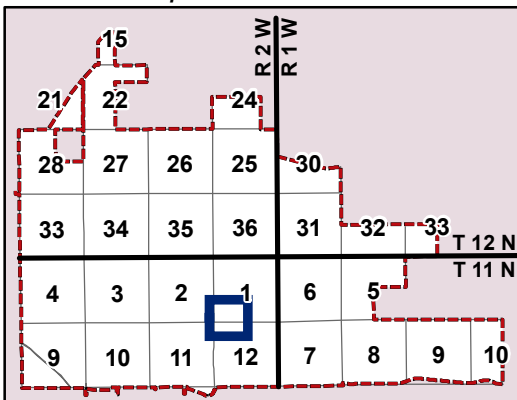
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2015
(SW/4, Sec. 1, T11N, R2W)**



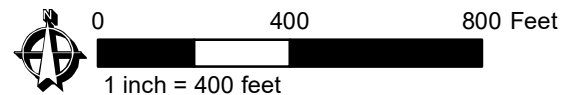
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



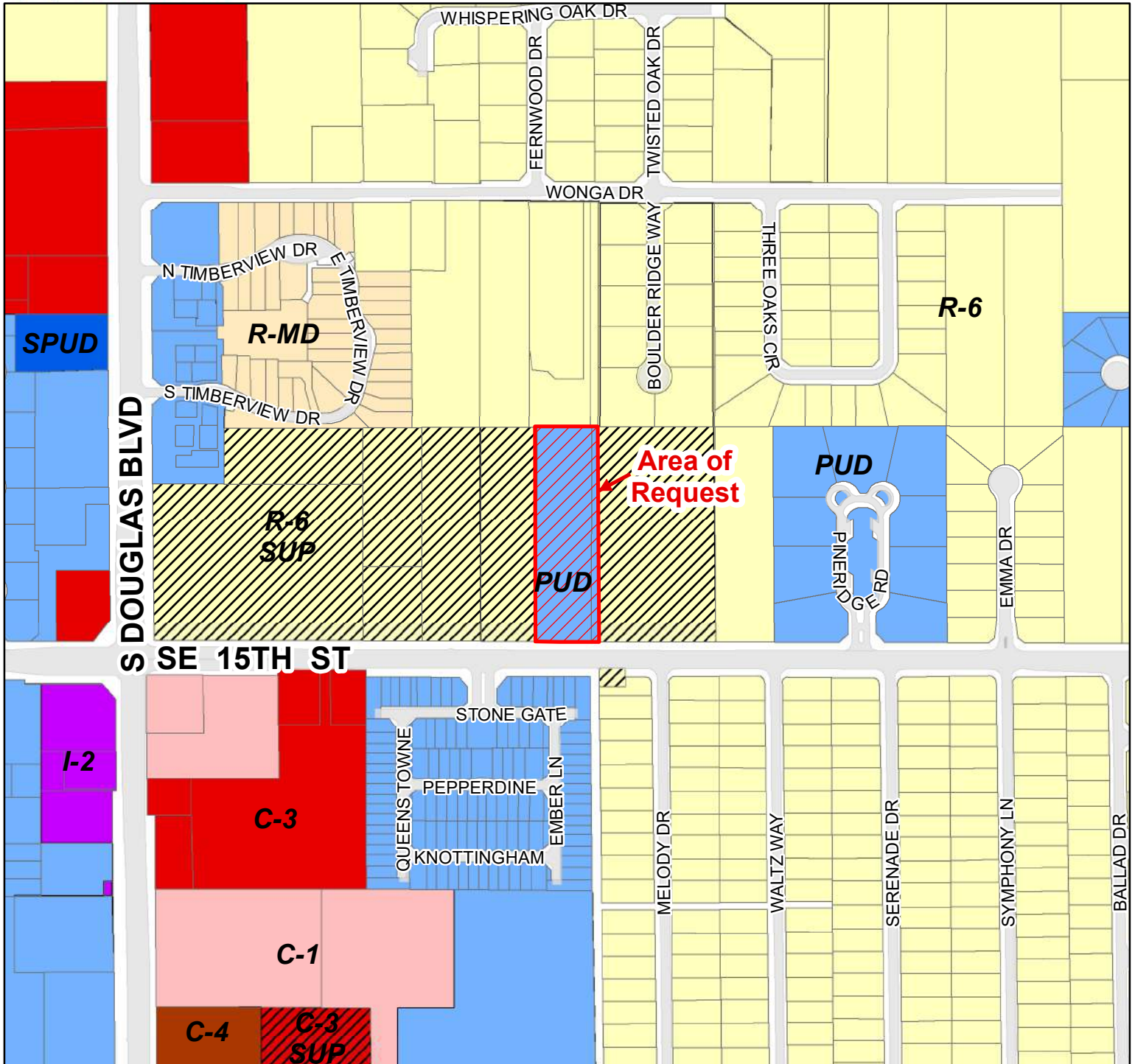
Locator Map



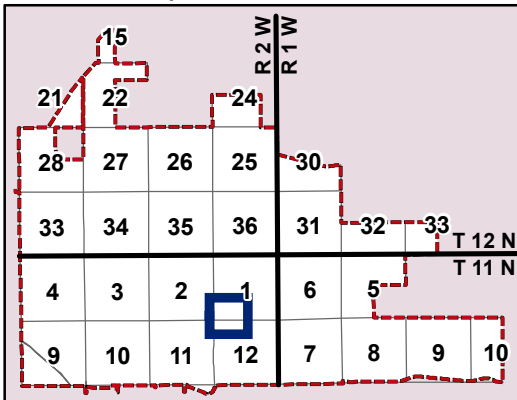
**2019 NEARMAP AERIAL VIEW FOR
PC-2015
(SW/4, Sec. 1, T11N, R2W)**



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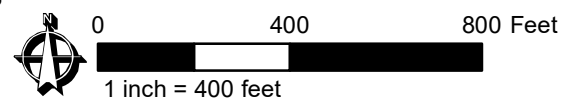
Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-2015 (SW/4, Sec. 1, T11N, R2W)



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 10, 2019

Subject: (PC – 2016) Discussion and consideration of approval of the proposed preliminary plat of Mary Knowlin Estate, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2500 Hand Road.

Executive Summary: This item is a request to subdivide a single parcel into two (2) individual parcels for single family development. The proposed lots have frontage on Hand Road. Each of the proposed lots is over one (1) acre in size. The applicant is requesting a waiver to the requirement for half street and sidewalk improvements as well as a sanitary sewer extension. The City is in the process of installing a water main along the area of request. The applicant did pay the \$75 deposit which will allow one lot to tie onto the new system. An impact fee of \$7000 will be assessed at the time of building permit for the remaining lot. Regarding the waivers to half street and sidewalk improvements, the pre-application meeting for this request was held April 5, 2019, prior to the June 25, 2019 Council meeting in which the Council asked staff to research alternatives such as development fees or a fee in lieu of these requirements. Staff recommends approval of the Mary Knowlin Estate Preliminary Plat.

Dates of Hearing: Planning Commission – August 6, 2019
City Council – September 10, 2019

Council Ward: Ward 6, Jeff Moore

Owner: Boyd Mize

Applicant: Kathy Burley

Surveyor: Allen Henry

Proposed Use: Two (2) single family residential lots

Size:

The area of request has a frontage along Hand Road of approximately 441 ft. and a depth of approximately 304 ft., containing an area of approximately 3.16 acres.

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential

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



Land Use:

Area of Request – one single family residential structure
North, South and West – single family residences
East – 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.

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. This area has been zoned single-family residential since the adoption of the 1985 zoning code and has never been platted.
2. The Planning Commission recommended approval of this item August 6, 2019.

Engineer's Comments:

Water Supply and Distribution

There is currently no public water service available to the area of request. The City is in the process of extending water along Roefan and Hand Roads to provide service to the area. Connection to the public water supply system for domestic service will be possible when the applicant is ready for water meters.

The new water mains do have an \$7000 impact fee that is required when setting up service. The applicant is aware of the fee and is prepared to pay it to set up their new accounts.

Sanitary Sewer Collection and Disposal

There is currently no public sewer service available to the area of request.

The area residents use individual septic systems to service each property.

The applicant proposes to construct individual systems to service the new lots.

Streets and Sidewalks

Access to the area of request is available from Hand Road. Hand Road is classified as a local street in the 2008 Comprehensive Plan. Hand Road is a two (2) lane, 22-foot wide, uncurbed, asphalt concrete roadway with no sidewalk. Hand Road does not current code requirements for street and sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the street and sidewalk improvements as there is no curbing nor sidewalk on Hand Road or in the adjacent area.

Current code requires a total half street right-of-way width of twenty-five (25) feet for local roads and presently, Hand Road has twenty-five (25) feet of right-of-way adjacent to the west side of the area of request.

Right of way grants are not required with this application.

Drainage and Flood Control and Sediment Control

Drainage across the area of request is from the west to the east via a secondary drainage channel crossing the property. Water runoff from this area then flows northeast and collects in Choctaw Creek, which makes its way north. Currently, the area of request is developed with a single family residence.

The resident to the south (2700 Hand Road) of the area of request has contacted staff before and asked if a proposed preliminary plat in their area would have any impact on their property. The resident has stated the vegetation in the creek impedes flow and makes water back up onto their property. The applicant will clear this vegetation out of the creek so as to make sure runoff does not pool and back up on the applicant's property nor on 2700 Hand Road.

The area of request is not affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

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

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

Easements and Right-of-Way

The required easements and right of way grants for the area of request will be dedicated to the city when the final plat is filed.

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

Fire Marshal's Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15.

Staff Comments:

The purpose of this preliminary plat is to split the existing 3.16 acre lot into two (2) individual lots for single family residential development. The proposed lots will have frontage along Hand Road. Each lot is over one (1) acre in size.

The dedication of parks and open space is not required with this application as the density is not greater than one unit per net acre. The Midwest City Master Trails Plan does not identify planned trails through the area of request. A Tree Canopy Management Plan is not required as the area of request is less than five (5) acres.

Since this preliminary plat meets the subdivision regulations, staff recommends approval of the preliminary plat of Mary Knowlin Estate subject to these comments.

Action Required: Approve or reject the preliminary plat of Mary Knowlin Estate located on the property as noted herein, subject to the staff comments and found in the September 10, 2019 agenda packet and made a part of PC- 2016 file.



Billy Harless, AICP
Community Development Director
KG

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : July 19th, 2019

Subject : Engineering staff comments for pc-2016 preliminary plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2016:

Water Supply and Distribution

There is currently no public water service available to the area of request. The City is in the process of extending water along Roefan and Hand Roads to provide service to the area. Connection to the public water supply system for domestic service will be possible when the applicant is ready for water meters.

The new water mains do have an \$7000 impact fee that is required when setting up service. The applicant is aware of the fee and is prepared to pay it to set up their new accounts.

Sanitary Sewer Collection and Disposal

There is currently no public sewer service available to the area of request.

The area residents use individual septic systems to service each property.

The applicant proposes to construct individual systems to service the new lots.

Streets and Sidewalks

Access to the area of request is available from Hand Road. Hand Road is classified as a local street in the 2008 Comprehensive Plan. Hand Road is a two (2) lane, 22-foot wide, uncurbed, asphalt concrete roadway with no sidewalk. Hand Road does not current code requirements for street and sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the street and sidewalk improvements as there is no curbing nor sidewalk on Hand Road or in the adjacent area.

Current code requires a total half street right-of-way width of twenty-five (25) feet for local roads and presently, Hand Road has twenty-five (25) feet of right-of-way adjacent to the west side of the area of

request.

Right of way grants are not required with this application.

Drainage and Flood Control and Sediment Control

Drainage across the area of request is from the west to the east via a secondary drainage channel crossing the property. Water runoff from this area then flows northeast and collects in Choctaw Creek, which makes its way north. Currently, the area of request is developed with a single family residence.

The resident to the south (2700 Hand Road) of the area of request has contacted staff before and asked if a proposed preliminary plat in their area would have any impact on their property. The resident has stated the vegetation in the creek impedes flow and makes water back up onto their property. The applicant will clear this vegetation out of the creek so as to make sure runoff does not pool and back up on the applicant's property nor on 2700 Hand Road.

The area of request is not affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

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

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

Easements and Right-of-Way

The required easements and right of way grants for the area of request will be dedicated to the city when the final plat is filed.

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



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2016

PC-2016 is a request for a preliminary plat at 2500 Hand Rd. They are dividing one lot into two for single family residential development. They have requested waivers to the requirements for half street, sidewalk and sewer improvements.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Duane Helmberger
Fire Marshal
Midwest City Fire Department

OWNER'S CERTIFICATE AND DEDICATION

KNOWN ALL MEN BY THESE PRESENTS: THAT MARY KNOWLIN ESTATES ARE THE OWNERS OF ALL THE PROPERTY CONTAINED AND INCLUDED IN THE SW/4, SEC. 8, T11N, R1W, OF THE INDIAN MERIDIAN, OKLA. COUNTY, OKLAHOMA AND HAS CAUSED THE SAID PREMISES TO BE SUREYED AND PLATTED INTO LOTS, BLOCK, STREETS AND EASEMENTS AS SHOWN ON SAID ANNEXED PLAT, WHICH SAID PLAT REPRESENTS A CAREFUL SURVEY OF ALL PROPERTY CONTAINED AND INCLUDED THEREIN AND IS HEREBY ADOPTED AS THE PLAT OF SAID LAND UNDER THE NAME OF MARY KNOWLIN ESTATES, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA. THE UNDERSTANDING DOES HEREBY FUTHUR CERTIFY THAT THIS IS THE OWNER OF THE LAND AND THE ONLY COMPANY, CORPORATION, PARTNERSHIP, PERSON OR ENTITY HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND INCLUDED IN SAID ANNEXED PLAT, EXCEPT AS SET FORTH IN THE BONDED ABSTRACTOR'S CERTIFICATE AND DOES HEREBY DEDICATE ALL STREETS AND UTILITY EASEMENTS SHOWN HEREON TO THE PUBLIC FOR THE USE OF PUBLIC STREETS AND UTILITY EASEMENTS FOR THEIR HEIRS EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS FOREVER AND SHALL CAUSE THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT TITLE IS CLEAR.

DAY OF _____, 2019
ANNEXED PLAT, EXCEPT AS SET FORTH IN THE BONDED ABSTRACTOR'S CERTIFICATE

STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

THEREIN SET FORTH.
MY COMMISSION EXPIRES:

NOTARY PUBLIC

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR THE COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY AND STATE SHOW THAT TITLE TO THE LAND SHOWN ON THE ANNEXED PLAT OF MARY KNOWLIN ESTATES, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA APPEARS TO BE VESTED IN MARY KNOWLIN ESTATES ON THIS _____ DAY OF _____, 2019. THERE WERE NO ACTIONS PENDING, OR JUDGEMENTS OF ANY NATURE IN ANY COURT, OR ON FILE WITH ANY CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND OR THE OWNERS THEREOF, AND THE THAT THE TAXES ARE PAID FOR 2019 AND PRIOR YEARS, AND THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES, TAX DEEDS OUTSIDE THE CHAIN OF TITLE RELIED ON AND IS SUBJECT TO MORTGAGES, EASEMENTS, RIGHT-OF-WAY, OIL AND GAS LEASES AND MINERAL CONVEYANCES OF RECORD.

SECRETARY

PRESIDENT

STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SIAD COUNTY AND STATE PERSONALLY APPEARED TO ME KNOWN TO BE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH ON THE _____ DAY OF _____, 2019.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, ALLEN E. HENRY, DO BY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, AND THAT THE FINAL PLAT OF MARY KNOWLIN ESTATES AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA CONSISTING OF ONE SHEET REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2019. AND ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEET THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS, AND THE SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

ALLEN E. HENRY, REGISTERED LAND SURVEYOR LS 1335

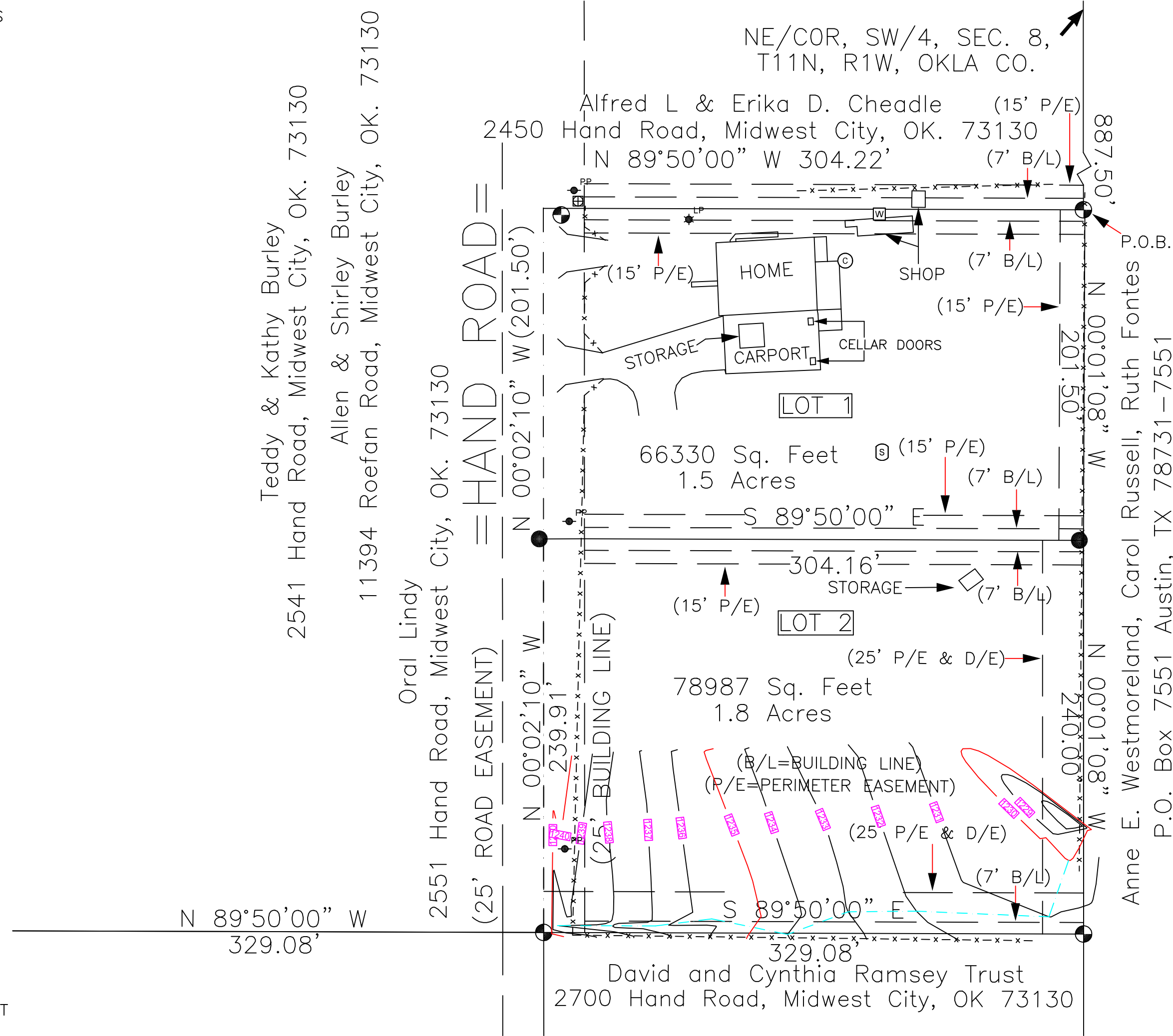
STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SIAD COUNTY AND STATE PERSONALLY APPEARED TO ME KNOWN TO BE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH ON THE _____ DAY OF _____, 2019.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

PRELIMINARY PLAT
OF
MARY KNOWLIN ESTATE
2500 HAND ROAD, MIDWEST CITY, OKLAHOMA 73130
PART OF THE SW/4, SEC. 8, T11N,
R1W, I.M., OKLAHOMA COUNTY, OKLAHOMA



PARENT LEGAL DESCRIPTION (DEED, BOOK 7557, PAGE 1966 & BOOK 7660, PAGE 536)
I, Allen E. Henry, a Registered Land Surveyor of the State of Oklahoma, do hereby certify that the hereon shown Mortgage Inspection Survey was made on the ground under my supervision of a tract of land being a part of the Southwest Quarter (SW/4) of Section Eight (8), Township 11 North (T11N), Range 1 West (R1W) of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:
Beginning at a point 664.50 feet South from the Northeast Corner of the Southwest Quarter (SW/4) of Section Eight (8); thence West a distance of 329.30 feet to a point; thence South a distance of 664.50 feet to a point; thence East a distance of 329.10 feet to a point; thence North 664.50 feet to the Point of Beginning, Less and Except 25.00 feet wide across the North and West sides thereof reserved for road purposes.
LESS AND EXCEPT
A tract of land being a part of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section Eight (8), Township 11 North (T11N), Range 1 West (R1W) of the Indian Meridian, Oklahoma County, Oklahoma being more described as follows:
Beginning at a point which is 664.50 feet South from the Northeast Corner of the Southwest Quarter (SW/4) of Section Eight (8); thence West a distance of 329.30 feet to a point; thence South a distance of 223.00 feet to a point; thence East a distance of 329.24 feet to a point; thence North a distance of 223.00 feet to the Point of Beginning. Less and Except a strip of land 25.00 feet wide across the North and West sides thereof reserved for road purposes. Tract contains 1.38 acres more less.

Allen E. Henry L.S. #1335
CA #3798 - EXPIRES: 6-30-2019

ACCEPTANCE OF DEDICATION BY THE CITY COUNCIL
BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY, OKLAHOMA THAT THE DEDICATIONS SHOWN ON THE ANNEXED PLAT OF MARY KNOWLIN ESTATES ARE HEREBY EXCEPTED.
ACCEPTED BY THE CITY COUNCIL OF MIDWEST CITY, OKLAHOMA, THIS _____ DAY OF _____, 2019.

MAYOR

CERTIFICATE OF COUNTY TREASURE
I, _____, HEREBY CERTIFY THAT I AM THE DULY ELECTED QUALIFIED AND ACTING COUNTY TREASURE OF OKLAHOMA COUNTY, STATE OF OKLAHOMA, THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES PAID FOR ALL YEAR 2019 AND ALL PRIOR YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT OF MARY KNOWLIN ESTATES AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA.
IN WITNESS WHEREOF, SAID COUNTY TREASURE HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____, 2019.

COUNTY TREASURE

CERTIFICATE OF CITY CLERK
I, _____, CITY CLERK OF MIDWEST CITY, OKLAHOMA HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND ALL DEFERRED PAYMENTS OR UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS PROCEDURE NOW PENDING AGAINST THE LAND SHOWN ON THE ANNEXED PLAT OF MARY KNOWLIN ESTATES, THIS _____ DAY OF _____, 2019.

CITY CLERK

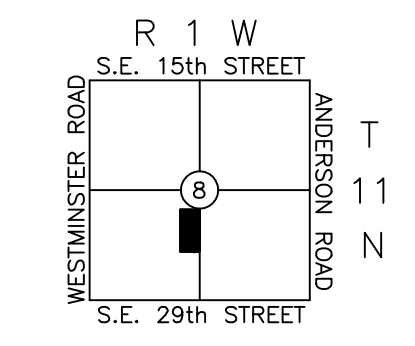
CITY PLANNING COMMISSION APPROVAL
I, _____, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF OKLAHOMA CITY, OKLAHOMA DO HEREBY CERTIFY THAT THE SAID PLANNING COMMISSION DULY APPROVED IN THE ANNEXED PLAT OF MARY KNOWLIN ESTATES AN ADDITION TO MIDWEST CITY, OKLAHOMA, AT A MEETING HELD ON THE _____ DAY OF _____, 2019.

SECRETARY

LEGEND

- x - x - x - x - FENCE
- OP - OP - OP - OP - POWER LINE
- W WATER WELL
- PP POWER POLE
- LP LIGHT POLE
- ☐ PHONE SERVICE
- E ELECTRIC BOX
- S SEWER SEPTIC
- C CLEAN OUT
- ⊙ SET IRON PIN
- FOUND IRON PIN

SCALE: 1"=60'



OWNERS:

MARY K. KNOWLIN TRUST
2500 HAND ROAD
MIDWEST CITY, OK. 73150
PHONE;

NOTES:

PROPERTY CURRENTLY DOES NOT
HAVE USE OF CITY WATER OR
CITY SEWER SERVICES

PRELIMINARY PLAT TO SERVE		
MARY KNOWLIN ESTATE S&H-4489		
This Plat of Survey meets the minimum standards established State statute 59 O.S. 471.1 and Chapter 245:15-1-3 of the rules of the Board of Licensure for Professional Engineers and Land Surveyors.		
BASIS OF BEARING:	GIRD NORTH	
LAST SITE VISIT:	04/03/2018	
STOUT & HENRY SURVEYING, INC. 5001 S. BERRYMAN RD. OKLA. CITY, OKLAHOMA 73150	C.A. #3798 exp. 6/30/2019 PHONE (405) 741-1675 FAX (405) 741-1687	
DATE: 06-28-2019 DRAWN BY: LDJ	SCALE: 1"=60'	SHEET NO. 1 OF 1
SURVEYOR: ALLEN E. HENRY L.S. #1335		

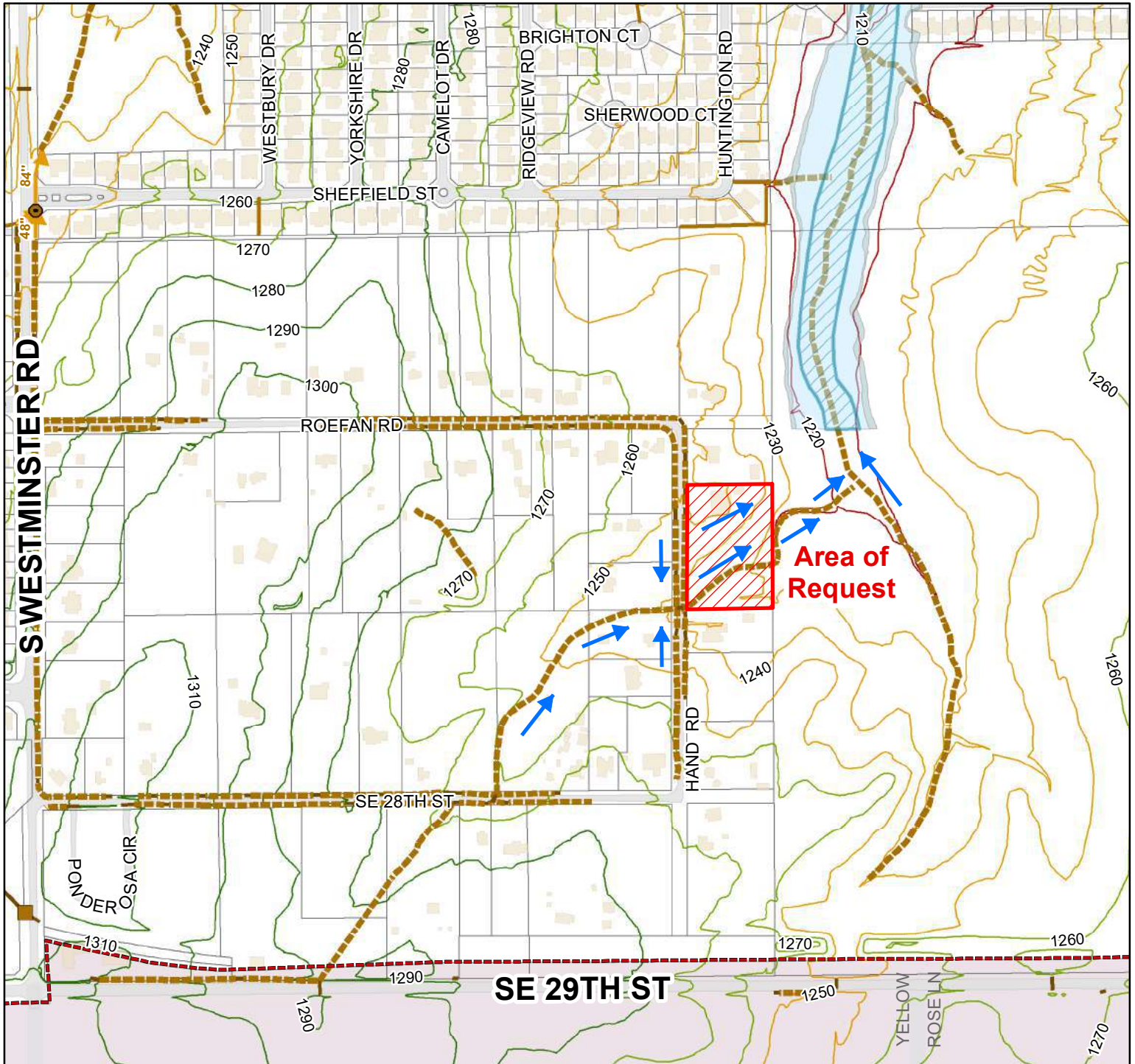
June 28, 2019

Request Wavier

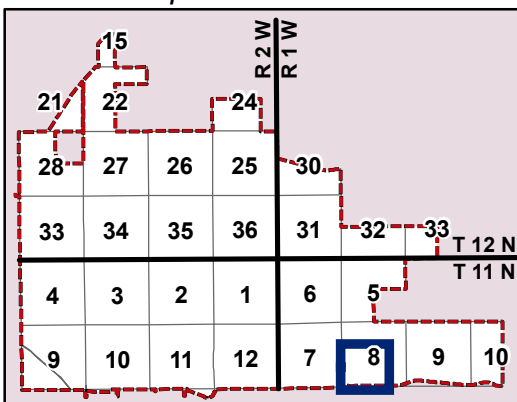
**RE: Boyd Mize
2500 Hand Road
Midwest City, OK. 73130**

This is a request a wavier for the Half Street, sidewalk and sewer extensions on behalf of Boyd Mize, I Kathy Burley are requesting these extension requirements.


