




# MIDWEST CITY


## MEETING AGENDAS FOR


### April 23, 2019


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 The 6:00 PM meetings will be shown live on Channel 20.

 The recorded video will be available on YouTube and the City's website within 48 hours at [www.youtube@midwestcityok.org](http://www.youtube@midwestcityok.org).

 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](mailto: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.

 **NEW NOTICE:** The Council has eliminated the Staff Briefings this year and will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. The Council will informally gather at or after 5:00 PM in the second floor conference room for dinner; however, 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

April 23, 2019 – 6:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Vaughn Sullivan
- Pledge of Allegiance by Midwest City High School ROTC Cadets
- Community-related announcements and comments
- Mayoral Proclamations for Midwest City Elks Lodge's Youth Week and Police Week
- 2019 Earth Day Proclamation presented by Councilmember Susan Eads

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 regular meeting of April 9, 2019, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of March, 2019. (Finance - C. Barron)
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, decrease: Disaster Relief Fund, revenue/Transfers In (88) \$25,950; expenses/Disaster Relief (88) \$55,975. 2018 Election G.O. Bond Fund, expenses/Transfers Out (21) \$25,950. (C. Barron - Finance)
4. Discussion and consideration of accepting the Monthly Neighborhood Services report for March 2019. (Neighborhood Services - M. Stroh)
5. Discussion and consideration of amending the engineering contract funding agreement for Federal-Aid Project Number TAP3-3269(004)AG, State Job Number 32269(05), with the Oklahoma Department of Transportation for the design services involving the City of MidwestCity: Rail with Trail Phase 2 and 3 EC-1819D, for a total cost of \$114,500, with 80% paid by Federal STP funds (\$91,600) and 20% with City funds (\$22,900). (Community Development - P. Menefee)
6. Discussion and consideration of accepting a grant of Permanent Waterline Easement from The Board of Trustees of the Oscar Rose Junior College, across a certain parcel of land located within the corporate boundaries of Midwest City being part of Lots 20 and 21 of Aviation Acres Subdivision, located in the Northwest Quarter (NW/4) of Section Nine (9) Township Eleven (11) North Range Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma. (Community Development - P. Menefee)

7. Discussion and consideration of accepting maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$2476.25 for the sewer line improvements located at 10225 Reno Ave. (Community Development - P. Menefee)
8. Discussion and consideration of approving the potential expansion of the school resource officer program to Carl Albert High School and establishing the Mid-Del School System's participation in the FY 19/20 SRO program at \$70,000 for Midwest City High School and \$75,000 at Carl Albert High School. (Police - B. Clables)
9. Discussion and consideration of declaring miscellaneous office equipment and supplies, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)

D. DISCUSSION ITEMS.

1. (PC-1986) Public hearing with discussion and consideration of a request to rename Center Drive to Warren Drive. (Community Development - B. Harless)
2. (PC – 1988) Discussion and consideration of approval of the Replat of Lot 15, Block 21 of the Speckman Heights Addition, described as a part of the NW/4 of Section 10, T11N, R2W and addressed as 101 E. Kittyhawk Dr. (Community Development - B. Harless)
3. (PC-1989) Discussion and consideration of approval of the Final Plat of Johnson Homestead, described as a part of the NW/4 of Section 7, T11N, R1W, located at 10433 SE 21st Street. (Community Development - B. Harless)
4. (PC-1991) Discussion and consideration of approval of the Replat of Lot 6, Block 5 of the Pine Addition, described as a part of the NE/4 of Section 10, T11N, R2W and addressed as 220 E. Kittyhawk Dr. (Community Development - B. Harless)
5. (PC – 1990) Discussion and consideration of approval of the proposed preliminary plat of Cassidy Cove Section III, described as a part of the NW/4 of Section 1, T11N, R2W, located at 500 and 600 Davidson Road. (Community Development - B. Harless)
6. Discussion and consideration of entering into and approving an Agreement for Professional Architectural Services with Selser Schaefer Architects from Tulsa, OK in the amount of \$178,695.00 to design the new single story Midwest City Animal Services Center of approximately 9,500 square feet with associated parking on the city property located at 2901 Woodside Drive. This is a General Obligation Bond project. (Police - B. Clables)
7. Discussion and consideration of approving and entering into a contract with ADG P.C. for program and project management services associated with the Moving Midwest City Forward 2018 Bond projects, in the amount of \$472,364.00. (Public Works - V. Sullivan)