Kathy Burley



Locator Map



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

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-2016

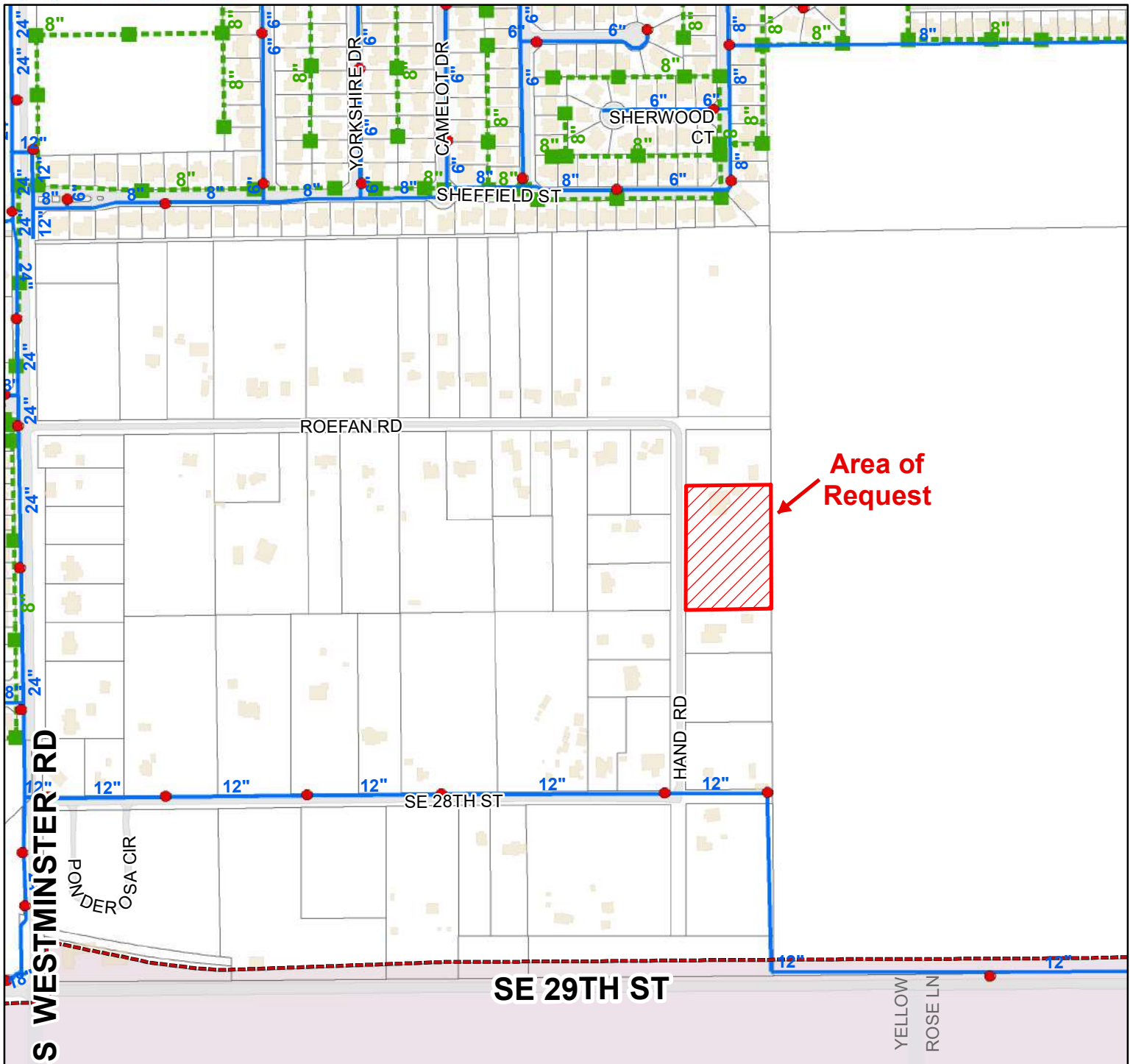
(SW/4, Sec. 8, T11N, R1W)



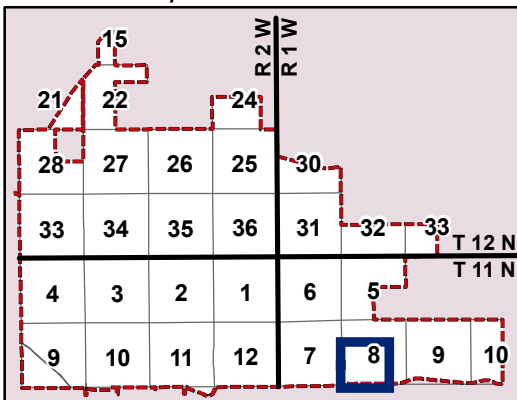
0 500 1,000 Feet

1 inch = 500 feet

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Locator Map



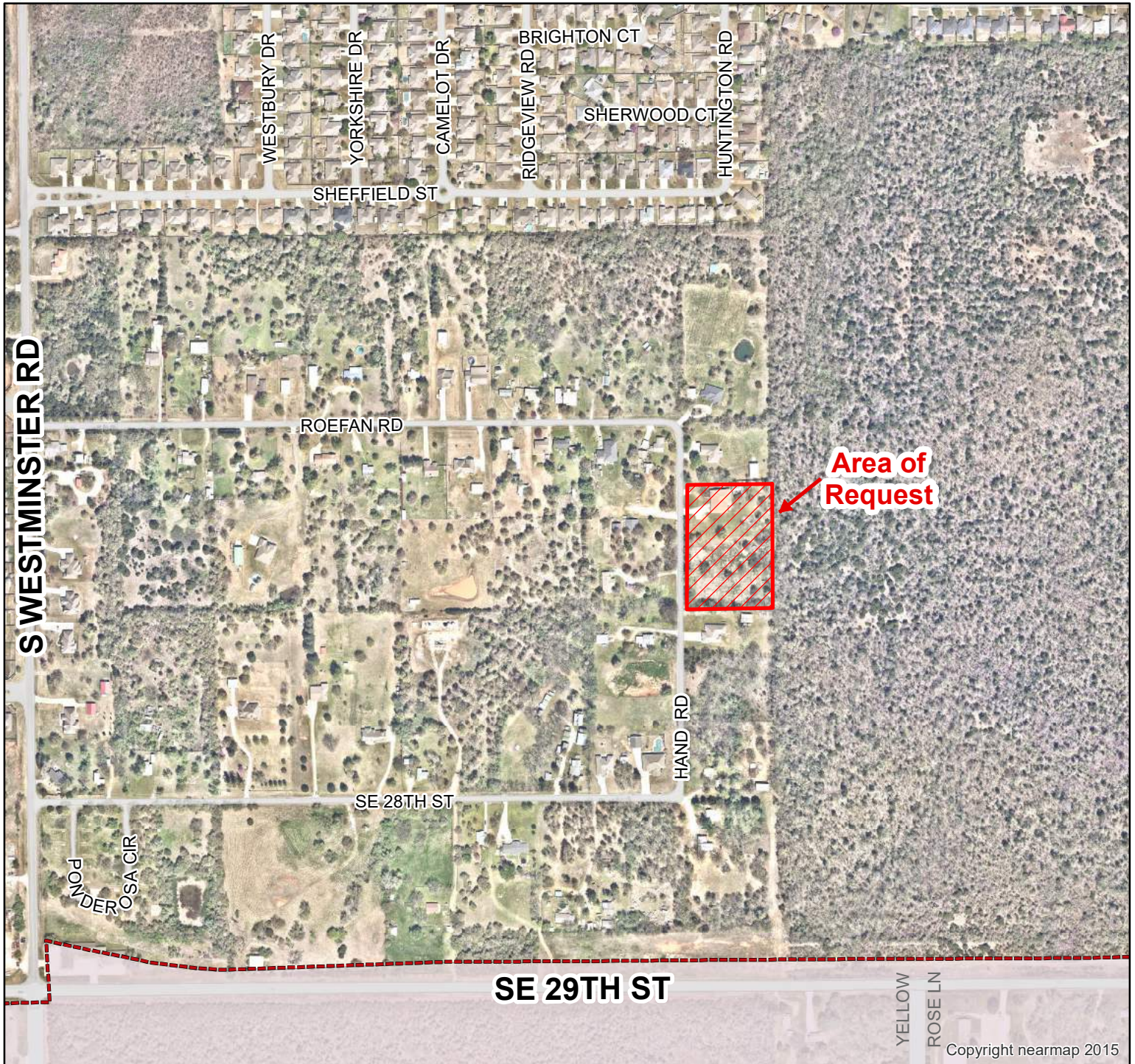
Water/Sewer Legend

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

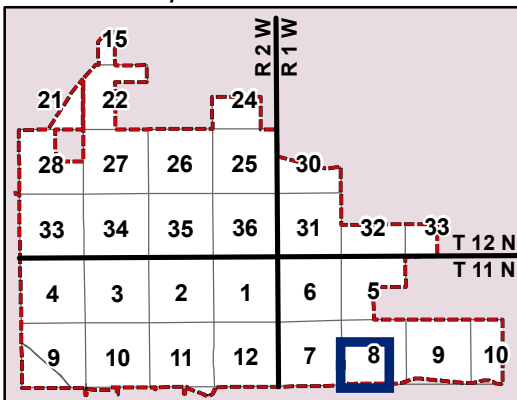
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2016
(SW/4, Sec. 8, T11N, R1W)**



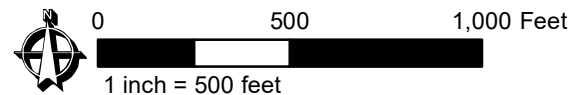
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Locator Map



**2019 NEARMAP AERIAL VIEW FOR
PC-2016
(SW/4, Sec. 8, T11N, R1W)**



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THE CITY OF MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT—ENGINEERING DIVISION

William Harless, Community Development Director

Patrick Menefee, P.E., City Engineer

TO: City Council

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

DATE: September 10th, 2019

SUBJECT: (TS-437) Discussion and consideration of changing the intersection of Austrian Pine Dr / Whitebud Pl / Red Oak Dr from a 2 way YIELD to a 4 way STOP.

DATES OF HEARINGS: Commission August 15th, 2019
City Council September 10th, 2019

APPLICANT/REQUESTOR: Michael Della Vecchio
Timber Ridge Pointe HOA President
PO Box 1311
Choctaw OK 73020

STAFF RECOMMENDATION: The request meets the warrants outlined by the 2009 MUTCD for a 4 way STOP control. **Therefore, staff recommends a 4 way stop at the intersection.**

TRAFFIC & SAFETY: **The Traffic and Safety Commission recommended changing the intersection of Austrian Pine Dr / Whitebud Pl / Red Oak Dr from a 2 way YIELD to a 4 way STOP as requested.**

ACTION REQUIRED: Approve or deny a request to add 4 way STOP controls to the intersection of Austrian Pine Dr / Whitebud Pl / Red Oak Dr.

STAFF COMMENTS:

The applicant, Michael Della Vecchio has requested a STOP sign at the intersection of Austrian Pine Dr / Whitebud Pl / Red Oak Dr. Currently, there is a 2 way yield sign on the approaches of Whitebud Pl / Austrian Pine Dr. The speed limit for both streets is 25 mph. The applicant has 64 signatures of support for the request. The Midwest City Police Department has reported no crashes at the intersection the past three years. The request letter and petition are included with this application.

The following citation is from the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the United States Department of Transportation, Federal Highway Administration:

Section 2B.07 Multi-Way Stop Applications

Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include

100 N. Midwest Boulevard, Midwest City, Oklahoma 73110
ENGINEERING (405) 739-1220 - FAX (405) 739-1399

pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

03 The decision to install multi-way stop control should be based on an engineering study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Minimum volumes:

The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

05 Other criteria that may be considered in an engineering study include:

The need to control left-turn conflicts;

The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

The applicant indicates that speed would be the reason for installing STOP signs. However, it is recommended that STOP signs never be used for speed control and have been shown by numerous studies that STOP signs may promote aggressive driving behavior.

City staff does believe that the last two criteria of 2B.07 Multi-Way Stop Applications is applicable in this case where there is some site distance issues and all the approaches and design characteristics are similar. **Therefore, the application does meet requirements for multi-way STOP signs under Section 2B.07. Staff recommends approval.**

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

Patrick Menefee, P.E.
City Engineer

cc:

Brandon Clabes, Midwest City Police

File: TS-437

Red Oak Dr., Austrian Pine Dr., & Whitebud Pl.



- Address Points
- ▭ Parcel Boundaries



1 in = 45 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.

Copyright: nearmap 2015

Timber Ridge Pointe Homeowners Association, Inc.

Address: P.O. Box 1311 Choctaw, OK 73020
<https://www.facebook.com/TimberRidgePointe>

June 4, 2019

Mr. Patrick Menefee, P.E.
City Engineer
100 N. Midwest Boulevard
Midwest City, OK 73110

RE: Traffic and Safety Commission request the installation of a four way "STOP" sign placed at Austrian Pine Dr. and Whitebud at the intersection of Red Oak Dr.

Dear Commissioners:

We, the residents of Timber Ridge Pointe request placement of a four way "STOP" sign at the referenced intersection due to speeding on Red Oak Dr. and to improve safety.

This intersection has high traffic volume and is projected to increase as the neighborhood expands.

Attached is the required petition form indicating neighborhood agreement with this request.

I may be contacted at 405-708-0110 to discuss the request.

Sincerely,

Mr. Michael Della Vecchio
Timber Ridge Pointe HOA President
PO Box 1311
Choctaw, OK 73020



The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

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

To: All Traffic and Safety Commission applicants
From: Patrick Menefee, P.E., City Engineer
Date: January 20th, 2010
Subject: Requests

The Midwest City Engineering Division administers traffic and safety related requests with respect to current City Council adopted policies and standard engineering practices as stated in the **Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2000 edition, as published by the United States Department of Transportation, Federal Highway Administration.**









Attached are the requirements, as adopted originally by the City Council on September 13, 1994, and subsequently revised on October 13, 1998, for submitting a request to the Traffic and Safety Commission for consideration, a sample request letter (for informational purposes only), and the City's standard petition form for "STOP" signs in residential areas. The standard petition form may be modified to suit your particular request. Please be aware that all requests do not necessarily go to the Commission for consideration. Those requests meeting Council and MUTCD usage warrants, for example a street light at the end of a cul-de-sac or a "STOP" sign at the intersection of a local or collector street with an arterial street, do not require Commission action and can be handled administratively through City government. Please read through the attached information. The Engineering Division has prepared this information to assist you in preparing your request to be heard by the Commission and City Council.




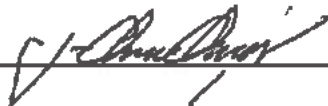
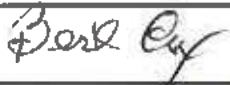

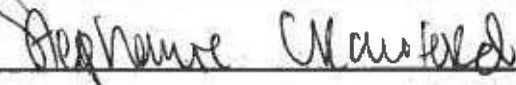


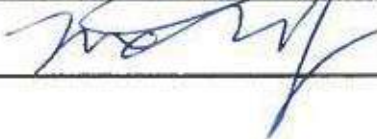
The Traffic and Safety Commission meets monthly, as needed, to hear cases and recommend action to the City Council. Meetings are held on the third Thursday of the month in the City Council Chambers in the Municipal Center, 100 N. Midwest Blvd., at 7:00 p.m. The Commission serves as an **advisory commission** to the City Council. The Commission itself does not have the authority to implement changes. All Commission cases are forwarded, when closed, to the Council for action. The City Council usually hears Commission cases at their second meeting in the month following the Commission's meeting.

Should you have any questions concerning a request or the contents of this packet, please contact the Community Development Department at 739-1220.

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110
Engineering Division (405) 739-1220 • FAX (405)739-1399 • TDD (405) 739-1359

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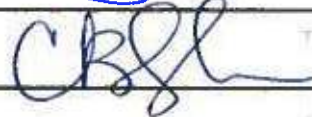

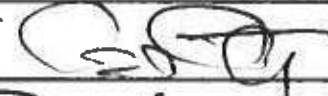
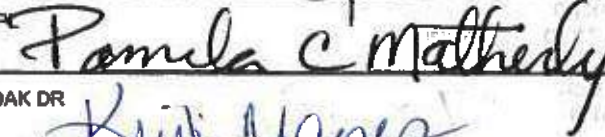
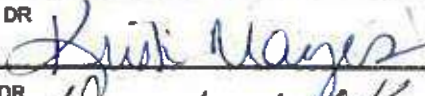
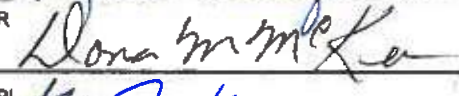



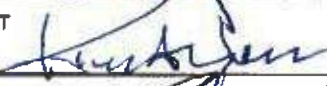

Name	Address	Owner/Tenant	Signature	Agree/Disagree
ABEL, SCOTT	13115 RED OAK DR Choctaw OK 73170			
Allcox, Chad	13169 Whitebud Pl Choctaw OK 73020			Agree
ALLEN, KAREN SUE	13116 CHINKAPIN OAK PL Choctaw OK 73170			
ANDERSON, LISA	2318 AUSTRIAN PINE DR Choctaw OK 73020			Agree
Ankney, Brandon & Jamie	13183 RED OAK DR CHOCTAW OK 73020			
ARIAS, JORGE	13141 Chinkapin Oak Pl choctaw ok 73020			
ARMSTRONG, EUGENE & LINDA	13108 WHITE PINE CT Choctaw OK 73170			Agree
ASHFORD, CHAD & COURTNEY	13160 AUSTRIAN PINE DR Choctaw OK 73170			
AUSTIN, TIMOTHY	13148 CHINKAPIN OAK PL Choctaw OK 73170			
Baker, Kathryn	13140 CHINKAPIN OAK PL CHOCTAW OK 73020			
BARTLETT, JEREMY & ALYSSA	13128 CHINKAPIN OAK PL Choctaw OK 73020	Rental		
BEAVER, LEE	13154 RED OAK DR Choctaw OK 73170			Agree
BERGMANN, FRED & GINNY	2516 Red Oak Dr Choctaw OK 73020			Agree
BESTEDA, ROYCE & AMANDA	13149 SHUMARD OAK DR Choctaw OK 73170			
BILLECK, DAVID & HALEY	13130 RED OAK DR Choctaw OK 73020			
BLACKWELL, MARK & DEDRA	13145 RED OAK DR Choctaw OK 73170			
Blessington, Paul & Renee	13121 Austrian Pine Dr Choctaw OK 73020			Agree
BODE, CARRI	13133 AUSTRIAN PINE DR Choctaw OK 73170			
BOYNE, JANICE	2417 AUSTRIAN PINE DR Choctaw OK 73170	Rental		Agree
BROSELOW, BETHANY J & ANDREW M	13127 RED OAK DR CHOCTAW OK 73020			
BROWN, JAMES	13133 Lobolly Pine St Choctaw OK 73020			
Brush, Richard and Kimberly	13145 Chinkapin Oak Pl Choctaw OK 73020			Agree


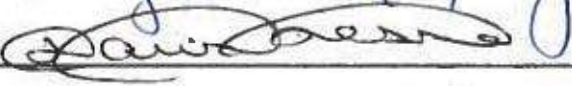



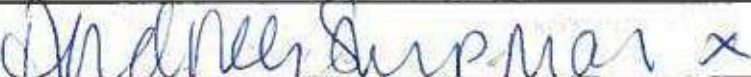
Name	Address	Owner/Tenant	Signature	Agree/Disagree
BRYAN, WILLIAM & AMY	13157 RED OAK DR Choctaw OK 73170			
BRYANT, FAWN	13149 RED OAK DR Choctaw OK 73170			
BUPP, RYAN	13124 LOBLOLLY PINE ST Choctaw OK 73170			
CALLAWAY, JANICE W	13164 CHINKAPIN OAK PL Choctaw OK 73170			
CHARPENTIER, CHRISTOPHER	13169 CHINKAPIN OAK PL CHOCTAW OK 73020			
CHILCOAT, JASE & KELSEY	13173 CHINKAPIN OAK PL CHOCTAW OK 73020			agree
CHRISTENSEN, CLARK	13161 RED OAK DR Choctaw OK 73170			agree
CID, DAVID & CHRISTINA	13178 CHINKAPIN OAK PL CHOCTAW OK 73020			agree
CLEVELAND, DEWAYNE	13125 CHINKAPIN OAK PL CHOCTAW OK 73020			
CLICQUOT, JEAN CLAUDE	2312 AUSTRIAN PINE DR Choctaw OK 73170			AGREE
CLUGSTON, ANDREW & SUMMER	13146 WHITEBUD PL Choctaw OK 73170			
Cofer, Jamie	13141 Austrian Pine Dr Choctaw OK 73020			
COLLINS, CHARLITA	13165 AUSTRIAN PINE DR Choctaw OK 73170			
CONLEY, TAMMI	13144 CHINKAPIN OAK PL Choctaw OK 73170			
COX, BERT & INEZ	13129 LOBLOLLY PINE ST Choctaw OK 73170			agree
CRANDALL, LINDA	13181 CHINKAPIN OAK PL CHOCTAW OK 73020			agree
Crawford, Stephanie	2409 AUSTRIAN PINE DR, CHOCTAW OK 73020			agree
CROSSLEY, MAHLON	13168 CHINKAPIN OAK PL CHOCTAW OK 73020			
Curry, James & Kimberly	13150 Whitebud PL Choctaw OK 73020			Agree
DAKIS, JESSE & KASEY	13177 CHINKAPIN OAK PL CHOCTAW OK 73020			agree
DAVIS, MATTHEW & CRYSTAL	13161 CHINKAPIN OAK PL Choctaw OK 73170			agree
DEAN, SEAN	13157 WHITEBUD PL Choctaw OK 73170			

Name	Address	Owner/Tenant	Signature	Agree/Disagree
DELLA VECCHIO, MICHAEL	13172 AUSTRIAN PINE DR Choctaw OK 73170			Agree
EATON, JULIA	2405 AUSTRIAN PINE DR Choctaw OK 73020			
EDWARDS, CYNTHIA	2524 SCARLET OAK CT CHOCTAW OK 73170			
EGBERT, STEVEN & PATSY	13120 CHINKAPIN OAK PL CHOCTAW OK 73020			
EMMETT, STEVEN	13128 LOBLOLLY PINE ST CHOCTAW OK 73170			
England, Russel & Mandi	13141 SHUMARD OAK DR CHOCTAW OK 73020	Rental		
Enright, Thomas & Gerrie	13157 Austrian Pine Dr Choctaw OK 73020			Agree
ESPY, ROBERT	1318 WHITE BUD PL CHOCTAW OK 73020	Rental		
Thigpen, Andrew FARR, ADAM	13181 RED OAK DR CHOCTAW OK 73020		Andrew.Thigpen@NBG.com	Agree
Favors, James & Teresa	13131 Shumard Oak Dr. Choctaw OK 73020			Agree
FISHER, LAKESHA	13172 CHINKAPIN OAK PL Choctaw OK 73170			
Fox, Drew and Tiffany	13161 Whitebud Pl Choctaw OK 73020			Agree
FRANZONI, DAVID & PEGGY	13175 RED OAK DR Choctaw OK 73020			Agree
FRANZONI, JACOB & TERRON	13113 WHITE PINE CT CHOCTAW OK 73020			
FUGATE, JAMES & LINDA	13146 RED OAK DR Choctaw OK 73020			Agree
FUGATE, JOHN	13169 AUSTRIAN PINE DR CHOCTAW OK 73020			
FULLER, TIMOTHY M	13162 RED OAK DR Choctaw OK 73020			Agree
GALLAWAY, TRAVIS & JENNIFER	13142 WHITEBUD PL Choctaw OK 73020			
Gandara, Daniel & Teresa	13165 Red Oak Dr. Choctaw OK 73020			Agree
GAONA, JULIAN	13157 RED OAK DR Choctaw OK 73020			Agree
GIBBS, JOE	13182 CHINKAPIN OAK PL Choctaw OK 73020			
Gilland, Andrew & Grace	13150 Red Oak Dr CHOCTAW Ok 73020			

Name	Address	Owner/Tenant	Signature	Agree/Disagree
GLOVER, JOHN	13134 RED OAK DR Choctaw OK 73020			
GRABLE, ADAM & KIMBERLY	13160 CHINKAPIN OAK PLACE CHOCTAW OK 73020			Agree
GRAHAM, CYNTHIA	13138 LOBLOLLY PINE ST Choctaw OK 73020			
HALL, JASON & THERESA	13135 SHUMARD OAK DR Choctaw OK 73020	JASON & CHRISTY JUSTICE		AGREE
HAMILTON, SUSAN	13138 RED OAK DR. CHOCTAW OK 73020			
HATCHETT, LENNY & CECILIA	13166 WHITEBUD PL Choctaw OK 73020			Agree
Herzer, Andrew	13100 White Pine Court CHOCTAW OK			
HEYKENS, RYAN	13134 AUSTRIAN PINE DR Choctaw OK 73020			
HOWELL, CONNIE LUCAS	13153 AUSTRIAN PINE DR Choctaw OK 73020			agree
HUMBOLT, DANIEL & AUBREY	2600 SCARLET OAK CT Choctaw OK 73020			agree
HUTCHISON, PAUL & KIMBERLY	13166 RED OAK DR Choctaw OK 73020			Agree
IABONI, PAUL R	13130 AUSTRIAN PINE DR Choctaw OK 73020	Rental		
JAFFURS, STEVEN & JAMILLE	2521 SCARLET OAK CT Choctaw OK 73020			
JASPER, JOSEPHINE	13161 AUSTRIAN PINE DR CHOCTAW OK 73020	Rental:		
KALIDY LLC <i>Jensen Kevin</i>	2525 SCARLET OAK CT CHOCTAW OK 73020			Agree
KALSU, BRYAN	13187 RED OAK DR. CHOCTAW 73020			Agree
KATHLEEN LULI	13162 WHITEBUD PL Choctaw OK 73020			
KENNEDY, ROBIN JANE	13120 LOBLOLLY PINE ST Choctaw OK 73170			
KING, KEVIN	13170 WHITEBUD PL Choctaw OK 73020		<i>Kevin King</i>	agree
KING, RICHARD	13154 WHITEBUD PL Choctaw OK 73020			
Kula, Johnathan & Katherine	2404 Austrian Pine Dr Choctaw OK 73020			
LANCASTER, ALEX & LINDSEY	13128 CHINKAPIN OAK PL Choctaw OK 73020			

Jason.Justice.1@outlook.com

Name	Address	Owner/Tenant	Signature	Agree/Disagree
LANTZ, TOM	13130 WHITEBUD PL Choctaw OK 73020			AGREE
LARSON, MICHAEL	13111 RED OAK DR CHOCTAW OK 73020	Rental:		AGREE
LEACH, CHARLES	13117 AUSTRIAN PINE DR Choctaw OK 73020			
LEDOUX, KEVIN & CARA	13165 WHITEBUD PL Choctaw OK 73020			
LEE, WALLACE & PATRICIA	13116 LOBLOLLY PINE ST CHOCTAW OK 73020			
Levine, Jacob and Allison	13145 Shumard Oak Dr. Choctaw OK 73020			
LEWIS, JOHN & JEANNE	13129 AUSTRIAN PINE DR Choctaw OK 73170			AGREE
LUMRY, LLOYD & DEANNA	13125 LOBLOLLY PINE ST Choctaw OK 73020			agree
MAIKELL, BARBARA	2327 AUSTRIAN PINE DR Choctaw OK 73020			
MARTINEZ, AARON	13121 LOBLOLLY PINE ST Choctaw OK 73020			AGREE
MATHERLY, PAMELA C	13149 WHITEBUD PL Choctaw OK 73020			agree
MAYES, BILLY & KRISTI	13127 SHUMARD OAK DR Choctaw OK 73020			agree
MCKEE, DONA TRUST	2325 AUSTRIAN PINE DR Choctaw OK 73020			agree
MCKENNA, JAMES & CINDY	13157 CHINKAPIN OAK PL CHOCTAW OK 73020			AGREE
Michael T. Williams	13145 WHITEBUD PL CHOCTAW OK 73020			
MILLER, CHESTER & MARY	13153 RED OAK DR Choctaw OK 73020			
MITCHELL, BELINDA & CHRISTOPHER	13132 LOBLOLLY PINE ST Choctaw OK 73020			
MIXAY, KEUTKEO & AMONE	2401 AUSTRIAN PINE DR Choctaw OK 73020	Rental		
MOORE, CORY	13134 WHITEBUD PL Choctaw OK 73020			agree
MORPHIS, KIM	13186 CHINKAPIN OAK PL Choctaw OK 73020			Agree
MORPHIS, KIM & DEBORAH	2817 SCARLET OAK CT Choctaw OK 73020			Agree
MOSES, ROBERT & TERESA	13158 WHITEBUD PL Choctaw OK 73020			AGREE

Name	Address	Owner/Tenant	Signature	Agree/Disagree
MURPHY, BILLY GLEN	13127 WHITEBUD PL Choctaw OK 73020			
NESSEL, DAVID W	13117 LOBLOLLY PINE ST Choctaw OK 73020			AGREE
NIX, ANGELA	13124 CHINKAPIN OAK PL Choctaw OK 73020			
O'NEAL, CYNTHIA RAY	13125 AUSTRIAN PINE DR Choctaw OK 73020			
Orange, Priscila	2514 Red Oak Dr Choctaw OK 73020			
OVADIA, JOE & RACHEL	2400 AUSTRIAN PINE DR CHOCTAW OK 73020	Rental		
PAYN, JOE & DONNA	2316 AUSTRIAN PINE DR CHOCTAW OK 73020			
REEVES, JOHN & CATHERINE	13104 WHITE PINE CT Choctaw OK 73170	Rental		
REGGIO, JOHN L	13112 LOBLOLLY PINE ST Choctaw OK 73170			
RICHWINE, MAX	13133 CHINKAPIN OAK PL CHOCTAW OK 73020			
RONDEAU, TYSON	13119 RED OAK DR CHOCTAW OK 73020	Rental		
ROSS, DANIEL & TIFFANY TATRO	13170 RED OAK DR Choctaw OK 73170			X
Ross, Joseph and Krystal	13131 Whitebud Pl Choctaw OK 73020			X
RUSSELL, CHARLES	13148 LOBLOLLY PINE ST Choctaw OK 73170			
SANDERSON FAMILY TRUST	2315 AUSTRIAN PINE DR Choctaw OK 73170			X
SCHLUTER PROPERTIES	13145 AUSTRIAN PINE DR Choctaw OK 73020	Rental		
SCHLUTER PROPERTIES LLC	13137 AUSTRIAN PINE DR CHOCTAW OK 73020	Rental		
SELF, DANIEL & LISA	13137 CHINKAPIN OAK PL CHOCTAW OK 73020			
SHARP, JAMES	13149 AUSTRIAN PINE DR Choctaw OK 73170			
SHATSWELL, LARRY	13156 AUSTRIAN PINE DR Choctaw OK 73170			
SHAWMARIE, JAMES	2413 AUSTRIAN PINE DR Choctaw OK 73170			
SHIPMAN, CHRISTOPHER & ANDREA	13158 RED OAK DR CHOCTAW OK 73020			X

Name	Address	Owner/Tenant	Signature	Agree/Disagree
SHTURM, ALEXANDER	13144 LOBLOLLY PINE DR Choctaw OK 73020	Rental		
SMITH, AUSTIN & MEGAN	13122 AUSTRIAN PINE DR Choctaw OK 73170		<i>Austin Smith</i>	<i>agree</i>
SMITH, HALEY & HAROLD	13186 CHINKAPIN OAK PL CHOCTAW OK 73130			
SPANGLER, RYAN & STACEY	2601 SCARLET OAK CT Choctaw OK 73170			
SPURLOCK, JOHN & MALORA	13148 CHINKAPIN OAK PL Choctaw OK 73170		<i>John Spurlock</i>	<i>agree</i>
STEELE, JOHN & SARAH	13140 LOBLOLLY PINE ST CHOCTAW OK 73020			
STONE, ROBERT & LEAH	13153 WHITEBUD PL Choctaw OK 73170		<i>R. Stone</i>	<i>Agree</i>
SUTTON, OLEN & ROBERTA	13131 RED OAK DR Choctaw OK 73170			
TERRY, ROBERT & LISA	13136 CHINKAPIN OAK PL Choctaw OK 73170			
THOMAS, RICHARD	13153 CHINKAPIN OAK PL Choctaw OK 73170		<i>Richard Thomas</i>	
TOBERGATE, WILLIAM	13126 AUSTRIAN PINE DR Choctaw OK 73170			
TONKS, MICHAEL & VIRGINIA	13179 RED OAK DR CHOCTAW OK 73020		<i>Michael Tonks</i>	
TUREK, MIKE & SAMMIE	2320 AUSTRIAN PINE DR Choctaw OK 73170		<i>Mike Turek</i>	
VAUGHT, JAMIE & STEPHEN	13132 CHINKAPIN OAK PL CHOCTAW OK 73020		<i>Stephen Vaught</i>	<i>Agree</i>
WALKER, LLOYD	13142 RED OAK DR Choctaw OK 73020			
WASHINGTON TERRANCE & DENISE	13123 RED OAK DR Choctaw OK 73020	Rental		
Wilbanks, Kellie	13128 Whitebud Place Choctaw OK 73020			

Fireworks
Street light

end of 2518 Fed
Dish

Melissa Williams

Agree

Vanessa Allen

42

13141 Shumard Oak DE
Chotaw OK 73026

Jaime Johnson

Agree

13112 Loblolly





THE CITY OF MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT—ENGINEERING DIVISION

William Harless, Community Development Director

Patrick Menefee, P.E., City Engineer

TO: City Council
FROM: Patrick Menefee, P.E., City Engineer
DATE: September 10th, 2019
SUBJECT: (TS-438) Discussion and consideration of adding additional STOP controls to the intersections of Viewpoint Dr / W Peebly Dr and Viewpoint Dr / Havenwood Dr.

DATES OF HEARINGS: Commission August 15th, 2019
City Council September 10th, 2019

APPLICANT/REQUESTOR: Brian M Atchley
3205 N Viewpoint Dr.
Midwest City OK 73110
(405) 830-0656

STAFF RECOMMENDATION: The request meets the warrants outlined by the 2009 MUTCD for a 3 way STOP control. **Therefore, staff recommends a 3 way stop at the intersections.**

TRAFFIC & SAFETY: **The Traffic and Safety Commission recommended adding additional STOP controls to the intersections of Viewpoint Dr / W Peebly Dr and Viewpoint Dr / Havenwood Dr as requested.**

ACTION REQUIRED: Approve or deny a request to add additional STOP controls to the intersections of Viewpoint Dr / W Peebly Dr and Viewpoint Dr / Havenwood Dr.

STAFF COMMENTS:

The applicant, Brian M. Atchley, has requested STOP signs at the intersections of Viewpoint Dr / W Peebly Dr and Viewpoint Dr / Havenwood Dr. Currently, there are STOP controls on the approaches of W Peebly Dr and Havenwood Dr with Viewpoint Dr having no STOP controls. The speed limit for Viewpoint Dr. is 25 mph. The applicant has 31 signatures of support for the request. The Midwest City Police Department has reported no crashes at the intersection for the past three years. The petition is included with this application.

The following citation is from the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the United States Department of Transportation, Federal Highway Administration:

Section 2B.07 Multi-Way Stop Applications

Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way

stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

03 The decision to install multi-way stop control should be based on an engineering study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Minimum volumes:

The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

05 Other criteria that may be considered in an engineering study include:

The need to control left-turn conflicts;

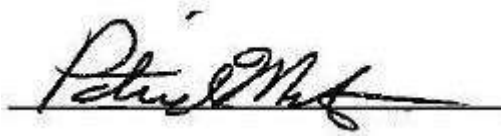
The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

City staff does believe that the last criteria of 2B.07 Multi-Way Stop Applications is applicable in this case where all the approaches and design characteristics are similar. **Therefore, the application does meet requirements for multi-way STOP signs under Section 2B.07. Staff**

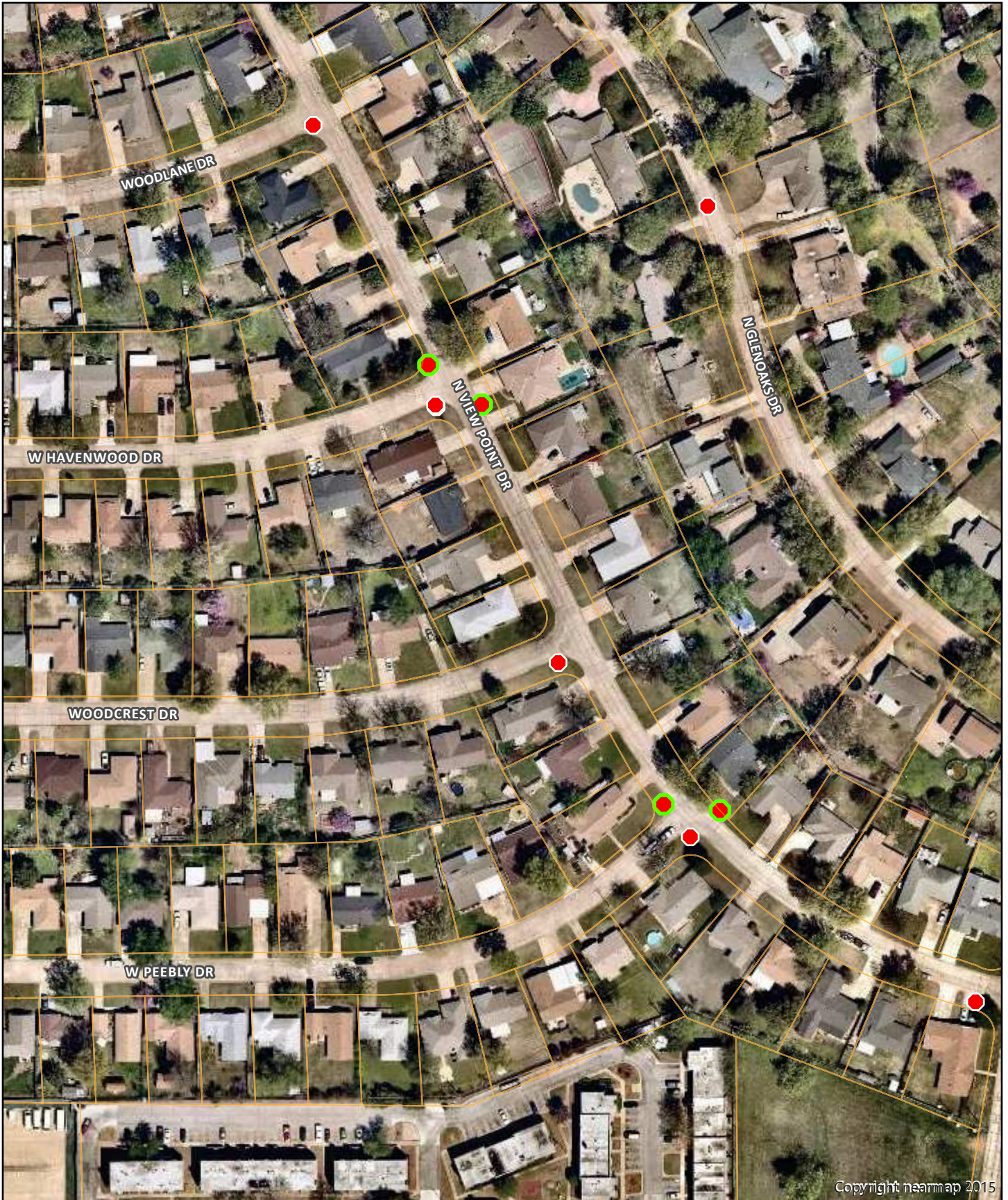
recommends approval.

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

Patrick Menefee, P.E.
City Engineer

cc: Brandon Clabes, Midwest City Police

File: TS-438



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-  Parcel Boundaries
-  Yield
-  Stop
-  Proposed Stop



1 in = 150 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

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The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT – ENGINEERING DIVISION
 Billy Harless, Community Development Director
 Patrick Menefee, P.E., City Engineer

TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s):
To install "STOP" signs at N. Viewpoint & its intersections with both W. Peabody and W. Havenswood Dr.

PETITION CONTACT PERSON:

Name: Brian M. Atchley, MBA
 Address: 3205 N. Viewpoint Dr., Midwest City, OK 73110
 Phone: (405) 830-0656

NOTE: ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT

NAME	ADDRESS	OWNER OR TENANT	AGREE OR DISSAGREE WITH REQUEST
Brian Atchley	3205 N. Viewpoint Dr.	owner	Agree
MIKE CANTRELL	3200 N. VIEWPOINT DR	OWNER	AGREE
Victoria Ingram	3300 N. Viewpoint Dr	Owner	Agree
Anna Chilton	3301 N Viewpoint Dr	Owner	Agree
Debbie Langston	1617 Briarcrest Dr	owner	Agree
Lynn Langston	1612 Briarcrest Dr	owner	Agree
DANIEL EGGERS	3213 N. VIEWPOINT	owner	Agree
Memath Broadlove	3204 N. Viewpoint	Tenant	Agree
Andrew Perdue	3208 N. Viewpoint	Owner	Agree
Natasha Rose	3304 N Viewpoint	Owner	Agree
JUSTIN PHILLIPS	3308 N Viewpoint	owner	Agree
Sue Morrison	3209 N. Viewpoint	owner	Agree
MARY ANN WOLDIKON	3109 N. VIEWPOINT	owner	AGREE
Wendall Curry	3105 N. Viewpoint	owner	Agree
James B. Hudson	3005 N. Viewpoint	owner	Agree
Wayne King	3004 N. Viewpoint	owner	Agree
Thomas Cole	3104 N. Viewpoint	owner	Agree
Betty Lewis	3108 N. Viewpoint	owner	Disagree
Brandi Ingerson	3112 N Viewpoint	tenant	agree
Charles Davis	1001 Woodcrest	owner	Agree



THE CITY OF MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT—ENGINEERING DIVISION

William Harless, Community Development Director

Patrick Menefee, P.E., City Engineer

TO: City Council
FROM: Patrick Menefee, P.E., City Engineer
DATE: September 10th, 2019
SUBJECT: (TS-439) Discussion and consideration of recommending that the City pursue traffic calming measures on Murray Dr.

DATES OF HEARINGS: Commission August 15th, 2019
City Council September 10th, 2019

APPLICANT/REQUESTOR: Jim Mazur
2525 Murray Dr
Midwest City, OK 73110
(405) 640-1728

STAFF RECOMMENDATION: The request asks for assistance with speed issues along Murray Dr. **Therefore, staff recommends that the City pursue traffic calming measures on Murray Dr.**

TRAFFIC & SAFETY: **The Traffic and Safety Commission recommended that the City pursue traffic calming measures on Murray Dr.**

ACTION REQUIRED: Approve or deny support for traffic calming measures on Murray Dr.

STAFF COMMENTS:

The applicant, Jim Mazur, has requested a speed bump and/or lines in the road to indicate a school zone in a way to discourage speeding along Murray Dr. Currently, there are no measures on Murray Dr. between Reno Ave. and Beard Dr. The speed limit for Murray Dr is 25 mph. The applicant has 16 signatures of support for the request. The Midwest City Police Department has reported twelve crashes along the corridor including the intersection with Reno Ave over the past three years. The petition is included with this application.

To address Mr. Mazur's petition specifically; the City does not allow speed bumps on any public road. Among the reasons are that they create liability, slow emergency response, increase maintenance, and are drainage nuisances. Additionally, one speed bump will mean a speed bump on every street in the City. Additionally, the striping suggestion is likely related to the "squiggle" that is found around many Mid-Del schools, especially in Del City. These lines are not approved by the MUTCD, a federal standard governing all traffic control devices. Using this striping opens up the City to potential lawsuit for diverging from a federal standard.

City staff frequently get calls for speed controlling measures but rarely receives an actual petition. Attached are three articles all expressing that STOP signs are not to be used for speed and in fact can cause more aggressive driving and potentially higher speeds if for a moment.

In this particular case, staff thinks this is an excellent test case to construct traffic calming as an alternative to STOP signs being used as speed control. Many cities have programs where traffic calming is used as the first engineering response to a speed issue, but Midwest City does not. For Murray Dr., staff would recommend a traffic circle or mini-roundabout as an appropriate solution. Unlike those found in Europe or even the roundabout at NE 10th / Classen in OKC; these would be small and easily constructed in the existing roadway. They could even be tried on a temporary basis as a trial.



Example of a temporary trial where STOP signs were existing.

Therefore, staff recommends that the City pursue traffic calming measures on Murray Dr.



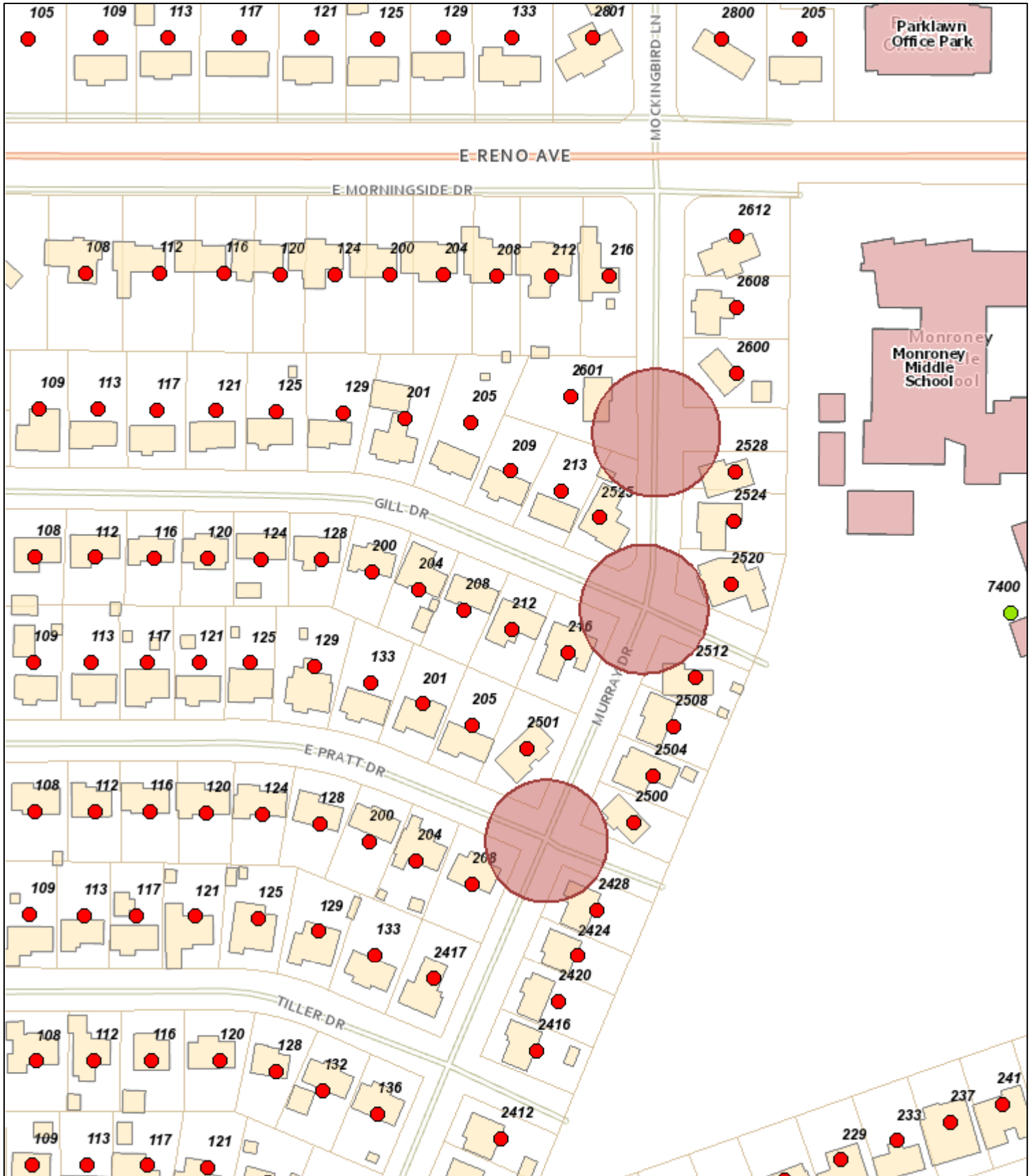
Example of a neighborhood traffic circle

Patrick Menefee, P.E.
City Engineer

cc:

Brandon Clabes, Midwest City Police

File: TS-439



Legend



1 in = 188 ft

when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

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

TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s):
TOO INSTALL A SPEED BUMP & OR LINES IN ROAD TO INDICATE A SCHOOL ZONE BETWEEN RENO AND GILL STREET ON MURRAY DRIVE AND TOWARDS DRAPER DRIVE.

PETITION CONTACT PERSON: Name: JIM MAZUR
 Address: 2525 MURRAY DR.
 Phone: 405-640-1728

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY.. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

Check as appropriate:

Name	Address	Are you an owner or a tenant?	Do you agree or disagree with the request?
<u>JIM MAZUR</u>	<u>2525 MURRAY</u>	<u>Owner</u> Tenant	<u>Agree</u> Disagree

Bobby Johnson 2500 Murray / owner - Agree
Keith Harless 3500 Willow Creek dr MWC, OK 73110

NAME	ADDRESS	OWNER RENT	AGREE/DISAGREE
Greg BARRIENTEZ	2601 MURRAY DR	RENT	AGREE
Cliff CHATMAN	2605 MURRAY DR	RENT	✓
Pa. M. C. L. M.	2600 MURRAY DR	OWN	✓
Candace Doss	2528 MURRAY DR	OWN	AGREE ✓
Kristen Halloran	2504 Murray Drive	rent	agree
RANDY HART	2512 Murray DR.	OWN	agree ✓
PETE AMEEN	2504 MURRAY DR	OWN	AGREE ✓
Stephen Durbz	2420 Murray Dr	rent	AGREE ✓
Liza Poblano	2501 Murray Dr	OWN	AGREE
Cynthia Bruce England	213 Hill	OWN	AGREE
Dawn Mitchell	205 Gill Dr	OWN	Agree
Richard Cheng	204 Gill Dr	Rent	Agree
Shirley Linche	212 Hill	OWN	Agree
Eric Poff	216 Gill Dr	OWN	Agree

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220 • FAX (405) 739-1399 • TDD (405) 739-1359

An Equal Opportunity Employer



THE CITY OF MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT-ENGINEERING DIVISION
William Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

TO: City Council
FROM: Patrick Menefee, P.E., City Engineer
DATE: September 10th, 2019
SUBJECT: (TS-440) Discussion and consideration of supporting a change to the traffic pattern at the intersection of NE 23rd Street and Midwest Boulevard.

DATES OF HEARINGS: Commission August 15th, 2019
City Council September 10th, 2019

APPLICANT/REQUESTOR: City Staff

STAFF RECOMMENDATION: This request is to change the traffic pattern in response to safety concerns and recent crash history. **Therefore, staff recommends that the City pursue the recommended changes.**

TRAFFIC & SAFETY: **The Traffic and Safety Commission recommended that the City pursue changing the traffic pattern at the intersection of NE 23rd Street and Midwest Boulevard.**

ACTION REQUIRED: Approve or deny support for changing the traffic pattern.

STAFF COMMENTS:

The speed limit for both NE 23rd St and Midwest Blvd is 45 mph. The Midwest City Police Department has reported three crashes at the intersection over the past three years. This report does not include the recent fatality July 8th.

City staff has received numerous complaints regarding the intersection and perceived safety issues. That particular stretch of Midwest Blvd has a high percentage of trucks owing to the industrial nature to the north.

After the complaints were received, staff examined the intersection and determined that the likely problem is that the left turns at Midwest Blvd can be obstructed when the opposing direction has a vehicle trying to make a left turn. The opposing vehicle, usually a truck, obscures a vehicle which may be driving through. Additionally, staff referred the intersection to ODOT since NE 23rd St falls under their jurisdiction. Even though the problem was identified, the intersection is constrained by utilities and the fact that ODOT and City of Spencer would have to be involved in any solution.

On July 8th, 2019, a vehicle crash resulted in a fatality at this intersection. The crash occurred when a car moving northbound impacted a left turning vehicle from the southbound which failed to yield. This crash has prompted staff to look further for an interim solution.

After discussion with the City's signal contractor, a proposal is being made to eliminate one of the through lanes on Midwest Blvd and convert them to a protected left turn. This will allow for

the least amount of interruption to the signal timing. Although this solution may not have prevented the fatal crash on July 8th, it will allow the City to further protect the left turn movement.



Before work will be ordered, the City of Spencer and ODOT will be notified and request to approve of the change.

Therefore, staff recommends that the City pursue the recommended changes.

Patrick Menefee, P.E.
City Engineer

cc:

Brandon Clabes, Midwest City Police

File: TS-440



THE CITY OF MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT—ENGINEERING DIVISION

William Harless, Community Development Director

Patrick Menefee, P.E., City Engineer

TO: City Council
FROM: Patrick Menefee, P.E.
DATE: September 10th, 2019
SUBJECT: (TS-441) Discussion and consideration of a request for additional STOP controls at the intersections of North Marshall Drive and East Kittyhawk Drive and East Rickenbacker Drive and East Harmon Drive.

DATES OF HEARINGS: Commission August 15th, 2019
City Council September 10th, 2019

APPLICANT/REQUESTOR: Ward 1 Councilwoman
Susan Eads
and Midwest City Engineering

STAFF RECOMMENDATION: The request does meet the warrants outlined by the 2009 MUTCD for 2 additional STOP control. **Therefore, staff recommends 2 more stop signs at East Rickenbacker Drive and East Harmon Drive.**

TRAFFIC & SAFETY: **The Traffic and Safety Commission recommended adding 2 more stop signs at East Rickenbacker Drive and East Harmon Drive.**

ACTION REQUIRED: Approve or deny a request to add 2 more STOP signs at East Rickenbacker Drive and East Harmon Drive.

STAFF COMMENTS:

The applicant, Ward 1 Councilwoman Susan Eads, on behalf of the H.O.A.s in the neighborhood has requested 2 additional stop signs at the intersections of North Marshall Drive and East Kittyhawk Drive and East Rickenbacker Drive and East Harmon Drive. Currently, there are only two way stops at these intersections. The speed limit for both streets is 25 mph.

The following citation is from the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the United States Department of Transportation, Federal Highway Administration:

Section 2B.06 STOP Sign Applications

Guidance:

01 At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see [Sections 2B.08](#) and [2B.09](#)).

02 The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of

the following conditions:

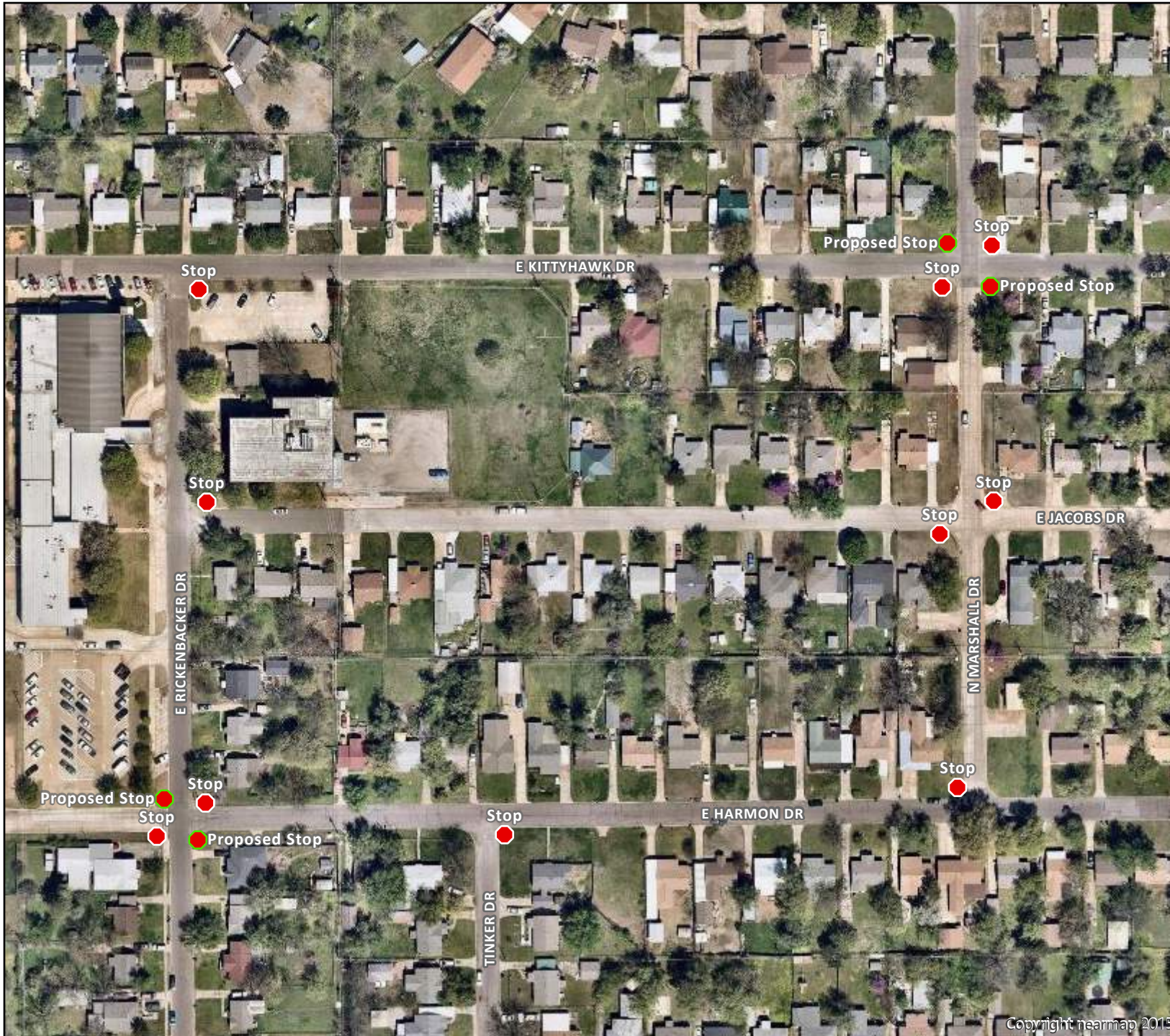
- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

The conversation between staff and the commission centered around the amount of cars traveling towards the school and church and the lack of four way stops helping people navigate their way to them. The intersection of **East Rickenbacker Drive and East Harmon Drive** is closer to them so the commission voted to install signs here to see the public's reaction to them. Once they're in place and there's positive feedback to them, the commission will then reevaluate putting in 2 more stop signs at North Marshall Drive and East Kittyhawk Drive. Staff agreed to access the signage and bring back a new request once these signs are installed. **The application does meet requirements for STOP signs under Section 2B.06 for East Rickenbacker Drive and East Harmon Drive and staff recommends approval.**

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

Patrick Menefee, P.E.
City Engineer

File: TS-441



- Stop
- Proposed Stop



1 in = 150 ft
when printed actual size
on 8-1/2x11"paper

DISCLAIMER

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City Clerk Department
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1240
fax 405.869.8655

TO: Honorable Mayor and Council
FROM: Sara Hancock, City Clerk
DATE: September 10, 2019
SUBJECT: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of Regular Meetings of Council; and providing for repealer and severability.