8. Discussion and consideration of approving and entering into a contract with Smith, Roberts, Baldischwiler, L.L.C. (S.R.B.) for construction administration and inspection services associated with the Moving Midwest City Forward 2018 Bond Proposition I, Street Rehabilitation, in the amount of \$205,200.00. (Public Works - V. Sullivan)
  9. Discussion and consideration of approving an ordinance adding Chapter 36.5, Small Wireless Facilities to the Midwest City Municipal Code; adding the following sections in the new chapter: Section 36.5-1, Statement of Purpose; Section 36.5-2, Definitions; Section 36.5-3, Small Wireless Facility Permitting Regulations; Section 36.5-4, Requirements and Conditions; Section 36.5-5, Abandonment; Section 36.5-6, Indemnification; Section 36.5-7, Insurance and Bonds; and Providing for Repealer and Severability; and Declaring and Emergency. (Community Development - B. Harless)
  10. Discussion and consideration of appointing a replacement for Travis Jernigan to the Plumbing, Gas, and Mechanical Board. (Continued from April 9, 2019 Council meeting) (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 April 2, 2019 Planning Commission meeting. (Community Development - B. Harless)
- G. ADJOURNMENT.





CONSENT AGENDA



A 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](http://www.midwestcityok.org)).

## **Midwest City Council Minutes**

April 9, 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 6:00 PM with the following members present: Councilmembers Pat Byrne, Española Bowen, Sean Reed, Christine Allen\*, City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: Susan Eads and Jeff Moore.

\*Councilmember Allen arrived at 6:03pm.

**Opening Business.** Public Works Director Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Carl Albert JR ROTC Cadet Male. Staff made community related announcements. Mayoral presented proclamations for Sgt. Larry Shones Day, Fair Housing Month and 2019 National 9-1-1. Mr. Brian Dougherty with OKC Community Foundation, Parks and Public Spaces Initiative presented a grant award.

**Consent Agenda.** Allen made a motion to approve the consent agenda, except for item 10, as submitted, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.

1. Discussion and consideration of approving the minutes of the regular meeting of March 26, 2019, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Emergency Operations Fund, revenue/Transfers In (00) \$409. Capital Improvements Fund, expenses/Capital Improvements (57) \$4,000.
3. Discussion and consideration of authorization to issue a promissory note for a line of credit loan of up to \$200,000 from City of Midwest City Fund 45 – Welcome Center and Fund 123 – Parks and Recreation (split equally) to the Municipal Authority Fund 197 – John Conrad Golf for a term of no longer than five years at an interest rate of 2.29% to provide funding for continuing operations. Principle and interest will be due at maturity of loan.
4. Discussion and consideration of entering into a Stop Loss Policy with Health Care Service Corporation to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2019/2020 at the rate of \$2.15 per employee per month for an aggregate attachment point of \$6,774,722 and \$77.75 per employee per month for a specific attachment point of \$150,000 per covered person.
5. Discussion and consideration of accepting maintenance bonds from Tri-Sec Plumbing, LLC in the amount of \$500.00 for the water line improvements located at 537 Eddie Dr.

6. Discussion and consideration of accepting a Temporary Easement for the accessing of property adjacent to the Orchard Addition and the surrounding areas located at 9020 S.E. 25th Street. The easement is located within the corporate limits of the City of Midwest City, located in the Southeast Quarter of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (This item is a continuation of the work approved at the March 12th, 2019 Capital Improvements Program Committee meeting.)
7. Discussion and consideration of awarding the bid to and entering into a contract with Parathon Construction in the amount of \$154,317.25 for the Woodman Drive Cul De Sac construction project from Phase IV of the North Oaks revitalization program.
8. Discussion and consideration of amending the project agreement for Federal-aid Project Number STPG-255F(482)AG, State Job Number 33739(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$439,810.00 to construct the Midwest City Signals to be installed at the following two intersections: Douglas Boulevard and Orchard Boulevard and Air Depot at the Rail with Trail crossing.
9. Discussion and consideration of 1) acceptance of a 2019 Oklahoma City Community Foundation (OCCF) grant in the amount of \$7,600 for trees and amenities along the Midwest City Spirit Trails; 2) approving and entering into an agreement with the OCCF which establishes the terms and conditions of the grant; and 3) authorizing the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant.
10. **Discussion and consideration of 1) approving a change order in the amount of \$22,770.00 with SafetyCom, Inc. for additional equipment to encrypt the outdoor warning sirens, and 2) purchasing the necessary encrypted radio equipment from Total Radio in the amount of \$29,973.24 per the Oklahoma State Wide Contract #SW1053M, Public Safety Communication Equipment - Motorola Solutions.** No Action Taken.
11. (TS-436) Discussion and consideration of a request for adding STOP or YIELD controls at the intersection of S.E. 18th Street and Choctaw Wood Drive.
12. Discussion and consideration of approving the Mayor's appointment of Farley Ward as a Municipal Judge and Alternate Judge.
13. Discussion and consideration of declaring one (1) Sharp MX-350IN copier and (4) Lights, as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.

### **Discussion Items.**

1. **Discussion and consideration of appointing a replacement for Travis Jernigan to the Plumbing, Gas, and Mechanical Board. (Continued from March 26, 2019 Council meeting).**  
No action taken.
2. **Discussion and consideration of appointing replacements for Kenny Stephenson and Gary Bachman to the Traffic and Safety Commission. (Continued from March 26, 2019 meeting.)**  
Mayor suggested Sarah Lingenfelter and Jamie Smith be considered. Reed made a motion to approve the replacements, as submitted, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.

3. **Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 8, Animals and Fowl: Article II, Impoundment, title; Section 8-21, Stock Pound Master in Charge of Impounding Animals; Section 8-22, Disposition of Impounded Animals; Section 8-24, Redemption of Impounded Animals; Section 8-26, Fees and Charges; Section 8-42, Area, Enclosure, Location for Large Animals, Except Swine; Section 8-45, Sanitation Standards Generally; Section 8-72, Medical Laboratories, Educational Institutions, Veterinary Hospitals Exempted from Distance Requirements; Section 8-94, Reclaiming Dogs; and Section 8-118, Reclaiming Cats; and Deleting: Section 8-23, Notice of Sale of Impounded Animals; Section 8-25, Monthly Report by Stock Pound Master; Section 8-66, Required, Application Generally; Section 8-67, Contents of Permit Application; Section 8-68, Permit Application to Show Compliance; Section 8-69, Health Approval Prerequisite; Section 8-71, Permits to Keep Pigeons; Section 8-73, Preexisting Nonconforming Commercial Establishments; and Providing for Repealer and Severability.** Bowen made a motion to approve Ordinance 3367, as submitted, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.
4. **Discussion and consideration of the potential expansion of the school resource officer program to Carl Albert High School and related funding decisions pertaining to the program.** No action taken.
5. **Consider and adopt a Resolution authorizing the sale of \$17,250,000 General Obligation Bonds of the City of Midwest City, Oklahoma, fixing the amount of bonds to mature each year, fixing the time and place the bonds are to be sold and authorizing the Clerk to give notice of said sale as required by law and declaring an Emergency.** Reed made a motion to approve Resolution 2019-09, seconded by Byrne. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.  
  
Reed made a motion to declare an emergency, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.
6. **Discussion and Consideration of an Ordinance granting to One Gas, Inc., acting by and through its Oklahoma Natural Gas Company Division, for a period of twenty-five (25) years from the approval and acceptance of this ordinance, a non-exclusive franchise for the purposes of transporting, distributing and selling gas; fixing compensation; providing for submission of ordinance to an election of the qualified voters of the City of Midwest City; providing for acceptance by Grantee; and repealing conflicting Ordinances.** Reed made a motion to approve Ordinance 3368, seconded by Bowen. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.
7. **Discussion and consideration approving a Resolution of the City of Midwest City, Oklahoma, authorizing the calling and holding of a special election in the City of Midwest City, County of Oklahoma, State of Oklahoma, on Tuesday, the 11th day of June 2019, for the purpose of submitting to the qualified electors of the City of Midwest City, Oklahoma, the question for their approval or rejection of approving Ordinance No. 3368 relating to the Oklahoma Natural Gas Company Franchise Agreement.** Reed made a motion to approve Resolution 2019-10, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.

#### **New Business/Public Discussion.**

Cari Lagrini of 1313 N Douglas addressed the Council regarding code violations.



**Executive Session.**

- 1. Discussion and consideration of 1) entering into executive session as allowed under Title 25 SS 307(B)(1) to discuss the employment, hiring, appointment or promotion for the new City Manager Position and 2) taking action as discussed in executive session.**

At 6:28 PM, Reed made a motion to enter into executive session, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.

At 6:38 PM, Byrne made a motion to return to open session, seconded by Allen. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.