Per Charter, Article I, Section 10: The City Council shall hold at least one (1) regular meeting each month at the Municipal Building at a date and hour to be set by ordinance or resolution.

The attached ordinance would require only one (1) meeting in the months of July and December. On the fourth Tuesday in July and the second Tuesday in December.

The Midwest City Ordinance Review Committee and Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION; ARTICLE II, CITY COUNCIL; SECTION 2-11, TIME OF REGULAR MEETINGS OF COUNCIL; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. The Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-11 is hereby amended to read as follows:

Sec. 2-11. - Time of regular meetings of council.

All regular meetings of the council of the city shall be held at or after 6:00 p.m., and shall be held on every second and every fourth Tuesday of each month except for the months of July and December in which there shall be only one (1) regular meeting held. Which meeting for July shall be held on the fourth Tuesday and which meeting for December shall be held on the second Tuesday. If the date of a regular meeting falls on a holiday recognized by the city, that meeting shall be held on the next day that is not a holiday.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION; ARTICLE II, CITY COUNCIL; SECTION 2-11, TIME OF REGULAR MEETINGS OF COUNCIL; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. The Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-11 is hereby amended to reads as follows:

Sec. 2-11. - Time of regular meetings of council.

All regular meetings of the council of the city shall be held at or after 6:00 p.m., and shall be held on every second and every fourth Tuesday of each month except for the months of July and December in which there shall be only one (1) regular meeting held. Which meeting for July shall be held on the fourth Tuesday and which meeting for December shall be held on the second Tuesday. If the date of a regular meeting falls on a holiday recognized by the city, that meeting shall be held on the next day that is not a holiday.

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney



The City Of Midwest City
Neighborhood Services Department
Neighborhoods In Action • Code Enforcement • Neighborhood Initiative

MEMO

To: Honorable Mayor and Council

From: Mike S. Stroh, Neighborhood Services Director

Date: September 10, 2019

Subject: Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 20, Housing Code; Article I, Existing Structures: Section 20-2, Code amended; establishing an effective date; and providing for repealer and severability.

The amendments will remove language that edits the 2018 International Property Maintenance Code. The removal of this language will have us enforcing the current code as published. The International Code Council publishes an updated/new code book every three years. The City adopts the code book in section 20-1. Section 20-2 allows the City to clarify, insert or edits sections of the code.

The Midwest City ordinance review committee and staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 20, HOUSING CODE; ARTICLE I, EXISTING STRUCTURES; SECTION 20-2, CODE AMENDED; ESTABLISHING AND EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. The Midwest City Municipal Code, Chapter 20, Housing Code, Article I, Existing Structures, Section 20-2 is hereby amended to reads as follows:

Sec. 20-2. - Code amended.

The code adopted in section 20-1 is amended and modified in the following respects:

Section 101.1 is amended and shall read as follows:

101.1. Title. These regulations shall be known as the Property Maintenance Code of Midwest City, hereinafter referred to as "this Code" as applied to this Chapter.

Section 106.4 is amended and shall read as follows:

106.4. Penalty. Any person, firm or corporation who shall violate any provision of this Code, or fail to comply therewith, or with any of the regulations thereof, shall, upon conviction thereof, be subject to a fine of up to two hundred dollars (\$200.00) plus court costs, or imprisonment for a term not to exceed fifteen (15) days, or both, at the discretion of the court. The prosecutor, at the time the citation is accepted, may elect to proceed without jail time as punishment at any time prior to the arraignment on the charged offense, thereby exempting any requirement or option of a jury trial where monetary fines only are sought against the responsible party. Each day that a violation continues after the first violation shall be deemed a separate offense.

Section 111 is deleted in its entirety.

Section 202 is amended and shall read as follows:

— *RUBBISH.* Combustible or noncombustible waste materials, except for trash or garbage, primarily derived from an organic nature, including but not limited to residue from the burning of wood, coal, coke and other combustible materials, wood or wood products, tree branches and limbs, yard waste, grass clippings and trimmings, shrubbery or plant cuttings, leaves, mulch, dirt, manure or fodder or other similar materials.

Section 302.4 is amended and shall read as follows:

302.4. Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches. All noxious weeds shall be prohibited. 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.

Upon failure of the owner or responsible person having charge of a property to cut and destroy weeds after service of notice of violation, he shall be subject to prosecution. Upon failure to comply with the notice of violation, any code official or contractor hired by the city shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or responsible party of the property.

Section 304.2 is hereby amended and shall read as follows:

304.2. Protective treatment. All exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces on a dwelling, with the exception of milled exterior cedar or redwood siding, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Section 304.7 is amended and shall read as follows:

304.7. Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that would allow rain to intrude into the residential dwelling. It shall not be sufficient by an owner or responsible party to show that the interior of the dwelling does not indicate signs of water leak at the time of an inspection. Any indication that the roof, flashing, or other object associated with the roof of a dwelling has had damage which could admit rain shall be sufficient basis for the finding of a violation of this section. Roof drainage shall be adequate to prevent dampness or deterioration in the walls, gables, soffit, mansard, trim, or decking edge, behind guttering, adjacent to valleys, or surrounding pipes or vents that extend through the roof, or into any interior of the structure, whether the living portion of the structure or any unoccupied portion. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public ~~or private~~ nuisance, ~~or causes water flow to any neighbor to the extent that erosion occurs to the property of the dwelling or an adjacent property, whether public or private.~~

~~Section 404.5 is amended and shall read as follows:~~

~~404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.~~

**TABLE 404.5
MINIMUM AREA REQUIREMENTS**

MINIMUM AREA IN SQUARE FEET			
Space	1—2 occupants	3—5 occupants	6 or more occupants

MINIMUM AREA IN SQUARE FEET			
Living Room	No requirements	120	150
Dining room	No requirements	80	100
Bedrooms*	Shall comply with Secs. 404.4.1 and 404.4.5	Same	Same

-

~~*Every bedroom occupied by one person shall contain at least seventy (70) square feet of floor area, and every bedroom occupied by more than one person shall contain at least fifty (50) square feet of floor area for each occupant thereof.~~

Section 602.3 is amended and shall read as follows:

602.3. *Heat supply.* Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either express or implied, to furnish heat to the occupants thereof shall supply heat during the period from October 15 of the year through April 15 of the following year to maintain a temperature of not less than 68° F (20° C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

- I. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall be required, provided that the heating system is operational at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in the International Plumbing Code.
2. In areas where the average monthly temperature is above 30° F (-1° C) a minimum temperature of 65° F (18° C) shall be maintained.

Section 602.4 is amended and shall read as follows:

~~6014~~602.4. *Occupiable work spaces.* Indoor occupiable work spaces shall be supplied with heat during the period from October 15 of the year through April 15 of the following year to maintain a temperature of not less than 65° F (18° C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after

_____, 2019.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 20, HOUSING CODE; ARTICLE I, EXISTING STRUCTURES; SECTION 20-2, CODE AMENDED; ESTABLISHING AND EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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Exceptions:

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Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after _____, 2019.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: September 10, 2019

SUBJECT: Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous; Article II, Offenses Against Morals; Section 28-22, Indecent Exposure; Section 28-28, Urination in Public; and Providing for repealer and severability and establishing an effective date.

The Ordinance Review Committee recommends the above changes to Midwest City Municipal Code, Chapter 28.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Attachment: Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES-MISCELLANEOUS; ARTICLE II, OFFENSES AGAINST MORALS; SECTION 28-22, INDECENT EXPOSURE; SECTION 28-28, URINATION IN PUBLIC; ESTABLISHING AND EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. The Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous, Article II, Offenses Against Morals, Section 28-22 and Section 28-28 are hereby amended to reads as follows:

Sec. 28-22. - Indecent exposure.

It shall be unlawful for any person to appear in a public place clothed or costumed in such a manner that any part of his or her lower torso is uncovered so as to expose the cleft of the buttocks or genital organs or pubic hair.

For the purpose of this section, "public place" shall mean a place to which the general public has a right to resort; not necessarily a place devoted solely to the uses of the public, but a place which is in point of fact public rather than private, a place visited by many persons and usually accessible to the neighboring public. It may also mean a place exposed to the public and where the public gather together or pass to and fro.

Sec. 28-28. - Urination in public.

No person shall urinate in any public place not designated or intended for such purpose.

For the purpose of this section, "public place" shall mean a place to which the general public has a right to resort; not necessarily a place devoted solely to the uses of the public, but a place which is in point of fact public rather than private, a place visited by many persons and usually accessible to the neighboring public. It may also mean a place exposed to the public and where the public gather together or pass to and fro.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after _____, 2019.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES-MISCELLANEOUS; ARTICLE II, OFFENSES AGAINST MORALS; SECTION 28-22, INDECENT EXPOSURE; SECTION 28-28, URINATION IN PUBLIC; ESTABLISHING AND EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney



The City Of Midwest City
Neighborhood Services Department
Neighborhoods In Action • Code Enforcement • Neighborhood Initiative

MEMO

To: Honorable Mayor and Council

From: Mike S. Stroh, Neighborhood Services Director

Date: September 10, 2019

Subject: Discussion and consideration to approve an ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article I, In General; Section 42-13, Application procedures; Section 42-14, Planting trees or shrubs within public right-of-way; removal or relocation; fees; Article III, Tree Trimming, etc.; Section 42-49, Trimming; clearance; Section 42-50, Dead or diseased tree removal within right-of-way; Section 42-51, Notice to owner; Section 42-52, Hearing; Section 42-53, Cost to be determined; statement of cost to be sent; Section 42-54, Failure to pay costs to be certified to county treasurer; Placing Sections 42-55 and 42-56 in reserve; establishing an effective date; and providing for repealer and severability.

The amendments will rewrite most of chapter 42, and changes the code to be in line with the normal procedures we use for all things associated with trees. The changes include the way we send notices and the department that sends them. The amendments will also change the height of trees over the roadways and includes a clear space over sidewalks and trails.

The Midwest City ordinance review committee and staff recommends approval.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 42, TREES; ARTICLE I, IN GENERAL; SECTION 42-13, APPLICATION PROCEDURES; ARTICLE III, TREE TRIMMING, ETC.; SECTION 42-49, TRIMMING; CLEARANCE; SECTION 42-50, DEAD OR DISEASED TREE REMOVAL WITHIN RIGHT-OF-WAY; SECTION 42-51, NOTICE TO OWNER; SECTION ~~42-52, HEARING;~~ SECTION ~~42-53, ORDER TO TRIM OR REMOVE;~~ SECTION 42-54~~52~~, WORK TO BE DONE BY CITY FORCES OR CONTRACT, SECTION 42-55~~53~~, COST TO BE DETERMINED; STATEMENT OF COST TO BE SENT; SECTION 42-56~~54~~, FAILURE TO PAY COSTS TO BE CERTIFIED TO COUNTY-; PLACING SECTION 42-55 AND 42-56 IN RESERVE; ESTABLISHING AND EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

SECTION 1. The Midwest City Municipal Code, Chapter 42, Sections 42-13, 42-14, 42-49, 42-50, 42-51, 42-52, 42-53, 42-54, 42-55, and 42-56 are hereby amended to reads as follows:

Sec. 42-13. - Application procedures.

Any request for waiver of the requirements of sections 42-7 through 42-10 shall be in writing addressed to the ~~Chairman of the Midwest City Tree Board~~ Midwest City Mayor and received at least fourteen (14) days in advance of the next regularly scheduled meeting. The ~~chairman~~ Mayor will advise the representative of the Midwest City Manager of the request and the manager's representative shall present a staff report and recommendation to the Council members ~~of the board~~ at least ~~three fourteen~~ (314) days before the next regularly scheduled meeting. The staff representative shall also cause said requested waiver to be placed on the agenda of said meeting and notify the applicant in writing of the time and place of the meeting.

Sec. 42-14. - Planting trees or shrubs within public right-of-way; removal or relocation; fees.

- (a) Prior to planting any tree(s) or shrub(s) within public right-of-way, a site plan shall be submitted showing the location and species of trees to be planted. Any plantings within public right-of-way shall comply with sections 42-5 through 42-11 of this Code.
- (b) Prior to the removal or relocation of any tree within public right-of-way, an application shall be made to the Midwest City Tree ~~City Manager or designee~~ Board as prescribed in sections 42-12 and 42-13 of this Code. It shall be the responsibility of the applicant to submit a site plan showing the exact location, diameter and species of the tree(s) to be removed from the public right-of-way. The ~~tree board~~ City Manager or designee shall have the authority to grant or deny the removal or relocation of any street tree. The ~~tree board~~ City Manager or designee shall have the power to authorize said

applicant to have a professional landscaper to relocate the tree(s) in a different location on the public right-of-way adjoining the subject property at no fee cost to the applicant as prescribed in section 42-14; if the applicant submits in writing to the ~~tree board~~ City Manager or designee guaranteeing should the tree(s) die within a three-year period after being relocated, the applicant will replace the tree(s) with a species approved by the tree board as prescribed in section 42-5.

In lieu of relocating the tree(s) on the public right-of-way adjoining the property, the ~~tree board~~ City Manager or designee may require the tree(s) to be located to a different location within the city upon payment of fees by the applicant as prescribed in section 42-14(c). If fees are charged for the removal and relocation of any tree(s), it shall be the responsibility of the Midwest City Street Department to remove and relocate said tree(s) at the direction of the ~~Midwest City Tree Board~~ City Manager or designee.

- (c) The following fees shall be paid prior to the removal or relocation of any street tree(s):
- (1) Three-inch diameter or smaller—~~\$150.00~~ 250.00.
 - (2) More than three-inch diameter—~~\$50.00~~ 75.00 per inch. In calculating fees, inches shall be rounded off to the next whole inch. The diameter of the tree shall be measured from three (3) feet to four (4) feet from the base of the tree.
 - (3) Fees collected shall be deposited to the tree board account.

Sec. 42-49. - Trimming; clearance.

Every owner of any tree or shrub overhanging any street or right-of-way within the city shall trim the branches so that such branches shall not obstruct the light from any street lamp, or obstruct the view of any street, intersection or traffic control device or sign, and so that there shall be a clear space of ~~twelve~~ fourteen (14) feet above the surface of the street or right of way. Every property owner shall remove from the owner's property all dead, diseased or dangerous trees and shrubs, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the authority to order the trimming or removal of any tree or shrub that interferes with the proper spread of light from a street light, or interferes with visibility or any traffic control device or sign, or does not provide a clear space of ~~twelve~~ fourteen (14) feet above the surface of the street or right of way or does not provide a clear space of eight (8) feet above the entire width of the surface of the sidewalk or a trail. In the event of failure of owners to comply with the provisions of this section, the city shall also have the authority to trim or remove any tree or shrub that violates the provisions of this section and charge the cost of trimming or removal to the owner.

Sec. 42-50. - Dead or diseased tree or shrub removal within right-of-way.

The city shall have the right to cause the removal of any dead or diseased trees or shrubs on right-of-way abutting private property within the city when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees or shrubs within the city. The city ~~tree board~~ will notify in writing the owners of such trees. Removal shall be done by said owners at their own expense within thirty (30) days after the

date of service or notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal to the owner.

Sec. 42-51. - Notice to owner.

~~(a) (a)~~ After ten (10) days' written notice by the city to the property owner by ~~certified mail with return receipt requested~~, or by personal service to the owner of such property, at the address shown by the current year's tax rolls in the county treasurer's office, ~~a hearing shall be held by the governing body as hereinafter provided.~~ The notice shall state the nature of the violation; and the contact number for the code enforcement office; and shall advise the owner and/or responsible party of the property that s/he has a right to request a hearing before the city council; that the violation may be abated by the city if the owner and/or responsible party takes no action within the prescribed time without further notice; that the costs of such abatement shall be assessed against the owner as shown on county treasurer's tax rolls; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner.

(b) If the property owner is unable to be notified by ~~certified mail~~, ~~or if the property owner refuses receipt of the certified mail~~, then notice of said violation shall be ~~published in two (2) consecutive Thursday issues in an official newspaper in the city; and the last publication shall be at least four (4) days prior to the day set for the hearing prescribed by section 42-52.~~ posted at the address at which the violation is occurring.

~~Sec. 42-52. - Hearing.~~

~~Upon the date specified in the notice given as required by this article, the city council shall hold a hearing on the report and shall receive information thereon, including anything which may be presented by the owner of the premises, personally or by agent or attorney. The owner of such property may given his written consent to the city authorizing the removal of dead, dying or diseased trees or any part of the tree, and waive his right to a hearing by the city council.~~

~~Sec. 42-53. - Order to trim or remove.~~

~~If the city council determines that the conditions specified in sections 42-49 and 42-50 exist upon such premises and declares same to be a nuisance, it shall order the property to be removed of dead, dying or diseased trees or any part of the tree, if necessary to abate the conditions found to exist.~~

Sec. 42-5452. - Work to be done by city forces or contract.

The work ~~ordered~~ to be performed under section 42-~~53-51~~ may be done by the employees of this city under the supervision of the department head designated by the city manager,

or it may be let by contract to the lowest and best bidder cost determined by quotes received by city; after appropriate notice, in the manner for letting other contracts by public bid.

Sec. 42-~~55~~53. - Cost to be determined; statement of cost to be sent.

Upon completion of the work ordered to be performed under section 42-~~52~~51, the department head designated by the city manager shall report the cost thereof to the city council clerk. Such report shall include the be itemized as to each tract as follows: Actual cost of the labor, maintenance and equipment required for the removal or trimming, and including the cost of notice and mailing City's administrative expenses as allowed under ~~27-13.~~ The city council shall examine its report, and after receiving appropriate information shall determine the total actual costs of the work, and shall direct the The city clerk to will forward a statement and demand of payment thereof, by certified mail with return receipt requested to the owner of the property at the address shown by the current tax rolls in the office of the treasurer of the county in which the property lies.

Sec. 42-~~56~~54. - Failure to pay costs to be certified to county treasurer.

If the payment for the work performed under this chapter is not made within thirty (30) days from the date of mailing the notice prescribed by section 42-~~55~~53, the city clerk shall forward a certified statement of the amount of such costs to the Oklahoma eCounty treasurer Treasurer, of the county in which the property upon which the work was done is located, to be levied upon the property and to be collected by the county treasurer in the manner prescribed by the laws of this state.

Section 42-55 – Reserve

Section 42-56 - Reserve

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after _____, 2019.

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

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PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney

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adjoining the subject property at no fee cost to the applicant as prescribed in section 42-14; if the applicant submits in writing to the City Manager or designee guaranteeing should the tree(s) die within a three-year period after being relocated, the applicant will replace the tree(s) with a species approved by the tree board as prescribed in section 42-5.

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- (c) The following fees shall be paid prior to the removal or relocation of any street tree(s):
 - (1) Three-inch diameter or smaller—\$250.00.
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Sec. 42-49. - Trimming; clearance.

Every owner of any tree or shrub overhanging any street or right-of-way within the city shall trim the branches so that such branches shall not obstruct the light from any street lamp, or obstruct the view of any street, intersection or traffic control device or sign, and so that there shall be a clear space of fourteen (14) feet above the surface of the street or right of way. Every property owner shall remove from the owner's property all dead, diseased or dangerous trees and shrubs, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the authority to order the trimming or removal of any tree or shrub that interferes with the proper spread of light from a street light, or interferes with visibility or any traffic control device or sign, or does not provide a clear space of fourteen (14) feet above the surface of the street or right of way or does not provide a clear space of eight (8) feet above the entire width of the surface of the sidewalk or a trail. In the event of failure of owners to comply with the provisions of this section, the city shall also have the authority to trim or remove any tree or shrub that violates the provisions of this section and charge the cost of trimming or removal to the owner.

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service or notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal to the owner.

Sec. 42-51. - Notice to owner.

- (a) After ten (10) days' written notice by the city to the property owner by mail, or by personal service to the owner of such property, at the address shown by the current year's tax rolls in the county treasurer's office, The notice shall state the nature of the violation; and the contact number for the code enforcement office; and shall advise the owner and/or responsible party of the property that s/he has a right to request a hearing before the city council; that the vilolation may be abated by the city if the owner and/or responsible party takes no action within the prescribed time without further notice; that the costs of such abatement shall be assessed against the owner as shown on county treasurer's tax rolls; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner.
- (b) If the property owner is unable to be notified by mail, then notice of said violation shall be posted at the address at which the violation is occurring.

Sec. 42-52. - Work to be done by city forces or contract.

The work to be performed under section 42-51 may be done by the employees of this city under the supervision of the department head designated by the city manager, or it may be let by contract to the lowest cost determined by quotes received by city

Sec. 42-53. - Cost to be determined; statement of cost to be sent.

Upon completion of the work ordered to be performed under section 42-51, the department head designated by the city manager shall report the cost thereof to the city clerk. Such report shall include the actualcost of the removal or trimming, and the City's administrative expenses as allowed under 27-13. The city clerk will forward a statement and demand of payment thereof, by mail to the owner of the property at the address shown by the current tax rolls in the office of the treasurer of the county in which the property lies.

Sec. 42-54. - Failure to pay costs to be certified to county treasurer.

If the payment for the work performed under this chapter is not made within thirty (30) days from the date of mailing the notice prescribed by section 42-53, the city clerk shall forward a certified statement of the amount of such costs to the Oklahoma County Treasurer, to be levied upon the property and to be collected by the county treasurer in the manner prescribed by the laws of this state.

Section 42-55 – Reserve

Section 42-56 - Reserve

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after _____, 2019.

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

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PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the ____ day of _____, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Planning Manager
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 10th, 2019

Subject: Discussion and consideration of the replacement of Brian Ensey from the Original Mile Reinvestment Committee.

The term of Brian Ensey expires on September 14, 2021 however, he has moved to Choctaw and would like to be replaced upon the discretion of the Mayor and City Council.

The Original Mile Reinvestment Committee was created by the City Council on September 8, 2015. It was formed to provide guidance on the revitalization of the Original Mile Neighborhood. The Committee was to have seven board members serving three years terms, initially staggered. The Committee began meeting January 19, 2016. However, the staggered terms were assigned in April of 2016.

The Original Mile Reinvestment Committee meets on call or at such times as the City Council may request.

Current members are as follows:

Espaniola Bowen (September 8, 2020)
Susan Eads (September 8, 2020)
Theresa Mortimer (September 8, 2020)
Susan Gilcrest (September 14, 2021)
Sarah Lingenfelter (September 8, 2020)
Amy Otto (September 14, 2021)
Seated Mayor (September 8, 2020)

Action is at the discretion of Mayor and Council.

Billy Harless, AICP
Community Development Director



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION



Notice of regular Midwest City Planning Commission meetings in 2019 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2018 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

August 6, 2019 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on August 6, 2019 at 7:00 p.m., with the following members present:

Commissioners present: Russell Smith – Vice-Chairman
Dee Collins
Jess Huskey
Dean Hinton
Jim Smith

Commissioners absent: Stan Greil
Jim Campbell

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

The meeting was called to order by Vice-Chairman R. Smith at 7:00 p.m.

A. CALL TO ORDER

B. MINUTES

1. Motion was made by Huskey, seconded by Collins, to approve the minutes of the July 2, 2019 Planning Commission meeting as presented. Voting aye: Hinton, Collins, R. Smith, J. Smith and Huskey. Nay: none. Motion carried.

- Vice-Chairman R. Smith announced that item number 5, PC-2012, would be moved to the top of the agenda and heard first.

C. NEW MATTERS:

1. **(PC-2012) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, governed by the R-HD, High Density Residential and C-3, Community Commercial districts and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential and PSP, Public/Semi-Public, to HDR, High Density Residential, for the property described as Lots 9-13, 17 and 18, Block 5 of the Pine Addition.**

Staff presented a brief overview of this item. The applicant, Jeff Johnson of 5 NE 3rd St. OKC, was present. Commissioner Huskey asked if staff could address the concerns about parking. The Community Development Director discussed the Original Mile Reinvestment Plan and the need to think outside of the box when considering development within the Original Mile. He explained that reduced parking is a trend and can be acceptable to an extent. He explained that staff has asked the applicant to try to acquire additional parking along Jacobs, south of the AT&T lots. Molly Morrell of 313 E. Kittyhawk expressed concerns about traffic and how Rickenbacker, Lockheed and Kittyhawk can be dangerous and about the lack of sidewalks for children and people with disabilities. She also stated that there is an existing issue with foot crime in the area. Kim McNew of 204 E. Jacobs expressed concerns about the increase in traffic, the possibility that the project would devalue homes and that there is not enough parking per City code. She stated that the renderings in the news appeared misleading as they showed wide streets. She was also concerned about the lack of sidewalks. Ms. McNew stated that she has signatures of 350 neighbors in the Original Mile in opposition to the development. Susan Eads of 226 E. Kittyhawk expressed concerns about the number of variances requested and noted that the City Council has routinely not approved variances. She stated that the Original Mile Reinvestment Plan emphasized home ownership but this project increases rental. Ms. Eads expressed concerns that this project would not be publicly accessible. In reference to a comparison to this proposal and Schlotzsky's on Air Depot, she stated that Schlotzsky's is a smaller development on an arterial. Ms. Eads also expressed concerns that the project was not reviewed by the Original Mile Reinvestment Committee. Ray Opalka of 336 and 338 Babb was present and expressed concerns about the possibility of alcohol being served so close to the church and Jarman Middle School. He stated that the project looks great, just not in the proposed location. He also expressed concerns about the lack of sidewalks and the increase in traffic. Pam Riles of 330 E. Fairchild was present and expressed concerns about apartments increasing transients and crime. She stated that the proposed rent is high and the City should reinvest in grants to low-income residents. Larry Roberts of 210 E. Jacobs was present and expressed concerns about the noise during construction if the proposal is approved. He also expressed concerns about stormwater, sewerage and water services. He was also concerned about the potential for large numbers of people living in each unit. Alice Kopenhager of 207 E. Atkinson was present and expressed concerns about neighbors coming and going with apartments and that homes should be built to increase home ownership. Richard Cochran of 204 W. Marshall was present and stated that he received a grant several years ago and wasn't allowed to alter the exterior of his home due to the historical nature of the neighborhood but this development isn't consistent with the neighborhood. He expressed concerns with the lack of code enforcement in the area and emphasis should be placed on cleaning up the neighborhood. Mr. Cochran was also concerned about the number of variances and stated that Legacy Corner Apartments was developed only after strict regulations were put in place. He also stated that this development isn't like Schlotzsky's where the apartments upstairs are for employees and is on a major thoroughfare. He also expressed concerns about the medians, lack of street lights and sidewalks and the appearance of the clock tower. Karrie Martinez of 918 E. Lockheed expressed concerns about finding renters to pay to live in the development. If people can't afford the rent, rent goes down and the development could become a problem. Richard McKeon of 222 E. Jacobs

was present and was concerned about the noise. He stated that there are plenty of places to eat in the area and that the development will attract vermin and increase delivery trucks in the area. He stated he doesn't eat at Schlotzsky's because it is difficult to get into and is concerned about eminent domain. Ron Masoner of 224 E. Kittyhawk stated that people would like to upgrade their properties but can't because of current City codes. People can't replace garages because of setbacks. He's concerned about seeing a building when he looks down the street. Carol Stickler of 115 W. Lilac stated that she's lived in similar developments in other cities but it doesn't fit in this location. The applicant, Jeff Johnson, spoke and addressed some of the concerns. He stated that the density isn't changing much from what it would be if someone built six 2-bedroom homes. He noted that the parking would be in the right-of-way but off of the travel path of the road. He is talking to neighbors to try to acquire additional parking. Mr. Johnson stated that this development is intended to be a part of the community.