Byrne made a motion to hold a Special Council Meeting on April 16, 2019 at 6:00 PM and to interview City Manager applicants in executive session, seconded by Reed. Voting aye: Byrne, Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.

**Adjournment.**

There being no further business, Mayor Dukes adjourned the meeting at 6:39 PM.

ATTEST:

\_\_\_\_\_  
MATT D. DUKES II, Mayor

\_\_\_\_\_  
SARA HANCOCK, 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: April 23, 2019

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

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

March had three pay periods causing a decline in the following funds. The Fire department also had retroactive payroll payments related to their union contract on the March 1<sup>st</sup> payroll:

General (10)	<\$240,392>
Police (20)	<\$265,446>
Fire (40)	<\$470,032>

**Hotel/Conference Center (195)** had an operational gain of \$116,968 in March.

**Capital Improvement Revenue Bond (250)** decreased due to the payments for:

2011 semi-annual debt service interest (Hotel/Conf Center)	<\$388,450>
2011A semi-annual debt service interest (Sewer)	<\$599,506>

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

Compounded Principal (9010) – unrealized gain on investment	\$724,834
– int. & realized gain on investment	\$226,357
Discretionary (9050) – unrealized gain on investment	\$148,996
– int. & realized gain on investment	\$46,530
– grants transfer	<\$437,040>

This item is at Council's discretion.

*Christy Barron*

Finance Director

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

Fund Number	Fund Description	Assets	Liabilities	6-30-18 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	2,911,110	-	2,364,357	1,888,674	(1,341,920)	546,754	2,911,110
10	GENERAL	5,649,553	(146,442)	4,922,938	28,238,979	(27,658,807)	580,172	5,503,110
11	CAPITAL OUTLAY RESERVE	936,021	-	924,939	16,036	(4,955)	11,081	936,021
13	STREET AND ALLEY FUND	1,211,942	-	1,237,093	418,119	(443,270)	(25,151)	1,211,942
14	TECHNOLOGY FUND	166,378	-	263,115	299,835	(396,572)	(96,737)	166,378
15	STREET LIGHT FEE	1,520,046	-	1,103,255	453,700	(36,909)	416,791	1,520,046
16	REIMBURSED PROJECTS	808,350	(184,126)	580,104	324,759	(280,640)	44,119	624,224
17	29TH & DOUGLAS PROPERTY	5,500,251	-	5,500,144	107	-	107	5,500,251
20	MWC POLICE DEPARTMENT	3,198,199	(7,270)	2,477,841	11,707,293	(10,994,204)	713,089	3,190,929
21	POLICE CAPITALIZATION	766,507	-	411,574	776,394	(421,461)	354,933	766,507
25	JUVENILE FUND	39,266	-	55,803	47,739	(64,277)	(16,538)	39,266
30	POLICE STATE SEIZURES	73,492	-	65,811	8,900	(1,218)	7,681	73,492
31	SPECIAL POLICE PROJECTS	79,548	-	78,654	8,005	(7,112)	894	79,548
33	POLICE FEDERAL PROJECTS	64,618	-	66,543	657	(2,582)	(1,925)	64,618
34	POLICE LAB FEE FUND	21,095	-	16,064	11,783	(6,752)	5,031	21,095
35	EMPLOYEE ACTIVITY FUND	20,127	-	20,717	9,503	(10,093)	(590)	20,127
36	JAIL	134,903	-	120,161	81,808	(67,065)	14,743	134,903
37	POLICE IMPOUND FEE	182,194	-	208,443	50,458	(76,707)	(26,248)	182,194
40	MWC FIRE DEPARTMENT	2,443,508	(4)	1,530,845	9,101,561	(8,188,902)	912,659	2,443,504
41	FIRE CAPITALIZATION	792,295	-	615,372	449,489	(272,566)	176,924	792,295
45	MWC WELCOME CENTER	345,614	(194)	345,044	150,503	(150,128)	375	345,420
46	CONV / VISITORS BUREAU	171,917	-	170,847	240,655	(239,585)	1,070	171,917
50	DRAINAGE TAX FUND	9,107	-	14,670	745	(6,307)	(5,562)	9,107
60	CAPITAL DRAINAGE IMP	545,338	-	484,549	349,934	(289,145)	60,789	545,338
61	STORM WATER QUALITY	1,120,495	-	1,022,326	580,147	(481,977)	98,169	1,120,495
65	STREET TAX FUND	1,469,425	-	1,294,577	357,286	(182,438)	174,848	1,469,425
70	EMERGENCY OPER FUND	700,340	-	666,108	414,054	(379,822)	34,232	700,340
75	PUBLIC WORKS ADMIN	374,389	-	323,195	755,177	(703,983)	51,194	374,389
80	INTERSERVICE FUND	364,002	-	324,335	1,771,856	(1,732,189)	39,667	364,002
81	SURPLUS PROPERTY	397,946	(315,207)	75,599	39,894	(32,755)	7,139	82,739
115	ACTIVITY FUND	340,351	(580)	361,252	118,057	(139,537)	(21,481)	339,771
123	PARK & RECREATION	689,044	(150)	560,631	478,375	(350,113)	128,262	688,894
141	COMM. DEV. BLOCK GRANT	6,039	(10)	6,029	411,593	(411,593)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	160,333	-	154,840	151,926	(146,434)	5,493	160,333
143	GRANT FUNDS	107,671	(47,671)	60,000	88,764	(88,764)	-	60,000