Commissioner Hinton stated that he knows these types of development are popular but is concerned about the location. Commissioner Huskey was also concerned about the location. Commissioner Collins echoed the concerns but stated that the applicant is doing a lot for the Original Mile and although change creates uncertainty, change isn't always bad.

A motion was made by Hinton, seconded by Huskey, to recommend denial of the item. Voting aye: Huskey and Hinton. Voting nay: Collins, J. Smith and R. Smith. Motion failed.

A motion was made by Collins, seconded by J. Smith, to recommend approval of the item. Voting aye: Collins, J. Smith and R. Smith. Voting nay: Hinton and Huskey. Motion carried.

2 (PC-2008) Public hearing with discussion and consideration of an ordinance to redistrict from SPUD, Simplified Planned Unit Development, governed by the I-1, Light Industrial district, to Amended SPUD, Simplified Planned Unit Development, governed by the I-1, Light Industrial district subject to staff comments, for the property addressed as 1601 National Blvd.

Staff presented a brief overview of this item. The applicant, Josh Parrish of 1412 Woodbriar Ln., was present. There was general discussion about this item. Kelly Taylor of 1700 Republic was present and expressed concerns about safety for the children and families who visit her gym, Tumble Stars. She read her letter that was made a part of the agenda. The applicant stated that his background is in security and the facility will be secure. He stated that all sales will be outside – no sales will occur within this facility. He has 4 employees that will deliver products. The public will not be able to purchase any products from this location. Commissioner Smith asked for confirmation that there would be no retail sales at this location. Commissioner Huskey asked about the growing process. The applicant stated that he would be growing in natural soils. Staff stated that the state law requiring a buffer between schools only applies to dispensaries, not grow or process facilities. A motion was made by Huskey, seconded by Collins, to recommend approval of this item subject to staff comments. Voting aye: Hinton, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

3 (PC-2009) Public hearing with discussion and consideration of an ordinance

to amend the TimberRidge Planned Unit Development governed by the R-6, Single Family Detached Residential district for the property described as a part of the SW/4 of Section 10, T-11-N, R-1-W, of the Indian Meridian, Oklahoma County, OK.

Staff presented a brief overview of this item. The applicant, David Box of 522 Colcord Dr., OKC, was present. Mr. Box gave a description of the request and stated that he and the developer have met with the HOA regarding the request. There was general discussion about this item. Joe Gibb of 13152 Chinkapin Oak was present. He expressed concerns about his damaged fence that the developer is supposed to fix as well as about not being notified of this request other than the letter received by Midwest City staff. A motion was made by Collins, seconded by Huskey, to recommend approval of this item, subject to staff comments. Voting aye: Hinton, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

4 (PC-2010) Discussion and consideration of approval of the Replat of Lot 5 of Block 5 of the Pointon City Addition described as a part of the NW/4 of Section 6, T11N, R1W, addressed as 608 Roselawn Ave.

Staff presented a brief overview of this item. The applicant, Paul Pieper of 329672 E 1000 Road, Harrah, OK, was present. There was general discussion about this item. A motion was made by Huskey, seconded by Hinton to recommend approval of this item subject to staff comments, including the requested waivers. Voting aye: Hinton, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

5 (PC-2011) Discussion and consideration of approval of the proposed final plat of the Pieper Addition described as a part of the SW/4 of Section 8, T11N, R1W.

Staff presented a brief overview of this item. The applicant, Paul Pieper of 329672 E 1000 Road, Harrah, OK, was present. There was general discussion about this item. A motion was made by Hinton, seconded by J. Smith, to recommend approval of this item subject to staff comments. Voting aye: Hinton, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

6 (PC-2013) Discussion and consideration of approval of the Midwest City Collision Office Park Final Plat, described as a part of the SW/4 of Section 12, T11N, R2W, located at 9209 SE 29th.

Staff presented a brief overview of this item. The applicant, Daniel Van Winkle of 2305 Glenhaven, Midwest City, OK, was present. There was general discussion about this item. A motion was made by Collins, seconded by Huskey, to recommend approval of this item subject to staff comments. Voting aye: Hinton, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

7 (PC-2014) Discussion and consideration of approval of the Replat of Lot 4, Block 9 of the Pointon City Second Addition Blocks 6, 7, 8, 9 & 10, described as a part of the NE/4 of Section 6, T11N, R1W, addressed as 10909 Bellview Dr.

Staff presented a brief overview of this item. The applicant, Greg Smith of 6150 Silver Run Rd., Choctaw, OK, was present. There was general discussion about this item. A motion was made by Collins, seconded by Huskey, to recommend approval of this item subject to staff comments including the requested waivers. Voting aye: Hinton, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

8 (PC-2015) Discussion and consideration of approval of the Kambree Square, Section 1 Preliminary Plat, described as a part of the SW/4 of Section 1, T11N, R2W, located at 9205 SE 15th Street.

Staff presented a brief overview of this item. The applicant, Renee Clark of 4855 N. McDonald, was present. There was general discussion about this item. Nancy Williams of 9305 SE 15th St was present and asked if there was an existing easement along the east side of the property and if drainage will be addressed for the remaining undeveloped area. Commissioner R. Smith asked staff to confirm about the easement. The City Engineer explained that drainage would be addressed when development is proposed for the remaining area. A motion was made by Collins, seconded by J. Smith, to recommend approval of this item subject to staff comments Voting aye: Hinton, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

9 (PC-2015) Discussion and consideration of the Preliminary Plat of Mary Knowlin Estate, described as a part of the SW/4 of Section 8, T11N, R1W, located at 2500 Hand Road.

Staff presented a brief overview of this item. The applicant, Kathy Burley of 2541 Hand Rd., Midwest City, OK was present. There was general discussion about this item. A motion was made by Hinton, seconded by Huskey, to recommend approval of this item subject to staff comments Voting aye: Hinton, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

D. COMMISSION DISCUSSION: There was general discussion among the Commission and staff.

D. PUBLIC DISCUSSION: None.

E. FURTHER INFORMATION: None

There being no further matters before the Commission, motion to adjourn was made by Huskey seconded by Hinton. Voting aye: Hinton, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

The meeting adjourned at 9:00 p.m.

(KG)

Jamie Smith motioned to approve recommending that the City pursue traffic calming measures on Murray Dr. Seconded by Ed Schratwieser.

Voting aye: All present.

- d. (TS-440) Discussion and consideration of supporting a change to the traffic pattern at the intersection of NE 23rd St / Midwest Blvd.

Sarah Lingenfelter motioned to approve of supporting a change to the traffic pattern at the intersection of NE 23rd St / Midwest Blvd. Seconded by Ed Schratwieser.

Voting aye: All present.

- e. (TS-441) Discussion and consideration of adding additional STOP controls to the intersections of N Marshall Dr / E Kittyhawk Dr and E Rickenbacker Dr / E Harmon Dr.

Cy Valanejad motioned to approve adding additional STOP controls to the intersection of E Rickenbacker Dr / E Harmon Dr and denying STOP controls at the intersection of N Marshall Dr / E Kittyhawk Dr. Seconded by Sarah Lingenfelter.

Voting aye: Nick Timme, Cy Valanejad, Cindy Bullen, Ed Schratwieser, Sarah Lingenfelter, and Jamie Smith

Voting nay: Nancy Rice

D. OLD AND TABLED MATTERS:

None Discussed

E. COMMISSION DISCUSSION:

None Discussed

F. PUBLIC DISCUSSION:

None Discussed

G. FURTHER INFORMATION:

Brandon Bundy gave an update on upcoming ODOT signal and resurfacing projects.

There being no further business, a motion was made by Cy Valanejad, seconded by Sarah Lingenfelter to adjourn the meeting. Voting aye: All present. Motion: carried. Meeting adjourned at 6:35 p.m.

Chair

ANY PERSON REQUIRING THE ASSISTANCE OF A SIGN LANGUAGE INTERPRETER SHOULD CONTACT THE PERSONNEL DIRECTOR AT 405-739-1235 (TDD) AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE.

**AGENDA FOR MIDWEST CITY
TRAFFIC AND SAFETY COMMISSION**

August 15th: 6:00 PM
Council Chambers

A. PLEDGE OF ALLEGIANCE:

B. MINUTES: Acceptance of Minutes from March 21st, 2019.

C. NEW MATTERS:

- a. (TS-437) Discussion and consideration of changing the intersection of Austrian Pine Dr / Whitebud Pl / Red Oak Dr from a 2 way YIELD to a 4 way STOP.
- b. (TS-438) Discussion and consideration of adding additional STOP controls to the intersections of Viewpoint Dr / W Peebly Dr and Viewpoint Dr / Havenwood Dr.
- c. (TS-439) Discussion and consideration of recommending that the City pursue traffic calming measures on Murray Dr.
- d. (TS-440) Discussion and consideration of supporting a change to the traffic pattern at the intersection of NE 23rd St / Midwest Blvd.
- e. (TS-441) Discussion and consideration of adding additional STOP controls to the intersections of N Marshall Dr / E Kittyhawk Dr and E Rickenbacker Dr / E Harmon Dr.

D. OLD AND TABLED MATTERS:

E. COMMISSION DISCUSSION:

F. PUBLIC DISCUSSION:

G. FURTHER INFORMATION:

- a. Update on ODOT signal and resurfacing projects.
 - i. Douglas Blvd resurfacing from SE 4th St to NE 10th St
 - ii. SE 29th St reconstruction from Midwest Blvd to Douglas Blvd
 - iii. New signals at Orchard Blvd / Douglas Blvd and Air Depot Blvd / future Rail with Trail crossing.
 - iv. Signal Upgrade Phase 1



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, Current Planner
COMPREHENSIVE PLANNING
Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

Notice of the Midwest City Traffic and Safety Commission meeting was filed for the calendar year with the Midwest City Clerk and a copy of the agenda for the meeting was posted in the lobby of City Hall at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY
TRAFFIC AND SAFETY COMMISSION MEETING
March 31st, 2019 – 6:00 p.m.**

The meeting of the Midwest City Traffic and Safety Commission was held in the Council Chambers, Midwest City, Oklahoma County, on February 21st, 2019 at 6:00 p.m., with the following members:

Commission Members: Cindy Bullen
Ed Schratwieser
Nick Timme
Cy Valanejad

Absent: Nancy Rice

Staff: Brandon Bundy, P.E., Assistant City Engineer

The meeting was called to order by Cindy Bullen.

A. PLEDGE OF ALLEGIANCE was led by Nick Timme.

The invocation was given by Cindy Bullen.

Staff note: the power to the microphones was off so no audio was taken from the meeting.

B. MINUTES:

The meeting was called to order at 6:03 p.m. Cy Valanejad made a motion to amend the minutes. Motion was seconded by Ed Schratwieser to approve the minutes of the meeting of February 21st, 2019 as amended. Voting aye: All present.

C. NEW MATTERS:

- a. Discussion and consideration of electing a chair and vice chair of the Traffic and Safety Commission. (Previous chair Gary Bachman was no longer on the commission and there was no designated chair).

Brandon explained the chair of the Traffic and Safety Commission also serves on the CIP Board which sometimes meets prior to the City Council on 2nd and 4th Tuesdays. Additionally, he noted that in the ordinance regulating this commission that there is no provision for vice-chair but it may mitigate future confusion if the chair is absent from the Commission. The ordinance does have a provision for Secretary but it does not spell out those duties and that is not on the agenda for this meeting; will revisit at the next agenda.

Nick Timme said that he would serve as chair. Cy Valanejad made a motion to approve Nick Timme as chair, Cindy Bullen seconded. Voting aye: All present.

Cy Valanejad said that he would serve as vice-chair. Cindy Bullen made a motion to approve Cy Valanejad as vice-chair, Nick Timme seconded. Voting aye: All present.

- b. (TS-436) Discussion and consideration of adding STOP or YIELD controls at the intersection of SE 18th Street and Choctaw Wood Drive.

Brandon presented a summary of the item and said that he contacted the person who petitioned for the item but that she was on vacation and could not make it. Additionally, he said that currently the City requires signage on developments where warranted prior to final plat approval and this intersection would have been required to be signed had it been built today.

Cy Valanejad motioned to approve the installation of YIELD signs on the SE 18th Street approaches. Seconded by Ed Schratwieser.

Voting aye: All present.

D. OLD AND TABLED MATTERS:

None Discussed

E. COMMISSION DISCUSSION:

Cy Valanejad brought up that TS-435, lowering the speed limit, was denied by the Commission but was later approved by the City Council. He wanted to note that the Commission only makes a recommendation to council but that it is not a final decision.

Ed Schratwieser asked staff if there were any plans to study Post Road just north of the intersection of Post Road and Reno Avenue. Ed Schratwieser said that there were numerous times where he has seen people going northbound try to cut him off from the right where the road goes from 2 lanes to 1.

Brandon asked that he follow up in 1-2 weeks with staff and that he would look into it.

F. PUBLIC DISCUSSION:

None Discussed

G. FURTHER INFORMATION:

There being no further business, a motion was made by Cy Valanejad, seconded by Ed Schratwieser to adjourn the meeting. Voting aye: All present. Motion: carried. Meeting adjourned at 6:27 p.m.

Chair



THE CITY OF MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT—ENGINEERING DIVISION

William Harless, Community Development Director

Patrick Menefee, P.E., City Engineer

TO: Traffic and Safety Commission

FROM: Brandon Bundy, P.E., Assistant City Engineer

DATE: August 15th, 2019

SUBJECT: (TS-437) Discussion and consideration of changing the intersection of Austrian Pine Dr / Whitebud Pl / Red Oak Dr from a 2 way YIELD to a 4 way STOP.

DATES OF HEARINGS: Commission August 15th, 2019
City Council September 10th, 2019

APPLICANT/REQUESTOR: Michael Della Vecchio
Timber Ridge Pointe HOA President
PO Box 1311
Choctaw OK 73020

STAFF RECOMMENDATION: The request meets the warrants outlined by the 2009 MUTCD for a 4 way STOP control. **Therefore, staff recommends a 4 way stop at the intersection.**

ACTION REQUIRED: Approve or deny a request to add 4 way STOP controls to the intersection of Austrian Pine Dr / Whitebud Pl / Red Oak Dr.

STAFF COMMENTS:

The applicant, Michael Della Vecchio has requested a STOP sign at the intersection of Austrian Pine Dr / Whitebud Pl / Red Oak Dr. Currently, there is a 2 way yield sign on the approaches of Whitebud Pl / Austrian Pine Dr. The speed limit for both streets is 25 mph. The applicant has 64 signatures of support for the request. The Midwest City Police Department has reported no crashes at the intersection the past three years. The request letter and petition is included with this application.

The following citation is from the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the United States Department of Transportation, Federal Highway Administration:

Section 2B.07 Multi-Way Stop Applications

Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

03 The decision to install multi-way stop control should be based on an engineering

study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Minimum volumes:

The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

05 Other criteria that may be considered in an engineering study include:

The need to control left-turn conflicts;

The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

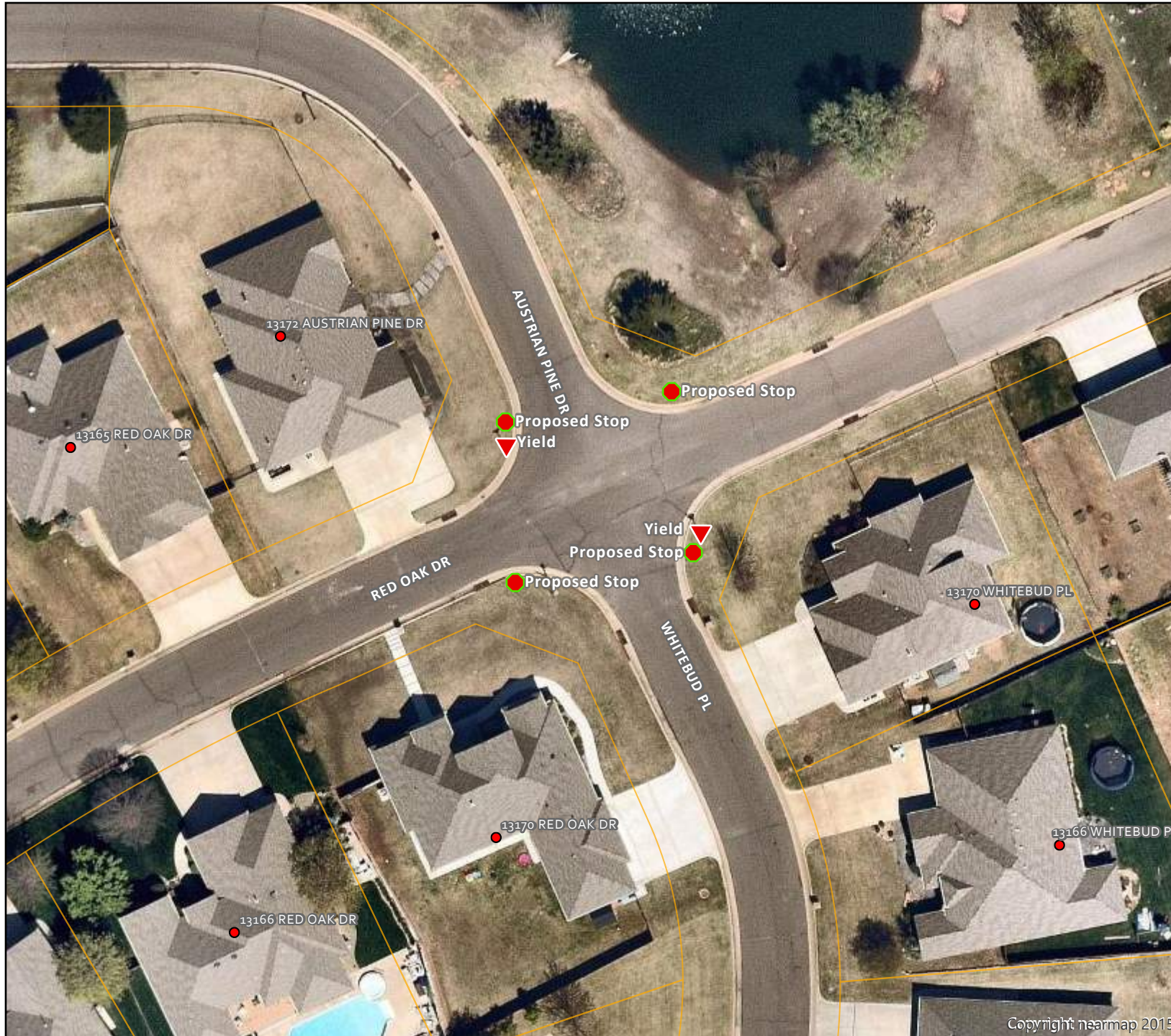
The applicant indicates that speed would be the reason for installing STOP signs. However, it is recommended that STOP signs never be used for speed control and have been shown by numerous studies that STOP signs may promote aggressive driving behavior.

City staff does believe that the last two criteria of 2B.07 Multi-Way Stop Applications is applicable in this case where there is some site distance issues and all the approaches and design characteristics are similar. **Therefore, the application does meet requirements for multi-way STOP signs under Section 2B.07. Staff recommends approval.**

cc:

Brandon Clabes, Midwest City Police

File: TS-437



- Address Points
- ▭ Parcel Boundaries



1 in = 45 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.

Timber Ridge Pointe Homeowners Association, Inc.

Address: P.O. Box 1311 Choctaw, OK 73020
<https://www.facebook.com/TimberRidgePointe>

June 4, 2019

Mr. Patrick Menefee, P.E.
City Engineer
100 N. Midwest Boulevard
Midwest City, OK 73110

RE: Traffic and Safety Commission request the installation of a four way "STOP" sign placed at Austrian Pine Dr. and Whitebud at the intersection of Red Oak Dr.

Dear Commissioners:

We, the residents of Timber Ridge Pointe request placement of a four way "STOP" sign at the referenced intersection due to speeding on Red Oak Dr. and to improve safety.

This intersection has high traffic volume and is projected to increase as the neighborhood expands.

Attached is the required petition form indicating neighborhood agreement with this request.

I may be contacted at 405-708-0110 to discuss the request.

Sincerely,

Mr. Michael Della Vecchio
Timber Ridge Pointe HOA President
PO Box 1311
Choctaw, OK 73020



The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

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

To: All Traffic and Safety Commission applicants
From: Patrick Menefee, P.E., City Engineer
Date: January 20th, 2010
Subject: Requests

The Midwest City Engineering Division administers traffic and safety related requests with respect to current City Council adopted policies and standard engineering practices as stated in the **Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2000 edition, as published by the United States Department of Transportation, Federal Highway Administration.**








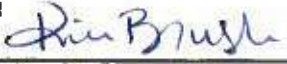
Attached are the requirements, as adopted originally by the City Council on September 13, 1994, and subsequently revised on October 13, 1998, for submitting a request to the Traffic and Safety Commission for consideration, a sample request letter (for informational purposes only), and the City's standard petition form for "STOP" signs in residential areas. The standard petition form may be modified to suit your particular request. Please be aware that all requests do not necessarily go to the Commission for consideration. Those requests meeting Council and MUTCD usage warrants, for example a street light at the end of a cul-de-sac or a "STOP" sign at the intersection of a local or collector street with an arterial street, do not require Commission action and can be handled administratively through City government. Please read through the attached information. The Engineering Division has prepared this information to assist you in preparing your request to be heard by the Commission and City Council.




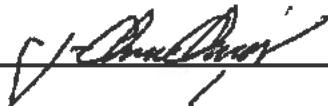
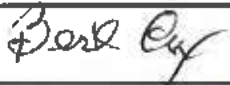

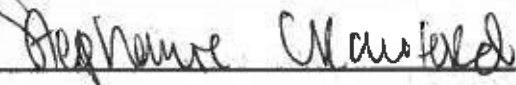



The Traffic and Safety Commission meets monthly, as needed, to hear cases and recommend action to the City Council. Meetings are held on the third Thursday of the month in the City Council Chambers in the Municipal Center, 100 N. Midwest Blvd., at 7:00 p.m. The Commission serves as an **advisory commission** to the City Council. The Commission itself does not have the authority to implement changes. All Commission cases are forwarded, when closed, to the Council for action. The City Council usually hears Commission cases at their second meeting in the month following the Commission's meeting.







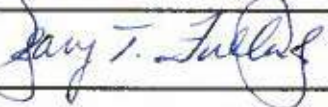

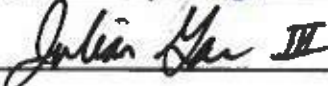
Should you have any questions concerning a request or the contents of this packet, please contact the Community Development Department at 739-1220.








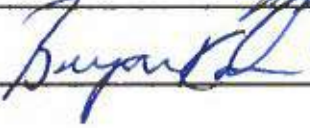
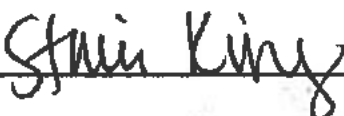
100 N. Midwest Boulevard • Midwest City, Oklahoma 73110
Engineering Division (405) 739-1220 • FAX (405)739-1399 • TDD (405) 739-1359

An Equal Opportunity Employer





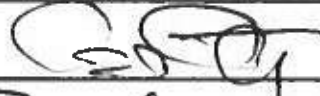
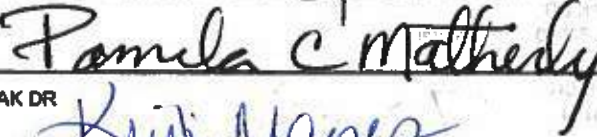
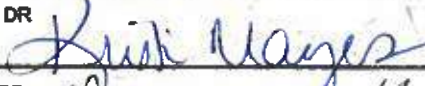
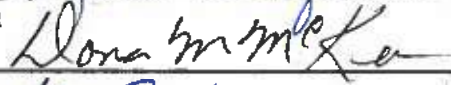



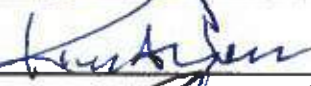

Name	Address	Owner/Tenant	Signature	Agree/Disagree
ABEL, SCOTT	13115 RED OAK DR Choctaw OK 73170			
Allcox, Chad	13169 Whitebud Pl Choctaw OK 73020			Agree
ALLEN, KAREN SUE	13116 CHINKAPIN OAK PL Choctaw OK 73170			
ANDERSON, LISA	2318 AUSTRIAN PINE DR Choctaw OK 73020			Agree
Ankney, Brandon & Jamie	13183 RED OAK DR CHOCTAW OK 73020			
ARIAS, JORGE	13141 Chinkapin Oak Pl choctaw ok 73020			
ARMSTRONG, EUGENE & LINDA	13108 WHITE PINE CT Choctaw OK 73170			Agree
ASHFORD, CHAD & COURTNEY	13160 AUSTRIAN PINE DR Choctaw OK 73170			
AUSTIN, TIMOTHY	13148 CHINKAPIN OAK PL Choctaw OK 73170			
Baker, Kathryn	13140 CHINKAPIN OAK PL CHOCTAW OK 73020			
BARTLETT, JEREMY & ALYSSA	13128 CHINKAPIN OAK PL Choctaw OK 73020	Rental		
BEAVER, LEE	13154 RED OAK DR Choctaw OK 73170			Agree
BERGMANN, FRED & GINNY	2516 Red Oak Dr Choctaw OK 73020			Agree
BESTEDA, ROYCE & AMANDA	13149 SHUMARD OAK DR Choctaw OK 73170			
BILLECK, DAVID & HALEY	13130 RED OAK DR Choctaw OK 73020			
BLACKWELL, MARK & DEDRA	13145 RED OAK DR Choctaw OK 73170			
Blessington, Paul & Renee	13121 Austrian Pine Dr Choctaw OK 73020			Agree
BODE, CARRI	13133 AUSTRIAN PINE DR Choctaw OK 73170			
BOYNE, JANICE	2417 AUSTRIAN PINE DR Choctaw OK 73170	Rental		Agree
BROSELOW, BETHANY J & ANDREW M	13127 RED OAK DR CHOCTAW OK 73020			
BROWN, JAMES	13133 Lobolly Pine St Choctaw OK 73020			
Brush, Richard and Kimberly	13145 Chinkapin Oak Pl Choctaw OK 73020			Agree

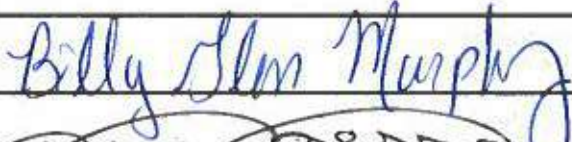
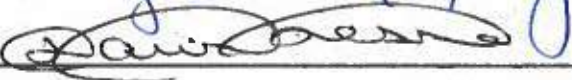

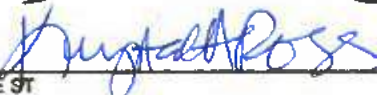


Name	Address	Owner/Tenant	Signature	Agree/Disagree
BRYAN, WILLIAM & AMY	13157 RED OAK DR Choctaw OK 73170			
BRYANT, FAWN	13149 RED OAK DR Choctaw OK 73170			
BUPP, RYAN	13124 LOBLOLLY PINE ST Choctaw OK 73170			
CALLAWAY, JANICE W	13164 CHINKAPIN OAK PL Choctaw OK 73170			
CHARPENTIER, CHRISTOPHER	13169 CHINKAPIN OAK PL CHOCTAW OK 73020			
CHILCOAT, JASE & KELSEY	13173 CHINKAPIN OAK PL CHOCTAW OK 73020			agree
CHRISTENSEN, CLARK	13161 RED OAK DR Choctaw OK 73170			agree
CID, DAVID & CHRISTINA	13178 CHINKAPIN OAK PL CHOCTAW OK 73020			agree
CLEVELAND, DEWAYNE	13125 CHINKAPIN OAK PL CHOCTAW OK 73020			
CLICQUOT, JEAN CLAUDE	2312 AUSTRIAN PINE DR Choctaw OK 73170			AGREE
CLUGSTON, ANDREW & SUMMER	13146 WHITEBUD PL Choctaw OK 73170			
Cofer, Jamie	13141 Austrian Pine Dr Choctaw OK 73020			
COLLINS, CHARLITA	13165 AUSTRIAN PINE DR Choctaw OK 73170			
CONLEY, TAMMI	13144 CHINKAPIN OAK PL Choctaw OK 73170			
COX, BERT & INEZ	13129 LOBLOLLY PINE ST Choctaw OK 73170			agree
CRANDALL, LINDA	13181 CHINKAPIN OAK PL CHOCTAW OK 73020			agree
Crawford, Stephanie	2409 AUSTRIAN PINE DR, CHOCTAW OK 73020			agree
CROSSLEY, MAHLON	13168 CHINKAPIN OAK PL CHOCTAW OK 73020			
Curry, James & Kimberly	13150 Whitebud Pl Choctaw OK 73020			Agree
DAKIS, JESSE & KASEY	13177 CHINKAPIN OAK PL CHOCTAW OK 73020			agree
DAVIS, MATTHEW & CRYSTAL	13161 CHINKAPIN OAK PL Choctaw OK 73170			agree
DEAN, SEAN	13157 WHITEBUD PL Choctaw OK 73170			