City of Midwest City  
Financial Summary by Fund  
for Period Ending March, 2019

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-18 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,273,587	(24,185)	2,533,542	814,534	(1,098,674)	(284,140)	2,249,402
172	CAP. WATER IMP-WALKER	1,035,984	(3,578)	775,403	356,099	(99,095)	257,004	1,032,406
178	CONST LOAN PAYMENT REV	3,110,997	-	2,640,106	540,994	(70,103)	470,891	3,110,997
184	SEWER BACKUP FUND	81,975	-	80,576	1,399	-	1,399	81,975
186	SEWER CONSTRUCTION	3,869,976	(175,000)	3,396,171	1,132,487	(833,682)	298,805	3,694,976
187	UTILITY SERVICES	481,054	(924)	430,911	863,451	(814,232)	49,219	480,130
188	CAP. SEWER IMP.-STROTH	533,740	(1,945)	387,633	314,282	(170,120)	144,162	531,795
189	UTILITIES CAPITAL OUTLAY	2,927,263	(73,742)	2,212,408	767,082	(125,969)	641,113	2,853,521
190	MWC SANITATION DEPARTMENT	2,143,762	-	2,532,079	4,579,468	(4,967,785)	(388,317)	2,143,762
191	MWC WATER DEPARTMENT	2,364,708	-	1,964,796	4,686,689	(4,286,776)	399,913	2,364,708
192	MWC SEWER DEPARTMENT	1,046,983	(28)	1,059,189	4,102,318	(4,114,552)	(12,234)	1,046,955
193	MWC UTILITIES AUTHORITY	932,325	-	916,418	15,908	-	15,908	932,325
194	DOWNTOWN REDEVELOPMENT	2,483,549	(5,045)	2,937,767	81,608	(540,871)	(459,263)	2,478,504
195	HOTEL/CONFERENCE CENTER	776,577	(628,111)	130,617	3,652,633	(3,634,783)	17,850	148,467
196	HOTEL 4% FF&E	810,278	-	820,955	146,105	(156,782)	(10,677)	810,278
197	JOHN CONRAD REGIONAL GOLF	(8,302)	(3,903)	121,184	584,889	(718,278)	(133,389)	(12,205)
201	URBAN RENEWAL AUTHORITY	49,597	-	57,066	916	(8,385)	(7,469)	49,597
202	RISK MANAGEMENT	1,390,959	(37)	1,718,668	676,089	(1,003,835)	(327,746)	1,390,922
204	WORKERS COMP	2,879,714	-	2,563,722	813,354	(497,362)	315,992	2,879,714
220	ANIMALS BEST FRIEND	79,855	-	73,944	25,054	(19,143)	5,911	79,855
225	HOTEL MOTEL FUND	-	-	-	424,048	(424,048)	-	-
230	CUSTOMER DEPOSITS	1,483,090	(1,483,090)	-	25,243	(25,243)	-	-
235	MUNICIPAL COURT	59,890	(59,890)	-	870	(870)	-	-
240	L & H BENEFITS	2,162,605	(50,227)	2,215,453	6,101,730	(6,204,805)	(103,075)	2,112,378
250	CAPITAL IMP REV BOND	2,321,038	(48,428,123)	(49,026,543)	11,234,746	(8,315,288)	2,919,458	(46,107,085)
269	2002 G.O. STREET BOND	442,178	-	458,027	7,865	(23,714)	(15,849)	442,178
270	2018 ELECTION G.O. BOND	708,293	(705,000)	-	3,293	-	3,293	3,293
310	DISASTER RELIEF	1,222,865	(146,801)	1,181,082	177,046	(282,065)	(105,018)	1,076,064
340	REVENUE BOND SINKING FUND	-	-	-	4,275,224	(4,275,224)	-	-
350	G. O. DEBT SERVICES	399,389	-	124,438	298,189	(23,238)	274,952	399,389
352	SOONER ROSE TIF	7,395,250	-	8,318,025	143,277	(1,066,051)	(922,774)	7,395,250
353	ECONOMIC DEV AUTHORITY	50,912,042	(49,728,028)	349,514	1,047,214	(212,714)	834,499	1,184,014
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	92,650,777	(8,019,002)	82,962,227	3,489,125	(1,819,575)	1,669,550	84,631,777
425-9020	MWC HOSP AUTH-LOAN RESERVE	3,021,762	(521,762)	2,500,000	45,281	(45,281)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,375,856	(18,757)	10,958,390	2,599,143	(3,200,434)	(601,291)	10,357,099
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	6,840,704	(154,711)	5,783,307	2,785,578	(1,882,890)	902,687	6,685,994
	TOTAL	242,581,734	(110,933,541)	121,604,849	116,615,994	(106,572,649)	10,043,345	131,648,195