Name	Address	Owner/Tenant	Signature	Agree/Disagree
DELLA VECCHIO, MICHAEL	13172 AUSTRIAN PINE DR Choctaw OK 73170			Agree
EATON, JULIA	2405 AUSTRIAN PINE DR Choctaw OK 73020			
EDWARDS, CYNTHIA	2524 SCARLET OAK CT CHOCTAW OK 73170			
EGBERT, STEVEN & PATSY	13120 CHINKAPIN OAK PL CHOCTAW OK 73020			
EMMETT, STEVEN	13128 LOBLOLLY PINE ST CHOCTAW OK 73170			
England, Russel & Mandi	13141 SHUMARD OAK DR CHOCTAW OK 73020	Rental		
Enright, Thomas & Gerrie	13157 Austrian Pine Dr Choctaw OK 73020			Agree
ESPY, ROBERT	1318 WHITE BUD PL CHOCTAW OK 73020	Rental		
Thigpen, Andrew FARR, ADAM	13181 RED OAK DR CHOCTAW OK 73020		Andrew.Thigpen@NBG.com	Agree
Favors, James & Teresa	13131 Shumard Oak Dr. Choctaw OK 73020			Agree
FISHER, LAKESHA	13172 CHINKAPIN OAK PL Choctaw OK 73170			
Fox, Drew and Tiffany	13161 Whitebud Pl Choctaw OK 73020			Agree
FRANZONI, DAVID & PEGGY	13175 RED OAK DR Choctaw OK 73020			Agree
FRANZONI, JACOB & TERRON	13113 WHITE PINE CT CHOCTAW OK 73020			
FUGATE, JAMES & LINDA	13146 RED OAK DR Choctaw OK 73020			Agree
FUGATE, JOHN	13169 AUSTRIAN PINE DR CHOCTAW OK 73020			
FULLER, TIMOTHY M	13162 RED OAK DR Choctaw OK 73020			Agree
GALLAWAY, TRAVIS & JENNIFER	13142 WHITEBUD PL Choctaw OK 73020			
Gandara, Daniel & Teresa	13165 Red Oak Dr. Choctaw OK 73020			Agree
GAONA, JULIAN	13157 RED OAK DR Choctaw OK 73020			Agree
GIBBS, JOE	13182 CHINKAPIN OAK PL Choctaw OK 73020			
Gilland, Andrew & Grace	13150 Red Oak Dr CHOCTAW Ok 73020			

Name	Address	Owner/Tenant	Signature	Agree/Disagree
GLOVER, JOHN	13134 RED OAK DR Choctaw OK 73020			
GRABLE, ADAM & KIMBERLY	13160 CHINKAPIN OAK PLACE CHOCTAW OK 73020			Agree
GRAHAM, CYNTHIA	13136 LOBLOLLY PINE ST Choctaw OK 73020			
HALL, JASON & THERESA	13135 SHUMARD OAK DR Choctaw OK 73020	JASON & CHRISTY JUSTICE		AGREE
HAMILTON, SUSAN	13138 RED OAK DR. CHOCTAW OK 73020			
HATCHETT, LENNY & CECILIA	13166 WHITEBUD PL Choctaw OK 73020			Agree
Herzer, Andrew	13100 White Pine Court CHOCTAW OK			
HEYKENS, RYAN	13134 AUSTRIAN PINE DR Choctaw OK 73020			
HOWELL, CONNIE LUCAS	13153 AUSTRIAN PINE DR Choctaw OK 73020			agree
HUMBOLT, DANIEL & AUBREY	2600 SCARLET OAK CT Choctaw OK 73020			agree
HUTCHISON, PAUL & KIMBERLY	13166 RED OAK DR Choctaw OK 73020			Agree
IABONI, PAUL R	13130 AUSTRIAN PINE DR Choctaw OK 73020	Rental		
JAFFURS, STEVEN & JAMILLE	2521 SCARLET OAK CT Choctaw OK 73020			
JASPER, JOSEPHINE	13161 AUSTRIAN PINE DR CHOCTAW OK 73020	Rental:		
KALIDY LLC <i>Jensen Kevin</i>	2525 SCARLET OAK CT CHOCTAW OK 73020			Agree
KALSU, BRYAN	13187 RED OAK DR. CHOCTAW 73020			Agree
KATHLEEN LULI	13162 WHITEBUD PL Choctaw OK 73020			
KENNEDY, ROBIN JANE	13120 LOBLOLLY PINE ST Choctaw OK 73170			
KING, KEVIN	13170 WHITEBUD PL Choctaw OK 73020			agree
KING, RICHARD	13154 WHITEBUD PL Choctaw OK 73020			
Kula, Johnathan & Katherine	2404 Austrian Pine Dr Choctaw OK 73020			
LANCASTER, ALEX & LINDSEY	13128 CHINKAPIN OAK PL Choctaw OK 73020			

Jason.Justice.1@outlook.com

Name	Address	Owner/Tenant	Signature	Agree/Disagree
LANTZ, TOM	13130 WHITEBUD PL Choctaw OK 73020			AGREE
LARSON, MICHAEL	13111 RED OAK DR CHOCTAW OK 73020	Rental:		AGREE
LEACH, CHARLES	13117 AUSTRIAN PINE DR Choctaw OK 73020			
LEDOUX, KEVIN & CARA	13165 WHITEBUD PL Choctaw OK 73020			
LEE, WALLACE & PATRICIA	13116 LOBLOLLY PINE ST CHOCTAW OK 73020			
Levine, Jacob and Allison	13145 Shumard Oak Dr. Choctaw OK 73020			
LEWIS, JOHN & JEANNE	13129 AUSTRIAN PINE DR Choctaw OK 73170			AGREE
LUMRY, LLOYD & DEANNA	13125 LOBLOLLY PINE ST Choctaw OK 73020			agree 
MAIKELL, BARBARA	2327 AUSTRIAN PINE DR Choctaw OK 73020			
MARTINEZ, AARON	13121 LOBLOLLY PINE ST Choctaw OK 73020			AGREE
MATHERLY, PAMELA C	13149 WHITEBUD PL Choctaw OK 73020			agree
MAYES, BILLY & KRISTI	13127 SHUMARD OAK DR Choctaw OK 73020			agree
MCKEE, DONA TRUST	2325 AUSTRIAN PINE DR Choctaw OK 73020			agree
MCKENNA, JAMES & CINDY	13157 CHINKAPIN OAK PL CHOCTAW OK 73020			AGREE
Michael T. Williams	13145 WHITEBUD PL CHOCTAW OK 73020			
MILLER, CHESTER & MARY	13153 RED OAK DR Choctaw OK 73020			
MITCHELL, BELINDA & CHRISTOPHER	13132 LOBLOLLY PINE ST Choctaw OK 73020			
MIXAY, KEUTKEO & AMONE	2401 AUSTRIAN PINE DR Choctaw OK 73020	Rental		
MOORE, CORY	13134 WHITEBUD PL Choctaw OK 73020			agree
MORPHIS, KIM	13186 CHINKAPIN OAK PL Choctaw OK 73020			Agree
MORPHIS, KIM & DEBORAH	2517 SCARLET OAK CT Choctaw OK 73020			Agree
MOSES, ROBERT & TERESA	13158 WHITEBUD PL Choctaw OK 73020			AGREE

Name	Address	Owner/Tenant	Signature	Agree/Disagree
MURPHY, BILLY GLEN	13127 WHITEBUD PL Choctaw OK 73020			
NESSEL, DAVID W	13117 LOBLOLLY PINE ST Choctaw OK 73020			AGREE
NIX, ANGELA	13124 CHINKAPIN OAK PL Choctaw OK 73020			
O'NEAL, CYNTHIA RAY	13125 AUSTRIAN PINE DR Choctaw OK 73020			
Orange, Priscila	2514 Red Oak Dr Choctaw OK 73020			
OVADIA, JOE & RACHEL	2400 AUSTRIAN PINE DR CHOCTAW OK 73020	Rental		
PAYN, JOE & DONNA	2316 AUSTRIAN PINE DR CHOCTAW OK 73020			
REEVES, JOHN & CATHERINE	13104 WHITE PINE CT Choctaw OK 73170	Rental		
REGGIO, JOHN L	13112 LOBLOLLY PINE ST Choctaw OK 73170			
RICHWINE, MAX	13133 CHINKAPIN OAK PL CHOCTAW OK 73020			
RONDEAU, TYSON	13119 RED OAK DR CHOCTAW OK 73020	Rental		
ROSS, DANIEL & TIFFANY TATRO	13170 RED OAK DR Choctaw OK 73170			X
Ross, Joseph and Krystal	13131 Whitebud Pl Choctaw OK 73020			X
RUSSELL, CHARLES	13148 LOBLOLLY PINE ST Choctaw OK 73170			
SANDERSON FAMILY TRUST	2315 AUSTRIAN PINE DR Choctaw OK 73170			X
SCHLUTER PROPERTIES	13145 AUSTRIAN PINE DR Choctaw OK 73020	Rental		
SCHLUTER PROPERTIES LLC	13137 AUSTRIAN PINE DR CHOCTAW OK 73020	Rental		
SELF, DANIEL & LISA	13137 CHINKAPIN OAK PL CHOCTAW OK 73020			
SHARP, JAMES	13149 AUSTRIAN PINE DR Choctaw OK 73170			
SHATSWELL, LARRY	13156 AUSTRIAN PINE DR Choctaw OK 73170			
SHAWMARIE, JAMES	2413 AUSTRIAN PINE DR Choctaw OK 73170			
SHIPMAN, CHRISTOPHER & ANDREA	13158 RED OAK DR CHOCTAW OK 73020			X

Name	Address	Owner/Tenant	Signature	Agree/Disagree
SHTURM, ALEXANDER	13144 LOBLOLLY PINE DR Choctaw OK 73020	Rental		
SMITH, AUSTIN & MEGAN	13122 AUSTRIAN PINE DR Choctaw OK 73170		<i>Austin Smith</i>	<i>agree</i>
SMITH, HALEY & HAROLD	13186 CHINKAPIN OAK PL CHOCTAW OK 73130			
SPANGLER, RYAN & STACEY	2601 SCARLET OAK CT Choctaw OK 73170			
SPURLOCK, JOHN & MALORA	13148 CHINKAPIN OAK PL Choctaw OK 73170		<i>John Spurlock</i>	<i>agree</i>
STEELE, JOHN & SARAH	13140 LOBLOLLY PINE ST CHOCTAW OK 73020			
STONE, ROBERT & LEAH	13153 WHITEBUD PL Choctaw OK 73170		<i>R. Stone</i>	<i>Agree</i>
SUTTON, OLEN & ROBERTA	13131 RED OAK DR Choctaw OK 73170			
TERRY, ROBERT & LISA	13136 CHINKAPIN OAK PL Choctaw OK 73170			
THOMAS, RICHARD	13153 CHINKAPIN OAK PL Choctaw OK 73170		<i>Richard Thomas</i>	
TOBERGATE, WILLIAM	13126 AUSTRIAN PINE DR Choctaw OK 73170			
TONKS, MICHAEL & VIRGINIA	13179 RED OAK DR CHOCTAW OK 73020		<i>Michael Tonks</i>	
TUREK, MIKE & SAMMIE	2320 AUSTRIAN PINE DR Choctaw OK 73170		<i>Mike Turek</i>	
VAUGHT, JAMIE & STEPHEN	13132 CHINKAPIN OAK PL CHOCTAW OK 73020		<i>Stephen Vaught</i>	<i>Agree</i>
WALKER, LLOYD	13142 RED OAK DR Choctaw OK 73020			
WASHINGTON TERRANCE & DENISE	13123 RED OAK DR Choctaw OK 73020	Rental		
Wilbanks, Kellie	13128 Whitebud Place Choctaw OK 73020			

Fireworks
Street light

...

Melissa Williams

Agree

end of 2518 Fed
Dish

Vanessa Allen

4/2

13141 Shumard Oak Dr
Chotaw OK 73026

Jaime Johnson

Agree

13112 Loblolly





THE CITY OF MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT—ENGINEERING DIVISION

William Harless, Community Development Director

Patrick Menefee, P.E., City Engineer

TO: Traffic and Safety Commission

FROM: Brandon Bundy, P.E., Assistant City Engineer

DATE: August 15th, 2019

SUBJECT: (TS-438) Discussion and consideration of adding additional STOP controls to the intersections of Viewpoint Dr / W Peebly Dr and Viewpoint Dr / Havenwood Dr.

DATES OF HEARINGS: Commission August 15th, 2019
City Council September 10th, 2019

APPLICANT/REQUESTOR: Brian M Atchley
3205 N Viewpoint Dr.
Midwest City OK 73110
(405) 830-0656

STAFF RECOMMENDATION: The request meets the warrants outlined by the 2009 MUTCD for a 3 way STOP control. **Therefore, staff recommends a 3 way stop at the intersections.**

ACTION REQUIRED: Approve or deny a request to add additional STOP controls to the intersections of Viewpoint Dr / W Peebly Dr and Viewpoint Dr / Havenwood Dr.

STAFF COMMENTS:

The applicant, Brian M. Atchley, has requested STOP signs at the intersections of Viewpoint Dr / W Peebly Dr and Viewpoint Dr / Havenwood Dr. Currently, there are STOP controls on the approaches of W Peebly Dr and Havenwood Dr with Viewpoint Dr having no STOP controls. The speed limit for Viewpoint Dr. is 25 mph. The applicant has 31 signatures of support for the request. The Midwest City Police Department has reported no crashes at the intersection for the past three years. The petition is included with this application.

The following citation is from the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the United States Department of Transportation, Federal Highway Administration:

Section 2B.07 Multi-Way Stop Applications

Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

03 The decision to install multi-way stop control should be based on an engineering

study.

04 The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

Minimum volumes:

The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Option:

05 Other criteria that may be considered in an engineering study include:

The need to control left-turn conflicts;

The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;

Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and

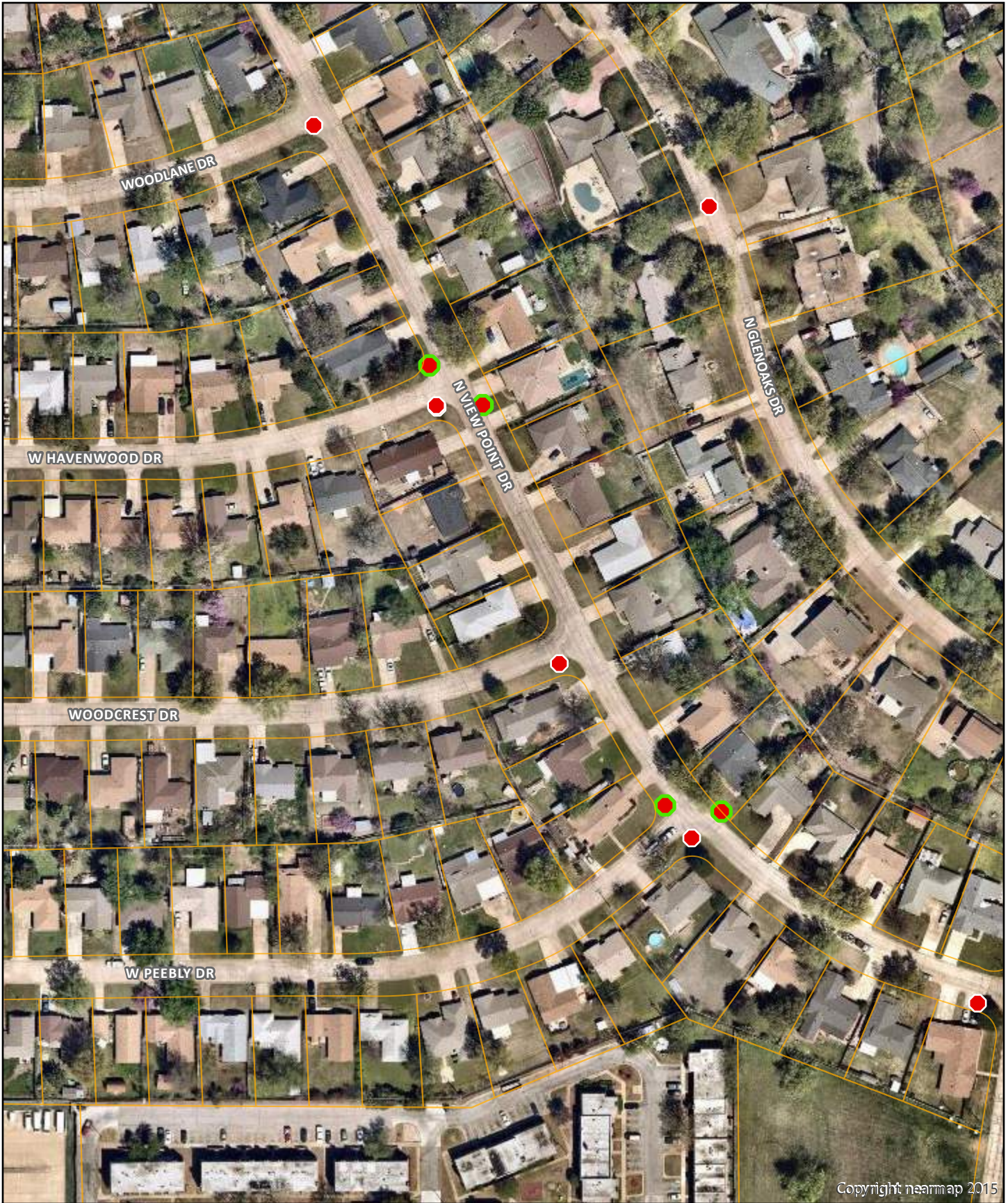
An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

City staff does believe that the last criteria of 2B.07 Multi-Way Stop Applications is applicable in this case where all the approaches and design characteristics are similar. **Therefore, the application does meet requirements for multi-way STOP signs under Section 2B.07. Staff recommends approval.**

cc:

Brandon Clabes, Midwest City Police

File: TS-438



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-  Parcel Boundaries
-  Yield
-  Stop
-  Proposed Stop



1 in = 150 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER

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The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT – ENGINEERING DIVISION
 Billy Harless, Community Development Director
 Patrick Menefee, P.E., City Engineer

TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s):
To install "STOP" signs at N. Viewpoint & its intersections with both W. Peabody and W. Havenswood Dr.

PETITION CONTACT PERSON:

Name: Brian M. Atchley, MBA
 Address: 3205 N. Viewpoint Dr., Midwest City, OK 73110
 Phone: (405) 830-0656

NOTE: ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT

NAME	ADDRESS	OWNER OR TENANT	AGREE OR DISSAGREE WITH REQUEST
Brian Atchley	3205 N. Viewpoint Dr.	owner	Agree
MIKE CANTRELL	3200 N. VIEWPOINT DR	OWNER	AGREE
Victoria Ingram	3300 N. Viewpoint Dr	Owner	Agree
Anna Chilton	3301 N Viewpoint Dr	Owner	Agree
Debbie Langston	1617 Briarcrest Dr	owner	Agree
Lynn Langston	1612 Briarcrest Dr	owner	Agree
DANIEL EGGERS	3213 N. VIEWPOINT	owner	Agree
Memath Broadlove	3204 N. Viewpoint	Tenant	Agree
Andrew Perdue	3208 N. Viewpoint	Owner	Agree
Natasha Rose	3304 N Viewpoint	Owner	Agree
JUSTIN PHILLIPS	3308 N Viewpoint	owner	Agree
Sue Morrison	3209 N. Viewpoint	owner	Agree
MARY ANN WOLDIKON	3109 N. VIEWPOINT	owner	Agree
Wendall Curry	3105 N. Viewpoint	owner	Agree
James B. Hudson	3005 N. Viewpoint	owner	Agree
Wayne King	3004 N. Viewpoint	owner	Agree
Thomas Cole	3104 N. Viewpoint	owner	Agree
Betty Lewis	3108 N. Viewpoint	owner	Disagree
Brandi Ingerson	3112 N Viewpoint	tenant	agree
Charles Davis	1001 Woodcrest	owner	Agree



THE CITY OF MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT—ENGINEERING DIVISION

William Harless, Community Development Director

Patrick Menefee, P.E., City Engineer

TO: Traffic and Safety Commission

FROM: Brandon Bundy, P.E., Assistant City Engineer

DATE: August 15th, 2019

SUBJECT: (TS-439) Discussion and consideration of recommending that the City pursue traffic calming measures on Murray Dr.

DATES OF HEARINGS: Commission August 15th, 2019
City Council September 10th, 2019

APPLICANT/REQUESTOR: Jim Mazur
2525 Murray Dr
Midwest City, OK 73110
(405) 640-1728

STAFF RECOMMENDATION: The request asks for assistance with speed issues along Murray Dr. **Therefore, staff recommends that the City pursue traffic calming measures on Murray Dr.**

ACTION REQUIRED: Approve or deny support for traffic calming measures on Murray Dr.

STAFF COMMENTS:

The applicant, Jim Mazur, has requested a speed bump and/or lines in the road to indicate a school zone in a way to discourage speeding along Murray Dr. Currently, there are no measures on Murray Dr. between Reno Ave. and Beard Dr. The speed limit for Murray Dr is 25 mph. The applicant has 16 signatures of support for the request. The Midwest City Police Department has reported twelve crashes along the corridor including the intersection with Reno Ave over the past three years. The petition is included with this application.

To address Mr. Mazur's petition specifically; the City does not allow speed bumps on any public road. Among the reasons are that they create liability, slow emergency response, increase maintenance, and are drainage nuisances. Additionally, one speed bump will mean a speed bump on every street in the City. Additionally, the striping suggestion is likely related to the "squiggle" that is found around many Mid-Del schools, especially in Del City. These lines are not approved by the MUTCD, a federal standard governing all traffic control devices. Using this striping opens up the City to potential lawsuit for diverging from a federal standard.

City staff frequently get calls for speed controlling measures but rarely receives an actual petition. Attached are three articles all expressing that STOP signs are not to be used for speed and in fact can cause more aggressive driving and potentially higher speeds if for a moment.

In this particular case, staff thinks this is an excellent test case to construct traffic calming as an alternative to STOP signs being used as speed control. Many cities have programs where traffic calming is used as the first engineering response to a speed issue, but Midwest City does not. For Murray Dr., staff would recommend a traffic circle or mini-roundabout as an appropriate solution. Unlike those found in Europe or even the roundabout at NE 10th / Classen in OKC; these would be small and easily constructed in the existing roadway. They could even be tried on a temporary basis as a trial.



Example of a temporary trial where STOP signs were existing.

Therefore, staff recommends that the City pursue traffic calming measures on Murray Dr.



Example of a neighborhood traffic circle

cc:

Brandon Clabes, Midwest City Police

File: TS-439



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 Parcel Boundaries



1 in = 250 ft
when printed actual size
on 8-1/2x11" paper

DISCLAIMER

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The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

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

TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s):
TOO INSTALL A SPEED BUMP & OR LINES IN ROAD TO INDICATE A SCHOOL ZONE BETWEEN RENO AND GILL STREET ON MURRAY DRIVE AND TOWARDS DRAPER DRIVE.

PETITION CONTACT PERSON: Name: JIM MAZUR
 Address: 2525 MURRAY DR.
 Phone: 405-640-1728

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY.. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

Check as appropriate:

Name	Address	Check as appropriate:	
		Are you an owner or a tenant?	Do you agree or disagree with the request?
<u>JIM MAZUR</u>	<u>2525 MURRAY</u>	<u>Owner</u>	<u>Agree</u>

Bobby Johnson 2500 ~~at~~ MURRAY / owner - Agree
Keith Harless 3500 Willow Creek dr MWC, OK 73110

NAME	ADDRESS	OWNER RENT	AGREE/DISAGREE
Greg BARRIENTEZ	2601 MURRAY DR	RENT	AGREE
Cliff CHATMAN	2605 MURRAY DR	RENT	✓
Pa. M. C. L.	2600 MURRAY DR	OWN	✓
Candace Doss	2528 MURRAY DR	OWN	AGREE ✓
Kristen Hallgren	2504 Murray Drive	rent	agree
RANDY HART	2512 Murray DR.	OWN	agree ✓
PETE AMEEN	2504 MURRAY DR	OWN	AGREE ✓
Stephen Darby	2420 Murray Dr	rent	AGREE ✓
Liza Poblano	2501 Murray Dr	OWN	AGREE
Cynthia Bruce England	213 Gill	OWN	Agree
Dawn Mitchell	205 Gill Dr	OWN	Agree
Richard Cheng	204 Gill Dr	Rent	Agree
Shirley Linch	212 Gill	OWN	Agree
Eric Pott	216 Gill Dr	OWN	Agree

100 N. Midwest Boulevard • Midwest City, Oklahoma 73110

Engineering Division (405) 739-1220 • FAX (405) 739-1399 • TDD (405) 739-1359

An Equal Opportunity Employer



THE CITY OF MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT—ENGINEERING DIVISION

William Harless, Community Development Director

Patrick Menefee, P.E., City Engineer

TO: Traffic and Safety Commission

FROM: Brandon Bundy, P.E., Assistant City Engineer

DATE: August 15th, 2019

SUBJECT: (TS-440) Discussion and consideration of supporting a change to the traffic pattern at the intersection of NE 23rd Street and Midwest Boulevard.

DATES OF HEARINGS: Commission August 15th, 2019
City Council September 10th, 2019

APPLICANT/REQUESTOR: City Staff

STAFF RECOMMENDATION: This request is to change the traffic pattern in response to safety concerns and recent crash history. **Therefore, staff recommends that the City pursue the recommended changes.**

ACTION REQUIRED: Approve or deny support for changing the traffic pattern.

STAFF COMMENTS:

The speed limit for both NE 23rd St and Midwest Blvd is 45 mph. The Midwest City Police Department has reported three crashes at the intersection over the past three years. This report does not include the recent fatality July 8th.

City staff has received numerous complaints regarding the intersection and perceived safety issues. That particular stretch of Midwest Blvd has a high percentage of trucks owing to the industrial nature to the north.

After the complaints were received, staff examined the intersection and determined that the likely problem is that the left turns at Midwest Blvd can be obstructed when the opposing direction has a vehicle trying to make a left turn. The opposing vehicle, usually a truck, obscures a vehicle which may be driving through. Additionally, staff referred the intersection to ODOT since NE 23rd St falls under their jurisdiction. Even though the problem was identified, the intersection is constrained by utilities and the fact that ODOT and City of Spencer would have to be involved in any solution.

On July 8th, 2019, a vehicle crash resulted in a fatality at this intersection. The crash occurred when a car moving northbound impacted a left turning vehicle from the southbound which failed to yield. This crash has prompted staff to look further for an interim solution.

After discussion with the City's signal contractor, a proposal is being made to eliminate one of the through lanes on Midwest Blvd and convert them to a protected left turn. This will allow for the least amount of interruption to the signal timing. Although this solution may not have prevented the fatal crash on July 8th, it will allow the City to further protect the left turn movement.



Before work will be ordered, the City of Spencer and ODOT will be notified and request to approve of the change.

Therefore, staff recommends that the City pursue the recommended changes.

cc:

Brandon Clabes, Midwest City Police

File: TS-440



THE CITY OF MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT-ENGINEERING DIVISION

William Harless, Community Development Director

Patrick Menefee, P.E., City Engineer

TO: Traffic and Safety Commission

FROM: Patrick Menefee, P.E.

DATE: August 15th, 2019

SUBJECT: (TS-441) Discussion and consideration of a request for additional STOP controls at the intersections of North Marshall Drive and East Kittyhawk Drive and East Rickenbacker Drive and East Harmon Drive.

DATES OF HEARINGS: Commission August 15th, 2019
City Council August 27th, 2019

APPLICANT/REQUESTOR: Ward 1 Councilwoman
Susan Eads
and Midwest City Engineering

STAFF RECOMMENDATION: The request does meet the warrants outlined by the 2009 MUTCD for a STOP control on the westbound approach. **Therefore, staff recommends additional STOP signs at the intersections of North Marshall Drive and East Kittyhawk Drive and East Rickenbacker Drive and East Harmon Drive.**

ACTION REQUIRED: Approve or deny a request for additional STOP signs at the intersections of North Marshall Drive and East Kittyhawk Drive and East Rickenbacker Drive and East Harmon Drive.