**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: April 23, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, decrease: Disaster Relief Fund, revenue/Transfers In (88) \$25,950; expenses/Disaster Relief (88) \$55,975. 2018 Election G.O. Bond Fund, expenses/Transfers Out (21) \$25,950.

The decreases are needed to reduce appropriations in Disaster Relief Fund for expenses that will be paid from 2018 Election G.O. Bond Fund and reduce transfer from 2018 Election G.O. Bond Fund to Disaster Relief Fund for reimbursement of G.O. bond project expenses that will be paid by Civil Emergency Management Grant.

*Christy Barron*  
Christy Barron  
Finance Director

**DECREASE**  
**April 23, 2019**

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
88	Transfers In		25,950		
88	Disaster Relief				55,975
		<u>0</u>	<u>25,950</u>	<u>0</u>	<u>55,975</u>

**Explanation:**  
To reduce appropriations for G.O. bond projects in Disaster Relief Fund. Remainder of project expenses will be paid for through 2018 Election G.O. Bond Fund (270) and Grants Fund (143).

Fund 2018 ELECTION G.O. BOND (270)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Transfers Out				25,950
		<u>0</u>	<u>0</u>	<u>0</u>	<u>25,950</u>

**Explanation:**  
To reduce transfer out to Disaster Relief Fund for G.O. bond project reimbursement in the amount to be paid for by grant.



**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: April 23, 2019

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

In March 2019, the Code Enforcement Division had a total of seven officers for the month. City Clerk's, Code Officer was included in these numbers. Together they opened 503 new cases, cleared 402 cases, contracted 13 properties, and wrote 13 new citations. This makes 1,729 cases for the year and we currently have 856 open cases.

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

	March 2018	Total 2018	March 2019	Total 2019
Tall Grass & Weeds	4	15	8	29
Rubbish	58	119	70	227
Trash & Debris	213	448	144	426
Other Nuisance	148	331	110	385
Structures	39	122	88	323
Vehicles	85	172	57	177

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

	March 2018	Total 2018	March 2019	Total 2019
Ward 1	100	275	162	645
Ward 2	53	135	96	224
Ward 3	99	204	112	339
Ward 4	79	160	27	108
Ward 5	173	317	69	277
Ward 6	57	136	37	136

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-three 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, Courtesy Notice, 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 six notice types; Commercial Soft Surface, Handicap Parking Violation, Inoperative Vehicle, Parking in Fire Lane, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

*Mike S. Stroh*

Mike S. Stroh, Neighborhood Services Director





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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CURRENT PLANNING DIVISION  
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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 : April 23rd, 2019

SUBJECT : Discussion and consideration of amending the engineering contract funding agreement for Federal-Aid Project Number TAP3-3269(004)AG, State Job Number 32269(05), with the Oklahoma Department of Transportation for the design services involving the City of Midwest City: Rail with Trail Phase 2 and 3 EC-1819D.

---

The attached agreement expands the design agreement with R.L. Shears Company, P.C. The current agreement with R.L. Shears is for the design of Phase 3 of the Rail with Trail project. ODOT has requested combining Phase 2 and 3 of this project together, accelerating the construction timeline of the trail system. In order to accomplish this, R.L. Shears will take over the design of both phases of the project. The design and construction of the project are funded by 80% federal funds, 20% local match.