STAFF COMMENTS:

The applicant, Councilwoman Susan Eads, has requested a review of the two above listed intersections by the city engineering department and the installation of additional STOP controls providing safer intersection crossings for the local citizens.

Currently, there are only two traffic controls at the east / west legs of the four legs of the above intersections. The speed limits for all the streets is 25 mph. A steady increase of traffic in the area, along with the on street parking in the neighborhood is increasing the risk of accidents when local citizens cross these intersections. Four way stops decrease these risks.

The following citation is from the 2009 edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the United States Department of Transportation, Federal Highway Administration:

Section 2B.06 STOP Sign Applications

Guidance:

01 At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see [Sections 2B.08](#) and [2B.09](#)).

02 The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:

- A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;
- B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or
- C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.

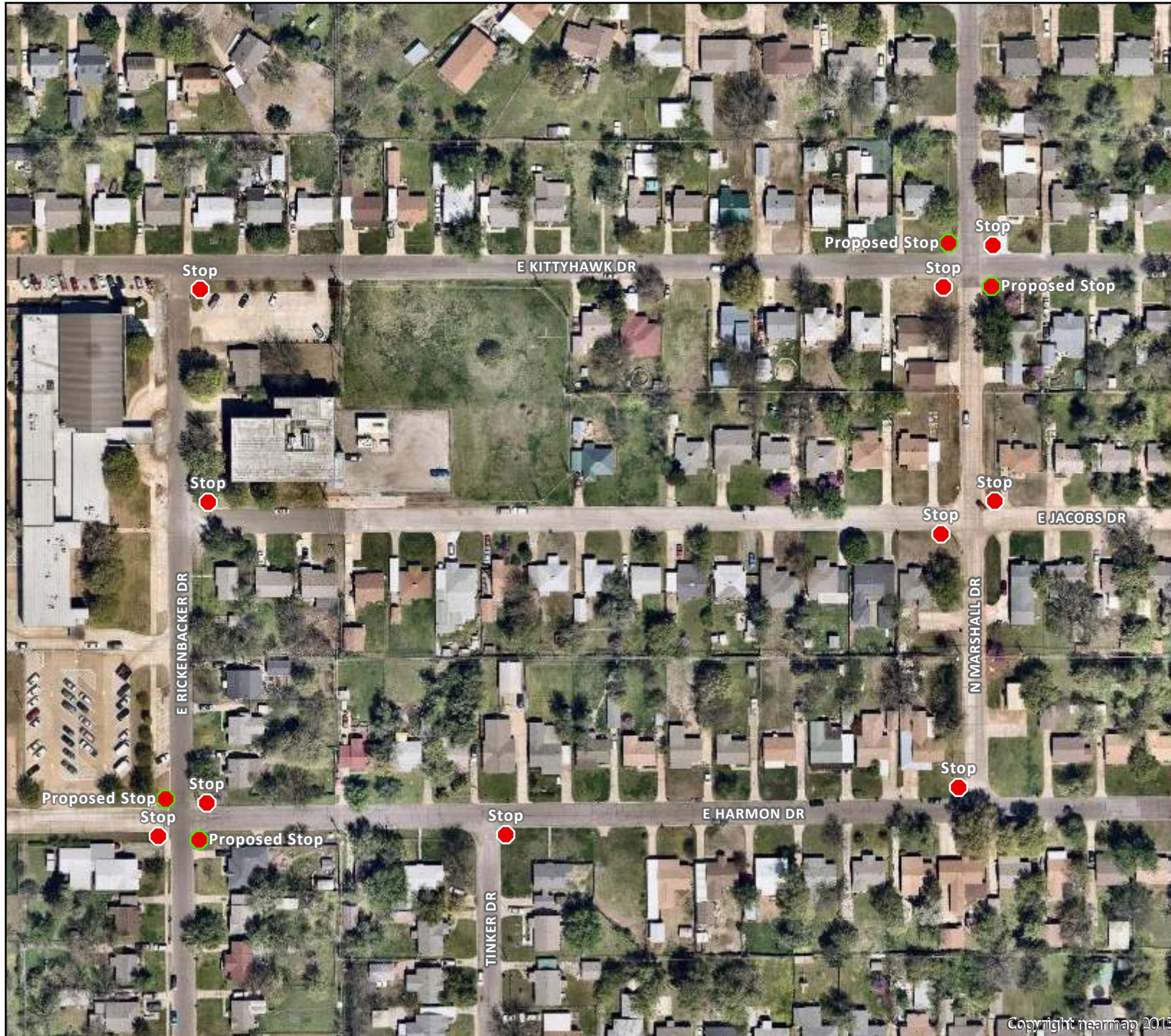
As stated above, the traffic at these intersections is creating an increasingly unsafe situation for the people traversing the intersections. **Therefore, the application does meet requirements for STOP signs under Section 2B.06 and Engineering Staff recommends approval.**

cc:

Ward 1 Councilwoman
Susan Eads

Brandon Clabes, Midwest City Police

File: TS-441



- Stop
- Proposed Stop



1 in = 150 ft
when printed actual size
on 8-1/2x11"paper

DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.

From: Ward 1 <ward1@midwestcityok.org>
To: "MWC - Tim Lyon (cell)"; Vaughn Sullivan; PMenefee@midwestcityok.org, Ma...
Date: 8/1/2019 11:24 AM
Subject: Stop Signs

Good morning. I am submitting a request for stop signs to be placed at Marshall and E Kittyhawk, which I believe has already been evaluated as appropriate for a four way stop intersection. I am also submitting a request for a four way stop intersection at E Rickenbacker and Harmon. Can you please advise of these intersections qualify for a four way stop? If Patrick can send me the forms for submission to the traffic and safety commission, then I can have those completed and prepare to submit those. Should have any questions, please contact me. Otherwise, thank you for your consideration.

Regards,

Susan Eads
Sent from my iPhone



MUNICIPAL AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours at bit.ly/youtubemwc.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



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



The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

September 10, 2019 - 6:01 PM

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
- 1.** Discussion and consideration of approving the minutes of the August 13, 2019 meeting, as submitted. (Secretary - S. Hancock)
 - 2.** Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Wastewater Fund, revenue/Intergovernmental (00) \$5,000; expenses/Wastewater (43) \$5,000. (Finance – C. Barron)
 - 3.** Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending July 31, 2019. (City Manager - T. Lyon)
 - 4.** Discussion and Consideration of approving an agreement with Centrada Solutions to implement the brand standard GRE/HSIA hardware and software television platform required by Marriott International for \$204,086.63 at the Sheraton/Delta Hotel. (City Manager - T. Lyon)
 - 5.** Discussion and consideration of awarding a contract for design and interior architectural services to Flick Mars for the property improvement plan and brand conversion of the Midwest City Sheraton Hotel in the amount of \$230,000 plus other overhead costs outlined in the contract. (City Manager - T. Lyon)
 - 6.** Discussion and consideration of accepting the Midwest City Soccer Club 2018-19 financial statement. (Parks and Recreation - F. Gilles)
- C. **NEW BUSINESS/PUBLIC DISCUSSION.** The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. **ADJOURNMENT.**



CONSENT AGENDA



A notice for the regular Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Minutes

August 13, 2019 – 6:01 PM

This meeting was held in the Midwest City Council Chamber in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:09 PM with the following members present: Trustees Susan Eads*, Pat Byrne, Sean Reed, and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Española Bowen and Christine Allen.

CONSENT AGENDA. Eads made a motion to approve the consent agenda as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Moore and Chairman Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.

1. Discussion and consideration of approving the minutes of the July 23, 2019 meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: FF&E Reserve Fund, revenue/Transfers In (00) \$314,381; expenses /Hotel/Conf. Center (40) \$314,381. Capital Improvements Revenue Bond Fund, expenses/ Transfers Out (00) \$314,381.
3. Discussion and consideration of approving and entering into a Facility Lease Contract with the Midwest City Branch YMCA for the use of Doug Hunt Softball Complex located in Joe B. Barnes Regional Park to organize and run youth flag/tackle football. The Facility Lease Contract is a five (5) year agreement from July 1, 2019 through June 30, 2024.
4. Discussion and consideration of declaring 2 full sized used mattresses and box springs surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.
5. Discussion and consideration of declaring the various items of property listed below as surplus and authorizing their disposal by public auction.
6. Discussion and consideration of declaring unit # 41-03-19, one 2003 Heil front-loading refuse body mounted on a 2003 Peterbilt model 320 truck chassis from the Sanitation Department, surplus property and authorizing its disposal by sealed bid, public auction, or by other means as necessary.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

*Eads left meeting at 7:11pm

DISCUSSION ITEMS.

- 1. Discussion and Consideration passing and approving an ordinance authorizing the sale of a 2010 Bridgeport Unit #41-03-24, property with a value of more than \$10,000.00, as required by Article IV; Section 4 of the Midwest City Charter; and Providing for Repealer and Severability. (Public Works - R. Paul Streets).** Reed made a motion to approve the ordinance, seconded by Byrne. Voting aye: Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen, Allen and Eads. Motion carried.

ADJOURNMENT.

There being no further business, Chairman Dukes closed the meeting at 7:11 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110
cbarron@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, City Treasurer/Finance Director

DATE: September 10, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Wastewater Fund, revenue/Intergovernmental (00) \$5,000; expenses/Wastewater (43) \$5,000.

The supplement is needed to budget grant from Oklahoma Municipal Assurance Group to be used to purchase jet scan cameras.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS
September 10, 2019

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		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	Intergovernmental	5,000			
43	Wastewater			5,000	
		<u>5,000</u>	<u>0</u>	<u>5,000</u>	<u>0</u>

Explanation:
To budget grant from OMAG to be used to purchase jet scan cameras.



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: September 10, 2019

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 July 31, 2019.

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

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

Tim L. Lyon

Tim Lyon
City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenue												
Budgeted (MTD)	372,710											
Actual (MTD)	299,162											
Budgeted (YTD)	372,710											
Actual (YTD)	299,162											
Expenses												
Budgeted (MTD)	389,068											
Actual (MTD)	386,683											
Budgeted (YTD)	389,068											
Actual (YTD)	386,683											
Revenue vs. Expenses												
Budgeted (MTD)	(16,358)											
Actual (MTD)	(87,521)											
Budgeted (YTD)	(16,358)											
Actual (YTD)	(87,521)											
Key Indicators												
Hotel Room Revenue	220,117											
Food and Banquet Revenue	57,751											

Fiscal Year 2018-2019												
Revenue												
Budgeted (MTD)	341,442	447,668	431,838	532,961	405,584	317,691	266,291	392,463	591,214	522,635	569,632	461,272
Actual (MTD)	384,934	454,587	328,389	590,459	430,083	315,262	168,164	388,910	591,844	437,652	510,688	480,742
Budgeted (YTD)	341,442	789,110	1,220,948	1,753,909	2,159,493	2,477,184	2,743,475	3,135,938	3,727,152	4,249,787	4,819,419	5,270,691
Actual (YTD)	384,934	839,521	1,167,910	1,758,369	2,188,452	2,503,714	2,671,879	3,060,789	3,652,633	4,090,284	4,600,972	5,081,714
Expenses												
Budgeted (MTD)	418,478	449,923	421,755	478,040	410,232	400,674	351,565	381,945	501,702	469,862	497,663	426,201
Actual (MTD)	418,401	431,481	383,381	506,459	399,967	346,444	317,815	355,961	474,876	412,524	423,702	463,262
Budgeted (YTD)	418,478	863,401	1,285,156	1,763,196	2,173,428	2,574,102	2,925,667	3,307,612	3,809,314	4,279,176	4,776,839	5,203,040
Actual (YTD)	418,401	849,882	1,233,263	1,739,721	2,139,688	2,486,132	2,803,947	3,159,907	3,634,783	4,047,307	4,471,009	4,934,271
Revenue vs. Expenses												
Budgeted (MTD)	(77,036)	2,745	10,083	54,921	(4,648)	(82,983)	(85,274)	10,518	89,512	52,773	71,969	26,071
Actual (MTD)	(33,467)	23,106	(54,992)	84,000	30,117	(31,182)	(149,650)	32,950	116,968	25,127	86,986	17,480
Budgeted (YTD)	(77,036)	(74,291)	(64,208)	(9,287)	(13,935)	(96,918)	(182,192)	(171,674)	(82,162)	(29,389)	42,580	67,651
Actual (YTD)	(33,467)	(10,361)	(65,353)	18,648	48,764	17,582	(132,068)	(99,118)	17,850	42,977	129,963	147,443



THE CITY OF
MIDWEST CITY

TO: Honorable Chairman and Trustee

FROM: Tim Lyon, City Manager

DATE: September 10, 2019

SUBJECT: Discussion and Consideration of approving an agreement with Centrada Solutions to implement the brand standard GRE/HSIA hardware and software television platform required by Marriott International for \$204,086.63 at the Sheraton/Delta Hotel.

Attached is an agreement with the Centrada Solutions to implement the operating platform for the recently purchased televisions that were awarded by the Municipal Authority. This platform is a required brand standard established through our Sheraton/Delta franchise agreement with Marriott.

The cost of this agreement will be included in the renovation project budget included in the FY 19-20 budget.

Staff recommends approval.

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

Tim L. Lyon

Tim Lyon, City Manager

GPNS & GRE Upgrade



Scope of Work

Quote Number: 19844

Payment Terms: 50% Deposit; Net on Completion

Expiration Date: 09/30/2019

Customer Point of Contact:

Delmus Gobble
Sheraton - Midwest City Hotel
 5750 Will Rodgers Road
 Midwest City, OK 73110
 Phone:405.455.1806
dgobble@sheratonmidwestcity.com

Centrada Point of Contact:

Andrew Couture
Centrada Solutions
 5010 Riverside Drive
 Suite 300
 Irving, TX 75039
 United States
 Phone:469.735.4208
acouture@centrada.com

Item#	Quantity	Item	Unit Price	Extended Price
One-Time Items				
1)	1	GPNS/HSIA Hardware and Installation - GUEST-TEK [Vendor Direct Bill] - 3 Year Term Length - Includes Hardware - Includes Installation - Includes Estimate for Shipping - Includes Estimate for Travel [See Attached GUEST-TEK Quote for Details]	\$88,942.00	\$88,942.00
2)	1	GRE Hardware and Installation - GUEST-TEK [Vendor Direct Bill] - 5 Year Term Length - Includes Hardware - Includes FTG Content - 41 HD Channels (Including Fox Sports) and 8 Analog Channels - Includes OTT Apps - Includes Installation of New TVs - Excludes new TV hardware, transportation of new TVs, wall mount hardware, and disposal of old TVs - Includes Estimate for Shipping - Includes Estimate for Travel [See Attached GUEST-TEK Quote for Details]	\$78,423.00	\$78,423.00
3)	1	PMS Interface Re-Configuration - GALAXY [Vendor Direct Bill] - GALAXY Does Not Charge for Interface Re-Configuration - Project Manager Will Schedule Interface Re-Configuration for GPNS and GRE	\$0.00	\$0.00
4)	1	Estimated Core Drilling for Cabling to Rooftop Satellite - GUEST-TEK [Vendor Direct Bill] - Estimated expense for core drilling concrete floors. Needed for cabling from MDF to rooftop satellite. - Excludes rooftop penetration. In order to preserve a potential roofing warranty, it is the responsibility of the hotel to contact and contract a roofer for rooftop penetration. [See Attached Pricing E-mail from GUEST-TEK for Details]	\$3,000.00	\$3,000.00
5)	1	Estimated Brand Router Port Expansion Module - MARRIOTT INSIGHT [Vendor Direct Bill] - Estimated Cost for 4 Port Plugin Module from Marriott Insight.	\$500.00	\$500.00

GPNS & GRE Upgrade

Item#	Quantity	Item	Unit Price	Extended Price
		- Includes Estimated Shipping - Includes Estimated Taxes [Estimate Only. Actual to be Billed by MARRIOTT INSIGHT.]		
6)	1	Implementation Services [Billed by Centrada Solutions] Project Manager: - Review project requirements with hotel - Request site survey and comparative proposals for HSIA and GRE - Review and deliver vendor agreements and/or contracts - Hold conference call(s) as needed with the hotel staff, Aimbridge staff, vendors, and internal resources - Develop a plan for project milestones and schedule downtime with property - Work with GUEST-TEK to ensure all equipment is ordered - Schedule and coordinate MATV/Coaxial Remediation with GUEST-TEK - Schedule and coordinate cabling and re-certification with GUEST-TEK - Schedule and coordinate HSIA and GRE hardware installation and in-room access with property and GUEST-TEK - Work with GUEST-TEK Installation team to determine if this property has enough ports for an interface on the Marriott network router - Place order and track shipment of port expansion module from INSIGHT, if needed - Schedule OnForce technician to install port expansion module for Brand router, if needed - Schedule and coordinate port expansion installation with Marriott Accenture and on-site technician, if needed - Schedule and Coordinate PMS interface re-configuration with GALAXY and GUEST-TEK - Provide status updates to project stakeholders throughout project duration - Follow up on any outstanding issues following the project	\$8,000.00	\$8,000.00
7)	1	Estimated Taxes - GUEST-TEK [Vendor Direct Bill] [Estimated taxes. Calculated at 9.1% of total vendor costs. Actual to be billed -at applicable rate- by respective vendor.]	\$15,503.22	\$15,503.22
8)	1	Contingency - Additional potential costs to be allocated if needed. - Calculated at 5% of total project costs. - Justification will be provided before any contingent funds are used. - Funds in excess of the contingent estimate will require a change order be executed with appropriate signatures before proceeding.	\$9,718.41	\$9,718.41
			One-Time Total	\$204,086.63
Assumptions:			Subtotal	\$204,086.63
<ul style="list-style-type: none"> - The GPNS and GRE projects will approved and completed as 1 project, with a single installation trip. - Rooftop penetration will be the responsibility of the hotel. In order to preserve a potential roofing warranty, it is the responsibility of the hotel to contact and contract a roofer for rooftop penetration. - The hotel is responsible for all painting and drywall patching related to cable runs. - Excludes new TV hardware, transportation of new TVs to the hotel, disposal of old TVs, and the wall mount hardware. - There is at least 1 available electrical outlet in each proposed IDF location. The hotel will be responsible for any needed electrical cabling. - The hotel will provide a dedicated security escort or allow free access to areas outlined in the GPNS and GRE proposals. - The hotel will provide complimentary guest rooms and parking for the GUEST-TEK installation 				

GPNS & GRE Upgrade

Item#	Quantity	Item	Unit Price	Extended Price
		team throughout the duration of the project (1 per technician)		
			Total	\$204,086.63

Centrada Signature_____

Printed Name_____

Title_____

Date Signed_____

Authorizing Signature_____

Printed Name_____

Title_____

Date Signed_____



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1201

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, City Manager/General Manager

Date: September 10, 2019

Subject: Discussion and consideration of awarding a contract for design and interior architectural services to Flick Mars for the property improvement plan and brand conversion of the Midwest City Sheraton Hotel in the amount of \$230,000 plus other overhead costs outlined in the contract.

This item was inadvertently put on the Memorial Hospital Authority on August 13, 2019 rather than the Municipal Authority, so we are bringing it back for the Trustees of the Municipal Authority.

You may remember the following from the August 13 memo:

Staff for the past eight months have been working with Marriott International to develop a required property improvement plan and negotiating a brand conversion from Sheraton to Delta by Marriott. The amendment to our current franchise agreement was recently approved by the Municipal Authority.

Staff has reviewed qualifications, conducted interviews and reviewed proposals and is recommending entering into a contract for design and interior architectural services with Flick Mars from Dallas, Texas.

Flick Mars has a great deal of experience providing design services for hotel new builds and conversions. In addition, Flick Mars has experience converting hotels to the new Delta by Marriott brand. Flick Mars is on the Marriott "preferred list" of design companies in our region.

Staff has compared this amount to previous projects and has determined the price to be very competitive.

Funds are a part of the construction budget and will be made available through a revenue bond.

Staff recommends approval.

Tim L. Lyon

Tim Lyon, City Manager

Enc. Design Service's Contract



www.midwestcityok.org

Assistant City Manager
Vaughn Sullivan

vsullivan@midwestcityok.org

100 N. Midwest Blvd.

Midwest City, Oklahoma 73110

O: 405-739-1207 /Fax: 405-739-1208

Memorandum

TO: Honorable Chairman and Trustees Midwest City Municipal Authority

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: September 10, 2019

SUBJECT: Discussion and consideration of accepting the Midwest City Soccer Club 2018-19 financial statement.

The Facility Lease Agreement with the Midwest City Soccer Club requires that they submit an annual financial statement.

The 2018-19 Midwest City Soccer Club financial statement is attached for your review. Christy Barron, Finance Director, has reviewed and approves of the submission.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Assistant City Manager

Attachment: Soccer Financial Report

Financial Position

(Must cover 12 month period)

An Excel spreadsheet may be used with this information included

Organization Name: Midwest City Soccer Club

Assets:

Cash Balance 89,378.50

List all bank account balances for last day of reporting period.

Machinery & Equipment 26,035.00

For each item, list serial number, description, & purchase price.
List everything having a useful life of more than one year & over \$250 purchase price.

Total Assets: 115,413.50 (A)

Liabilities:

Loan Balances 0.00

List balance on last day of reporting period.

Credit Card Balances 0.00

List balance on last day of reporting period.

Accounts Payable 0.00

List balance for all accounts outstanding for more than 90 days (overdue) on last day of reporting period.

Total Liabilities: 0.00 (B)

Total Equity: (A-B) 115,413.50

FINANCIAL REPORT

(Must cover 12 month period)

An Excel spreadsheet may be used with this information included

Organization Name: Midwest City Soccer Club

A. BEGINNING Balance as of	<u>July 1, 2018</u> Date	\$ 41,495.97 (A) Amount (must match beginning balance on first bank statement of reporting period)
B. Revenues:		
Fundraisers		\$ _____
Donations		\$ _____
League Fees		\$ 264,811.59 _____
Tournament Fees		\$ _____
Gate Fees		\$ _____
Sponsors		\$ _____
Concessions		\$ 16,125.00 _____
Other <u>Misc</u> _____ List		\$ 271.73 _____
Total Revenue:		\$ 281,208.32 (B) _____
C. Total AVAILABLE (A+B)		\$ 322,704.29 (C) _____
D. Expenses		
Coaches		\$ 84,713.24 _____
Referees		\$ 45,455.00 _____
Tournament Expenses		\$ 2,489.73 _____
Supplies		\$ 381.50 _____
Utilities		\$ 11,702.18 _____
Bank Fees		\$ 6502.89 _____
Concession (Cost of Goods Sold)		\$ 4,360.85 _____

Concession Equipment		\$ 0.00	
		<hr/>	
Program Equipment		\$ 0.00	
		<hr/>	
Dues & Subscriptions		\$ 855.00	
		<hr/>	
Other <u>Miscellaneous</u>		\$ 76,865.40	
		<hr/>	
	List		
Total Expenses:		\$ 233,325.79	(D)
		<hr/>	
REVENUE OVER/UNDER EXPENSES (B MINUS D)		\$ 47,882.53	
		<hr/>	
ENDING Balance as of (C Minus D)	June 30, 2019	\$ 89,378.50	
	<hr/>		
	Date		Amount (must match ending balance on last bank statement of reporting period)

Information that must be attached to Financial Report:

1. Copies of bank statements.
2. Copies of general ledger (must be legible or will be returned).
3. List of organization's officers.

Items that must be available upon request:

1. Receipts/Invoices with check number or date of purchase (for electronic purchases) written in.
2. Copies of all organization IRS forms submitted.



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours at bit.ly/youtubemwc.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.



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



The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

September 10, 2019 - 6:02 PM

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so that the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
- 1.** Discussion and consideration of approving the minutes of the meeting on August 13, 2019, as submitted. (Secretary - S. Hancock)
 - 2.** Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Hospital Authority Fund, revenue/Transfers In (90) \$74,676; expenses /Transfers Out (90) \$74,676; expenses/Hospital Authority (90) \$18,669. (Finance - C. Barron)
 - 3.** Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending June 30, 2019 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - C. Barron)
- C. **NEW BUSINESS/PUBLIC DISCUSSION.** The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. **ADJOURNMENT.**



CONSENT AGENDA



A notice for the regular Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Minutes

August 13, 2019 – 6:02 pm

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:11 PM with the following members present: Trustees: Susan Eads*, Pat Byrne, Sean Reed, and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Española Bowen and Christine Allen.

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, as submitted, seconded by Moore. Voting aye: Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen, Allen, Eads. Motion carried.

1. Discussion and consideration of approving the minutes of the meeting on July 23, 2019, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$3,500.

DISCUSSION ITEMS.

- 1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. Council and staff discussion. No action taken.**

*Eads joined meeting at 7:14 PM.

- 2. Discussion and consideration of awarding a contract for design and interior architectural services to Flick Mars for the property improvement plan and brand conversion of the Midwest City Sheraton Hotel in the amount of \$230,000 plus other overhead costs outlined in the contract. Tim Lyon addressed the Council. After discussion among council members, Reed made a motion to approve the contract, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.**

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 7:15 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Christy Barron, Treasurer/Finance Director

DATE: September 10, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Hospital Authority Fund, revenue/Transfers In (90) \$74,676; expenses/Transfers Out (90) \$74,676; expenses/Hospital Authority (90) \$18,669.

The supplement is needed to increase budget for intra-fund transfers in Hospital Authority Fund to actual amounts of transfers and increase grant expenditure budget by corresponding amount of increase to transfer into Grants Division (9080).

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS

September 10, 2019

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Transfers In	74,676			
90	Transfers Out			74,676	
90	Hospital Authority			18,669	
		74,676	0	93,345	0

Explanation:
 To increase budget for transfers from 9010 division to 9050 (\$56,007) and 9080 (\$18,669) divisions to match actual amounts of transfers and to increase grant expenditure budget by corresponding amount of increase to 9080 transfer in.



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Christy Barron, City Treasurer/Finance Director

Date: September 10, 2019

Subject: Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending June 30, 2019 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, may be present at the meeting to present the Performance Review. Any need to reallocate assets, change fund managers or make changes to the Investment Policy Guidelines and Objectives will be addressed at the meeting.

Action is at the discretion of the Authority.

Christy Barron
Finance Director

**MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY
INVESTMENT PERFORMANCE REVIEW
PERIODS ENDING
JUNE 30, 2019**

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
COMPOSITE VS. POLICY PORTFOLIO
PERIODS ENDING 6-30-19**

	QTR		YTD		1 Year		3 Years	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	3.34	46	14.08	49	7.81	32	11.46	29
Policy Portfolio*	3.56	37	14.13	48	8.87	23	10.33	40

	5 Years		10 Years		From 12-31-96		From 9-30-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	7.66	24	10.69	41	7.63	25	7.76	23
Policy Portfolio*	6.91	37	10.31	49	7.15	38	7.35	35

* 75% S&P 500, 10% BARCLAYS CAPITAL AGG, 15% 90-day U.S. T-bill

This report is based on information we believe to be reliable but can in no way guarantee as to its accuracy or completeness. Past performance is no guarantee of future results.