Staff recommends approval.

A handwritten signature in black ink, appearing to read 'Patrick Menefee', is written over a horizontal line.

Patrick Menefee, P.E.,  
City Engineer

Attachment

**AMENDED ENGINEERING CONTRACT FUNDING AGREEMENT  
 BETWEEN  
 THE CITY OF MIDWEST CITY  
 AND  
 THE OKLAHOMA DEPARTMENT OF TRANSPORTATION  
 FOR DESIGN SERVICES INVOLVING  
 CITY OF MIDWEST CITY: RAIL WITH TRAIL PHASE 2 AND 3  
 EC – 1819D  
 DESIGN JP# 32269(05) CONSTRUCTION JP# 33269(04)**

This agreement, made the day and year last written below, by and between the City of Midwest City, hereinafter referred to as the CITY, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the DEPARTMENT, is for the following intents and purposes and subject to the following terms and conditions, to wit:

WHEREAS, the OKLAHOMA DEPARTMENT OF TRANSPORTATION, ODOT, has authorized the expenditure of allocated federal STP funds toward the engineering of an eligible improvement for the CITY, specifically described as follows:

**Design Engineering Services**

Project Type	Div	County	JP No	Project No.	Highway	Work Type	Description	Fiscal Year	Federal Amt.	Total Amt.
ENHANCEMENT	04	OKLAHOMA	33269(05)	TAP3 - 3269 (004) AG	ENHAN	PEDESTRIAN IMPROVEMENTS	MIDWEST CITY: RAIL WITH TRAIL PH 2 and 3 (DESIGN FOR 33269(04))	2019	\$91,600	<b>\$114,500</b>

WHEREAS, the CITY requests authorization to contract for the described engineering services with **R.L. SHEARS COMPANY, P.C.** Professional Cooperation and a qualified consultant.

WHEREAS, the DEPARTMENT is of the opinion that the CITY is capable of administering the described engineering contract in a satisfactory manner;

NOW, THEREFORE, it is mutually agreed by the CITY and the DEPARTMENT that:

- 1) The CITY agrees to provide to the DEPARTMENT a fully executed, negotiated engineering contract by and between the CITY and the consulting engineer for the described engineering services. Said agreement shall include and encompass all current applicable Federal Highway Administration Contract Provisions.
- 2) The CITY agrees to comply with the DEPARTMENT’S current Guidelines for the Administration of Consultant Contracts, and hereby certifies that this engineering contract has been executed in full compliance with the aforementioned policy.
- 3) The CITY agrees to administer the execution of the engineering contract, and to submit the necessary certifications and DEPARTMENT claim forms for progress payments as designated

within the specific engineering contract.

- 4) Based on a negotiated cost not to exceed contract amount of **One-Hundred-Fourteen-Thousand-Five-Hundred-Dollars (\$114,500)**, it is agreed the project referenced above will be financed as follows in Paragraphs 5 and 6 below:
- 5) Federal STP funds shall be used to finance 80% of the federally participating engineering costs of **Ninety-One-Thousand-Six-Hundred-Dollars (\$91,600)**.
- 6) City funds provided by the City shall be provided to finance the balance of the eligible participating project engineering costs, estimated at **Twenty-Two-Thousand-Nine-Hundred-Dollars (\$22,900)**, which shall be placed on deposit with the DEPARTMENT upon execution of this agreement.
- 7) The CITY shall be entirely responsible for the administration and completion of all work associated with this contract, through its consultant.
- 8) Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the CITY, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.
- 9) It is further understood and agreed by the CITY that no State funds have been allocated towards this engineering contract.
- 10) The CITY agrees to hold the Federal Government and the DEPARTMENT harmless from, and shall process and defend at its own expense, all claims, demands, or suits, whether at law or equity brought against the CITY, the DEPARTMENT, or Federal Government, arising from the CITY's execution, performance, or failure to perform any of the provisions of this Agreement, or arising by reason of the participation of the DEPARTMENT or Federal Government in the project, PROVIDED, nothing herein shall require the CITY to reimburse the DEPARTMENT or Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the DEPARTMENT.
- 11) When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Governmental Tort Claims Act, 51 O.S. Sec. 151, et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the CITY. No liability shall attach to the DEPARTMENT or Federal Government except as expressly provided herein.
- 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."