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERCENTILE RANKS
PERIODS ENDING 6-30-19**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		From 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Equity Universe														
Total Equity	4.01	46	18.56	43	9.15	32	15.08	26	10.80	20	14.43	30	7.96	64
Active - Equity	3.59	55	18.62	43	7.26	45	16.62	18	10.85	20	14.14	37	7.38	80
Passive - Equity	4.30	37	18.54	43	10.45	22	14.18	32	10.72	21	14.69	23	8.33	50
S&P 500	4.30	37	18.54	43	10.42	23	14.19	32	10.71	21	14.70	23	8.34	50
Vs. 100% Fixed Income Universe														
Total Fixed Income	3.08	22	6.17	45	7.85	19	2.22	65	2.93	43	3.86	58	5.11	34
Passive - Fixed	3.08	22	6.17	45	7.95	18	2.38	62	3.03	38	4.03	56	5.12	34
BBC Aggregate	3.08	22	6.11	46	7.87	19	2.31	63	2.95	41	3.90	58	5.12	34
BBC G/C	3.53	9	6.90	33	8.52	10	2.41	61	3.11	35	4.09	55	5.19	31
90 Day US T-Bill	0.61	97	1.21	99	2.30	96	1.36	89	0.84	96	0.46	99	2.12	99
Total Cash	0.60	--	1.20	--	2.24	--	*1.83	(6/30/17)						
BlackRock Shrt Tm Inv Fnd	0.68	--	1.35	--	2.54	--	*2.09	(6/30/17)						
Federated MMF	0.57	--	1.13	--	2.11	--	*1.63	(6/30/17)						
90 Day US T-Bill	0.61	--	1.21	--	2.30	--	*1.81	(6/30/17)						
Average U.S. MMF (Morningstar)	0.46	--	0.92	--	1.73	--	*1.42	(6/30/17)						

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERIODS ENDING 6-30-19**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		Fr 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Equity Universe														
Growth Funds														
Harbor Capital Appreciation	3.03	65	21.11	25	8.04	40	20.20	7	13.60	5	*16.66	*4	(12/31/12)	--
T. Rowe Price New America	5.35	20	21.95	20	11.90	16	20.67	6	14.34	3	*16.95	*3	(12/31/12)	--
S&P 500	4.30	37	18.54	43	10.42	23	14.19	32	10.71	21	*14.13	*21	(12/31/12)	--
Vs. 100% Equity Universe														
Vanguard Mid Cap Growth	5.74	15	27.67	6	13.30	11	16.36	19	10.00	29	14.90	21	*9.81	*16 (12/03)
S&P 500	4.30	37	18.54	43	10.42	23	14.19	32	10.71	21	14.70	23	*8.69	*40 (12/03)
PrimeCap Odyssey Agg. Growth	2.33	76	17.02	60	0.21	75	19.03	10	12.71	9	*18.84	*1	(12/31/12)	--
S&P 500	4.30	37	18.54	43	10.42	23	14.19	32	10.71	21	*14.13	*21	(12/31/12)	--
Vs. 100% Equity Universe														
Value Funds														
Dodge & Cox Stock	2.60	72	13.15	88	4.14	60	14.43	30	8.26	48	*15.40	*23	(9/30/11)	--
S&P 500	4.30	37	18.54	43	10.42	23	14.19	32	10.71	21	*15.53	*21	(9/30/11)	--
Vanguard Equity Income	3.43	59	14.92	76	9.73	29	11.05	62	9.01	39	*12.57	*42	(12/31/12)	--
S&P 500	4.30	37	18.54	43	10.42	23	14.19	32	10.71	21	*14.13	*21	(12/31/12)	--

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERIODS ENDING 6-30-19
UNIVERSES BETA ADJUSTED

	QTR		YTD		1 Year		3 Year		5 Year		10 Year		From 12-31-03	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Large Cap Growth Universe (Hi-Beta)														
Harbor Capital Appreciation	3.03	86	21.11	66	8.04	68	20.20	18	13.60	15	*16.66	*15	(12/31/12)	--
Russell 1000 Growth	4.64	54	21.49	60	11.56	29	18.07	38	13.39	19	*16.26	*19	(12/31/12)	--
Average Large Cap Growth	4.89	49	21.09	66	10.70	36	15.61	70	10.60	61	*13.90	*62	(12/31/12)	--
Vs. 100% Large Cap Growth Universe (Mid-Beta)														
T. Rowe Price New America	5.35	90	21.95	33	11.90	28	20.67	9	14.34	6	*16.95	*5	(12/31/12)	--
Russell 1000 Growth	4.64	48	21.49	38	11.56	31	18.07	23	13.39	15	*16.26	*14	(12/31/12)	--
Average Large Cap Growth	4.89	40	21.09	46	10.70	42	15.61	47	10.60	50	*13.90	*53	(12/31/12)	--
Vs. 100% Mid Cap Growth Universe (Mid-Beta)														
Vanguard Mid Cap Growth	5.74	32	27.67	17	13.30	8	16.36	38	10.00	43	14.90	43	*9.81	*39 (12/03)
Russell Mid Growth	5.40	36	26.08	23	13.94	6	16.49	35	11.10	24	16.02	21	*10.32	*26 (12/03)
Average Mid Cap Growth	4.45	54	22.06	49	4.65	49	14.88	51	8.65	57	14.15	58	*9.13	*56 (12/03)
Vs. 100% Mid Cap Growth Universe (Hi-Beta)														
PrimeCap Odyssey Agg. Growth	2.33	84	17.02	89	0.21	73	19.03	30	12.71	13	*18.84	*1	(12/31/12)	--
Russell Mid Growth	5.40	25	26.08	37	13.94	2	16.49	48	11.10	27	*14.78	*28	(12/31/12)	--
Average Mid Cap Growth	4.45	38	22.06	53	4.65	50	14.88	61	8.65	55	*12.48	*63	(12/31/12)	--
Vs. 100% Large Cap Value Universe (Hi-Beta)														
Dodge & Cox Stock	2.60	71	13.15	92	4.14	31	14.43	9	8.26	18	*15.40	*7	(9/30/11)	--
Russell 1000 Value	3.84	37	16.24	59	8.46	4	10.19	64	7.46	35	*13.86	*36	(9/30/11)	--
Average Large Cap Value	3.21	57	15.60	68	4.99	24	10.71	55	6.93	46	*12.99	*59	(9/30/11)	--
Vs. 100% Large Cap Value Universe (Lo-Beta)														
Vanguard Equity Income	3.43	53	14.92	44	9.73	25	11.05	27	9.01	9	*12.57	*10	(12/31/12)	--
Russell 1000 Value	3.84	39	16.24	20	8.46	38	10.19	47	7.46	40	*11.74	*31	(12/31/12)	--
Average Large Cap Value	3.21	59	15.60	30	4.99	75	10.71	34	6.93	51	*11.22	*46	(12/31/12)	--

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIODS ENDING 6-30-19**

MIDWEST CITY COMPOSITE VS. POLICY PORTFOLIO

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	-0.24	0.27	0.19	0.11	0.10
Beta	1.03	1.02	1.04	1.05	1.00
R - squared	1.00	0.99	0.99	0.99	0.98
STD for Composite	15.45	9.35	8.61	10.58	11.72
STD for Policy Portfolio*	15.01	9.09	8.26	10.08	11.59

* 75% S&P 500, 10% BARCLAYS CAPITAL AGG, 15% 90-day U.S. T-bill

MIDWEST CITY COMPOSITE VS. S&P 500

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	-0.86	-0.72	-0.80	-1.04	-0.38
Beta	0.76	0.76	0.79	0.79	0.70
R - squared	1.00	0.98	0.97	0.97	0.96
STD for Composite	15.45	9.35	8.61	10.58	11.72
STD for S&P 500	20.25	12.21	10.74	13.12	16.35

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
ASSET ALLOCATION
PERIOD ENDED 6-30-19**

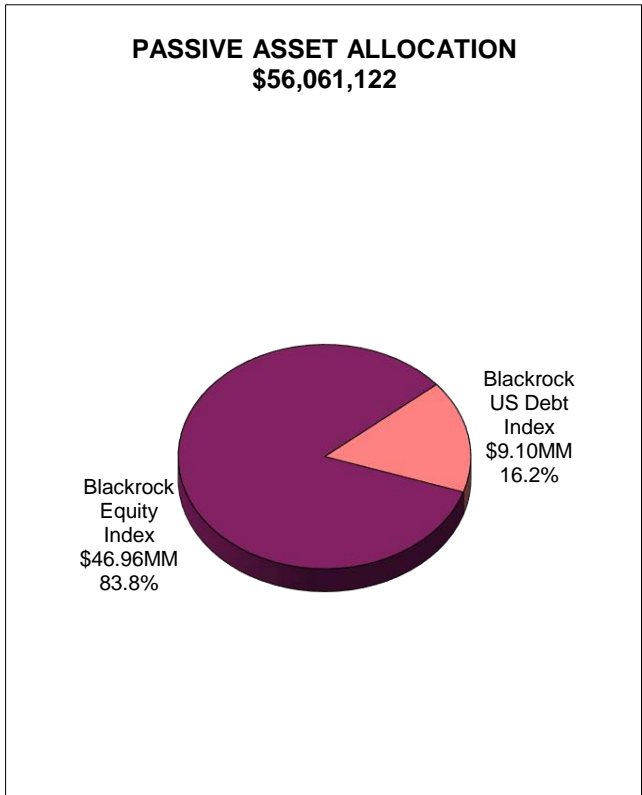
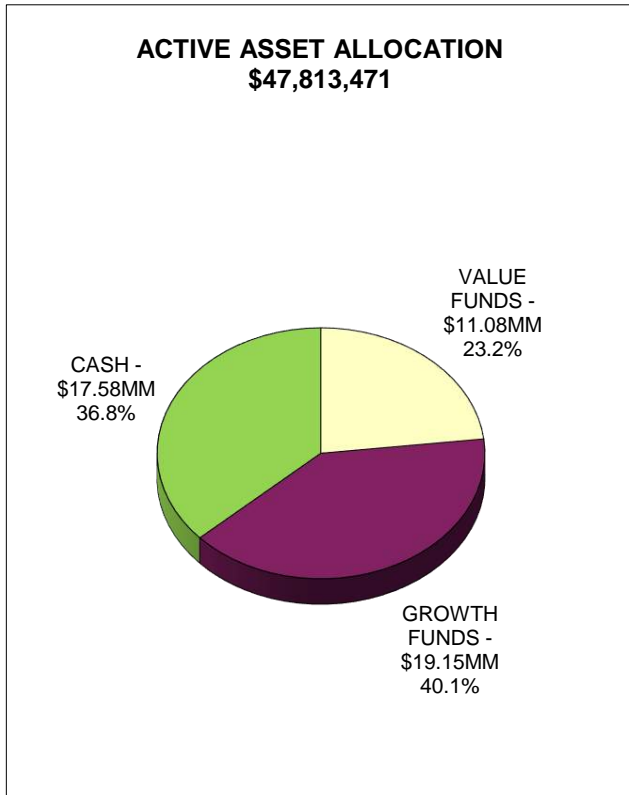
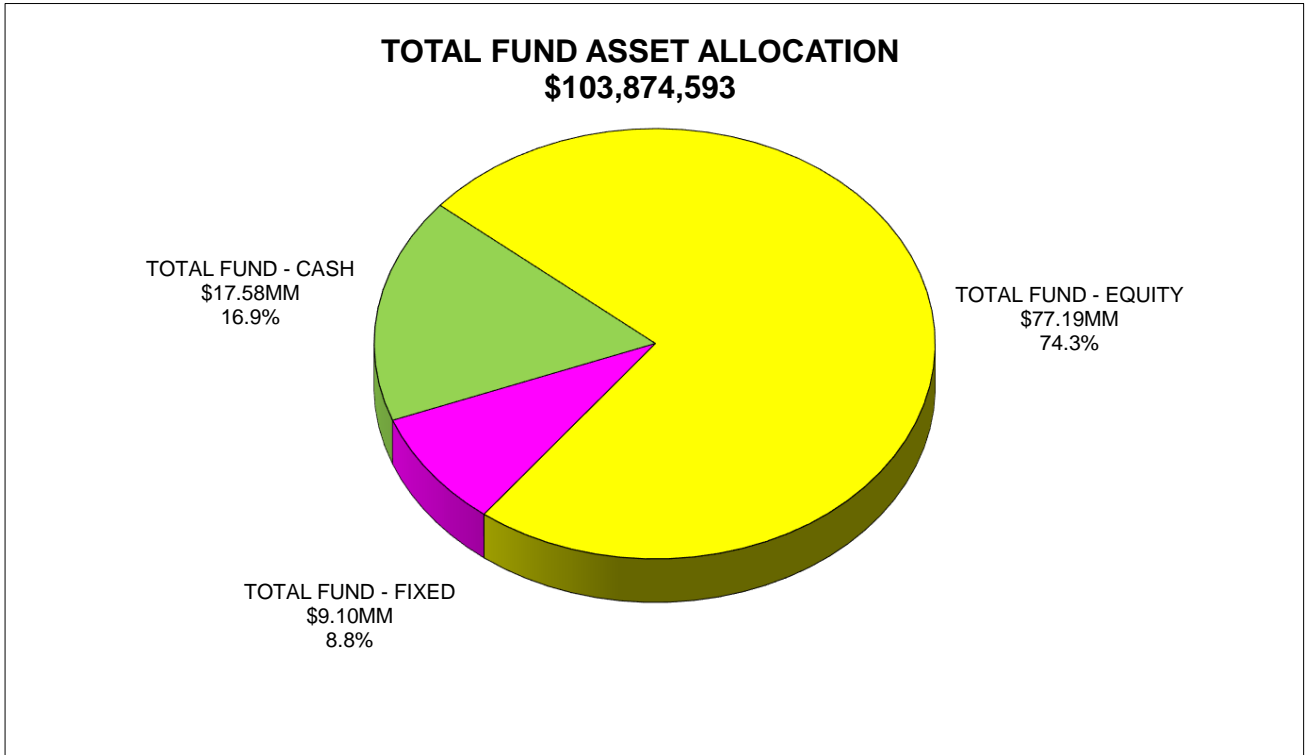
	Domestic Equity	Foreign Equity	US Bond	Cash	Total	Percent of Total	Target	Range
Blackrock Equity Index	46,958,267				46,958,267	45.2%		
Harbor Capital Appreciation	5,021,764				5,021,764	4.8%		
T. Rowe Price New America Gr.	4,418,244				4,418,244	4.3%		
Primecap Odyssey Agg Growth	5,445,684				5,445,684	5.2%		
Vanguard Mid Growth	4,263,650				4,263,650	4.1%		
Dodge & Cox Stock	5,956,636				5,956,636	5.7%		
Vanguard Equity Income	5,125,924				5,125,924	4.9%		
TOTAL US EQUITY	77,190,168				77,190,168	74.3%	70.0%	20.0 - 85.0%
Blackrock US Debt Index			9,102,855		9,102,855	8.8%		
TOTAL US BOND			9,102,855		9,102,855	8.8%	30.0%	2.5 - 80.0%
Black Rock STIF				4,652,830	4,652,830	4.5%		
Federated Cash				12,928,740	12,928,740	12.4%		
TOTAL CASH				17,581,570	17,581,570	16.9%	0.0%	0.0 - 20.0%
TOTAL	77,190,168 74.3%	0 0.0%	9,102,855 8.8%	17,581,570 16.9%	103,874,593 100.0%		100.0%	

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 6-30-19**

ALLOCATION CHANGE			
	March 31, 2019	June 30, 2019	Change
Domestic Equity	74,212,106	77,190,168	2,978,062
Domestic Bond	8,832,318	9,102,855	270,537
Cash	17,486,575	17,581,570	94,996
TOTAL FUND	100,530,999	103,874,593	3,343,594

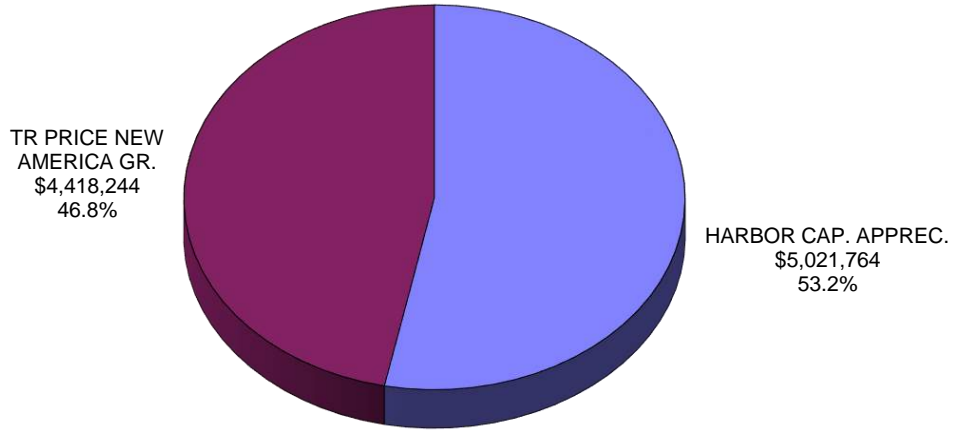
ACTUAL vs. POLICY PORTFOLIO			
	Actual Allocation	Policy Allocation	Allocation Range
Domestic Equity	74.3%	70.0%	20 - 85%
Domestic Bond	8.8%	30.0%	2.5 - 80%
Cash	16.9%	0.0%	0 - 20%

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
ASSET ALLOCATION
PERIOD ENDED 6-30-19**

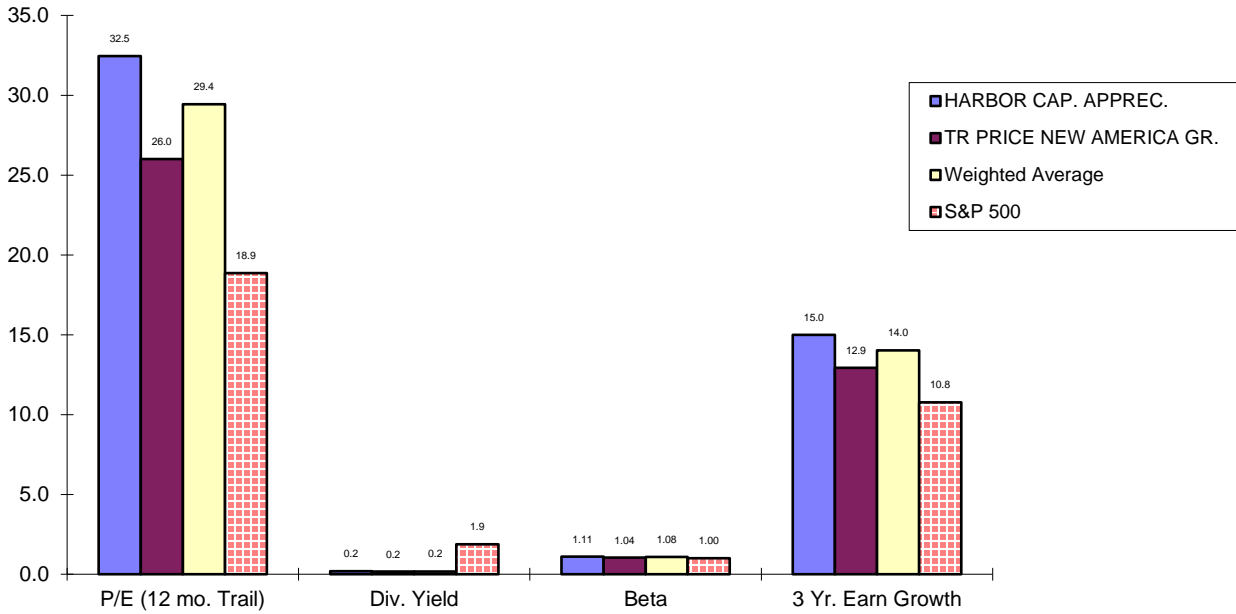


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 6-30-19**

**LARGE GROWTH FUNDS COMPOSITE ASSET ALLOCATION
\$9,440,007**

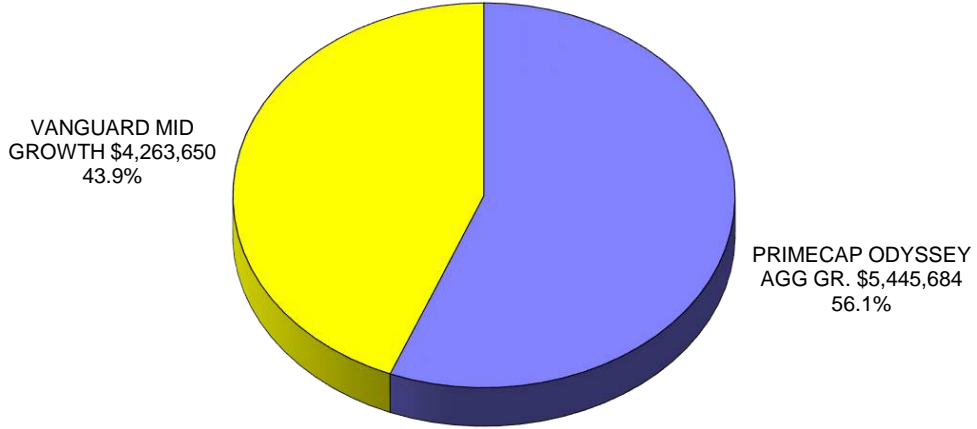


LARGE GROWTH EQUITY CHARACTERISTICS v. S&P 500

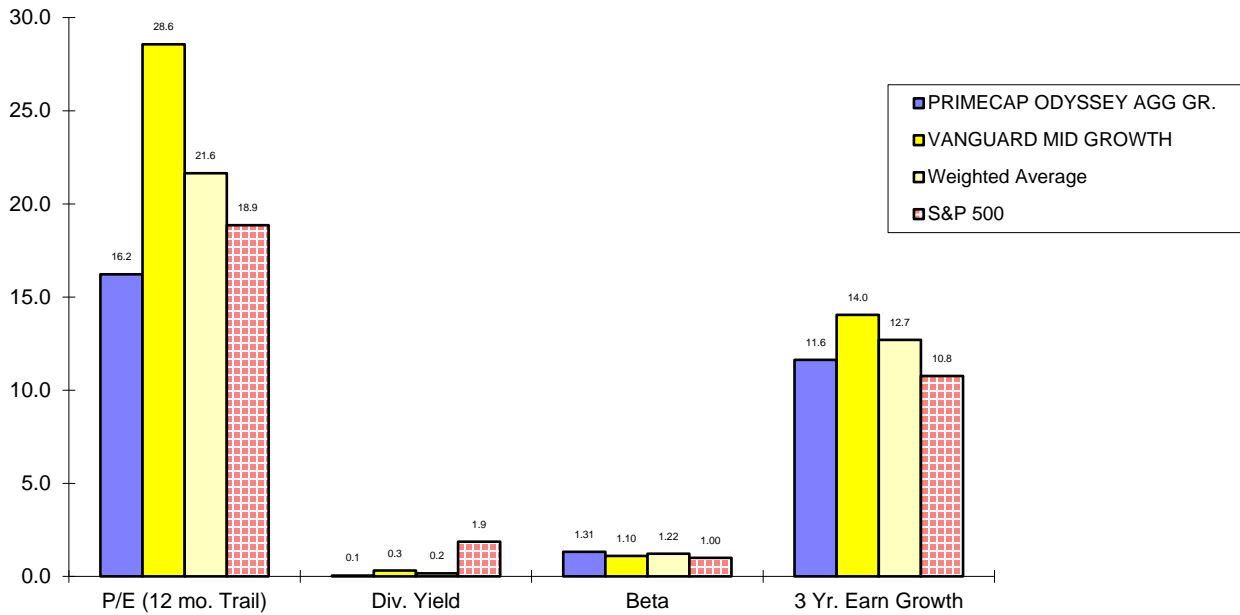


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIODS ENDED 6-30-19**

**MID GROWTH FUNDS COMPOSITE ASSET ALLOCATION
\$9,709,334**

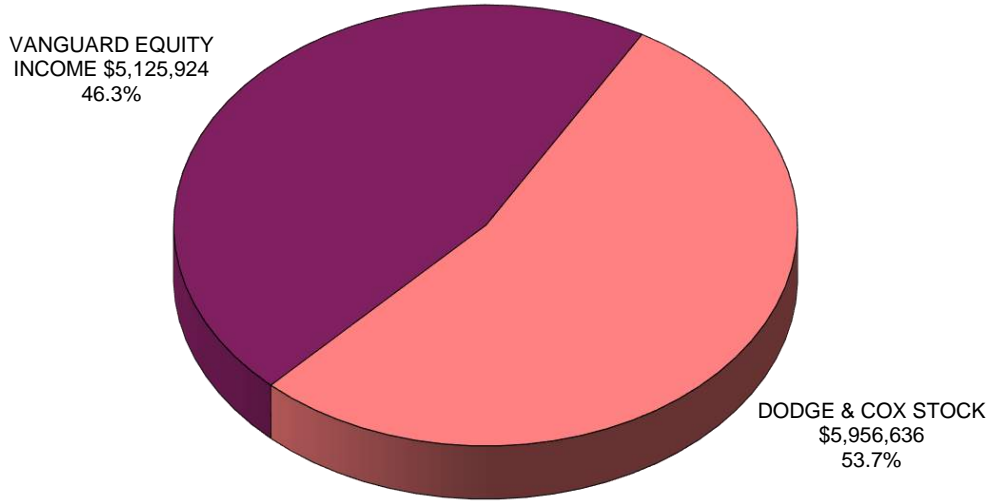


MID GROWTH EQUITY CHARACTERISTICS v. S&P 500

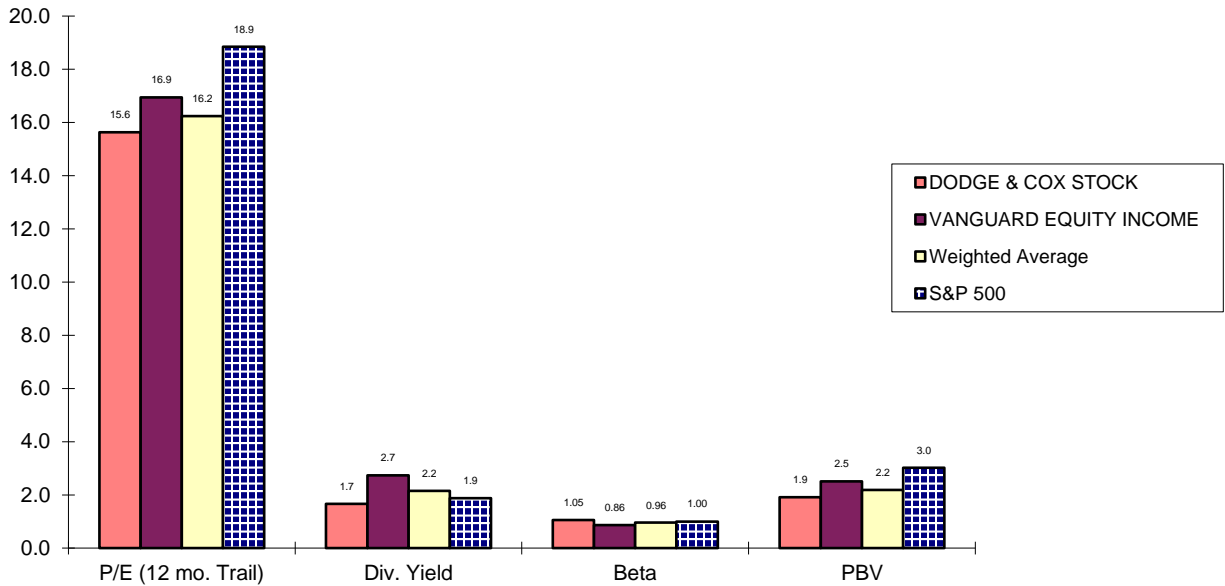


MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 6-30-19

VALUE FUNDS COMPOSITE ASSET ALLOCATION
\$11,082,560



VALUE EQUITY CHARACTERISTICS v. S&P 500



Midwest City Memorial Hospital Authority

Market Value of Fund Plus Real Estate Investments

	Begin MV	Contributions	Gains/(Losses)	PERIOD Distributions For Real Estate Investments	PERIOD Real Estate Sales	Investment End of Period	% ROR	NET Distributions/Sales For Real Estate Investments	Total MV Including Real Estate
1996	0.00	40,000,000	1,894,724			41,894,724	5.00		41,894,724
1997	41,894,724	6,500,000	9,149,906			57,544,631	21.43		57,544,631
1998	57,544,631		10,313,934			67,858,566	17.96		67,858,566
1999	67,858,566		9,842,497	(892,504)		76,808,558	14.66	892,504	77,701,062
2000	76,808,558		1,255,636	(7,530,000)		70,534,196	1.61	8,422,504	78,956,700
2001	70,534,196		(3,474,570)	(17,000,001)	881,724	50,941,348	(4.96)	24,540,781	75,482,129
2002	50,941,348		(6,288,441)	(3,000,000)		41,645,681	(12.42)	27,540,781	69,186,462
2003	41,645,681		8,377,102	(7,000,000)	2,000,000	45,006,531	24.06	32,540,781	77,547,312
2004	45,006,531		5,328,106	(2,000,000)		48,318,461	12.32	34,540,781	82,859,242
2005	48,318,461		3,559,195	(27,212,736)	27,006,977	51,651,524	5.88	34,746,540	86,398,063
2006	51,651,524		7,786,194			59,433,416	15.11	34,746,540	94,179,956
2007	59,433,416		4,280,658	(3,300,000)		60,414,074	7.30	38,046,540	98,460,614
2008	60,414,074		(17,021,674)			43,392,400	(28.12)	38,046,540	81,438,940
2009	43,392,400		8,759,495			52,151,895	21.30	38,046,540	90,198,435
2010	52,151,895		6,528,733	(1,800,000)		56,880,628	9.32	39,846,540	96,727,168
2011	56,880,628		(1,072,322)			55,808,306	(1.79)	39,846,540	95,654,846
2012	55,808,306		7,553,650			63,361,956	13.60	39,846,540	103,208,496
2013	63,361,956		13,845,096			77,207,052	21.94	39,846,540	117,053,592
2014	77,207,052		5,844,036	(5,650,000)		77,401,088	8.46	45,496,540	122,897,628
2015	77,401,088		(143,659)			77,257,429	(0.12)	45,496,540	122,753,969
2016	77,257,429		5,782,378	(5,900,000)		77,139,807	7.84	51,396,540	128,536,347
2017	77,139,807		13,940,808			91,080,615	18.16	51,396,540	142,477,155
2018	91,080,615	2,817,155	(2,862,493)			91,035,277	(2.91)	51,396,540	142,431,817
1q19	91,035,277		9,495,722			100,530,999	10.39	51,396,540	151,927,539
2q19	100,530,999		3,343,594			103,874,593	3.34	51,396,540	155,271,133
TOTAL		49,317,155	106,018,305	(81,285,240)	29,888,701	103,874,593		51,396,540	155,271,133
						9/30/96 INCEPTION ROR:	7.76%		



NEW BUSINESS/
PUBLIC DISCUSSION