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

The CITY on this \_\_\_\_ day of \_\_\_\_\_, 2019 and the DEPARTMENT on the \_\_\_\_ day of \_\_\_\_\_, 2019

**CITY OF MIDWEST CITY**

APPROVED AS TO FORM AND LEGALITY

By \_\_\_\_\_  
CITY ATTORNEY

By \_\_\_\_\_  
MAYOR

By \_\_\_\_\_  
ATTEST: CITY CLERK

(SEAL): Approved - City of MIDWEST

**STATE OF OKLAHOMA**  
**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
BY: LOCAL GOVERNMENT DIVISION

\_\_\_\_\_  
BY: DIRECTOR OF CAPITAL PROGRAMS

APPROVED AS TO FORM AND LEGALITY

APPROVED

\_\_\_\_\_  
BY: GENERAL COUNSEL

\_\_\_\_\_  
BY: DEPUTY DIRECTOR

**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**INVOICE**

**Make check PAYABLE, and MAIL TO:**

**Oklahoma Department of Transportation  
Comptroller Division  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105-3204**

To: City of Midwest City

Department Invoice No 33269(05).01  
April 8, 2019

Project Type	Div	County	JP No	Project No.	Highway	Work Type	Description	Fiscal Year	Federal Amt.	Total Amt.
ENHANCEMENT	04	OKLAHOMA	33269(04)	TAP3 -3269 (004) AG	ENHAN	PEDESTRIAN IMPROVEMENTS	MIDWEST CITY: RAIL WITH TRAIL PHASES 2 & 3 (DESIGN FOR 33269(04))	2019	\$91,600	<b>\$114,500</b>

Design JP# 33269(05)

Construction JP# 33269(04)

Description – Explanation of Charge	Quantity	Price Each	Total
Due Date: <u>Upon Receipt</u>			
Total Estimated Design Services:			\$114,500.00
Less Federal Share			(\$91,600.00)
Less Sponsor Initial Deposit			(\$17,400.00)
Local Share Due			\$5,500.00
<b>Accounting Use Only</b>		<b>Invoice Total</b>	<b>\$5,500.00</b>

Distribution:

City  
Remit with Payment  
Division Project File – **Lisa Lam**  
Comptroller Division



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

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
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:** April 23, 2019

**SUBJECT:** Discussion and consideration of accepting a grant of Permanent Waterline Easement from The Board of Trustees of the Oscar Rose Junior College, across a certain parcel of land located within the corporate boundaries of Midwest City being part of Lots 20 and and 21 of Aviation Acres Subdivision, located in the Northwest Quarter (NW/4) of Section Nine (9) Township Eleven (11) North Range Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma.

-----

The easement is required for fire protection in connection with the Rose State Student Union Expansion Project in the 1900 block of Hudiburg Drive.

Staff recommends approval.

Patrick Menefee, P.E.  
City Engineer

Attachments

**GRANT OF PERMANENT EASEMENT**

**KNOW ALL BY THESE PRESENTS:**

That The Board of Trustees of the Oscar Rose Junior College, grantor 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, (grantee) a permanent public easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

**SEE EXHIBIT A**

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to construct, maintain, and or change the public water line upon the described tract 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.

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, 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 28<sup>th</sup> day of March, 2019

[Signature]  
Trustee of The Board of Trustees of the Oscar Rose Junior College

STATE OF OKLAHOMA     )  
  )ss.  
COUNTY OF OKLAHOMA   )

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 28<sup>th</sup> day of March, 2019 personally appeared \_\_\_\_\_

William H. Croak, as Trustee of The Board of Trustees of the Oscar Rose Junior College 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 and as the free and voluntary act and deed of The Board of Trustees of the Oscar Rose Junior College.

WITNESS, my hand and seal this 28<sup>th</sup> day of March, 2019

My Commission expires: 08/01/22 Michelle A Nutt  
NOTARY PUBLIC



Approved by City Attorney \_\_\_\_\_ Date: \_\_\_\_\_

Approved by City Council \_\_\_\_\_ Date: \_\_\_\_\_

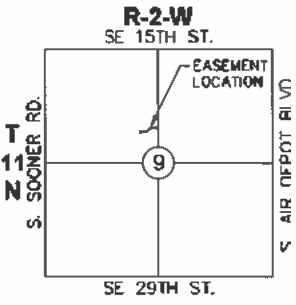
RETURN TO: City Clerk 100 N Midwest Boulevard Midwest City OK 73110

PARCEL 1

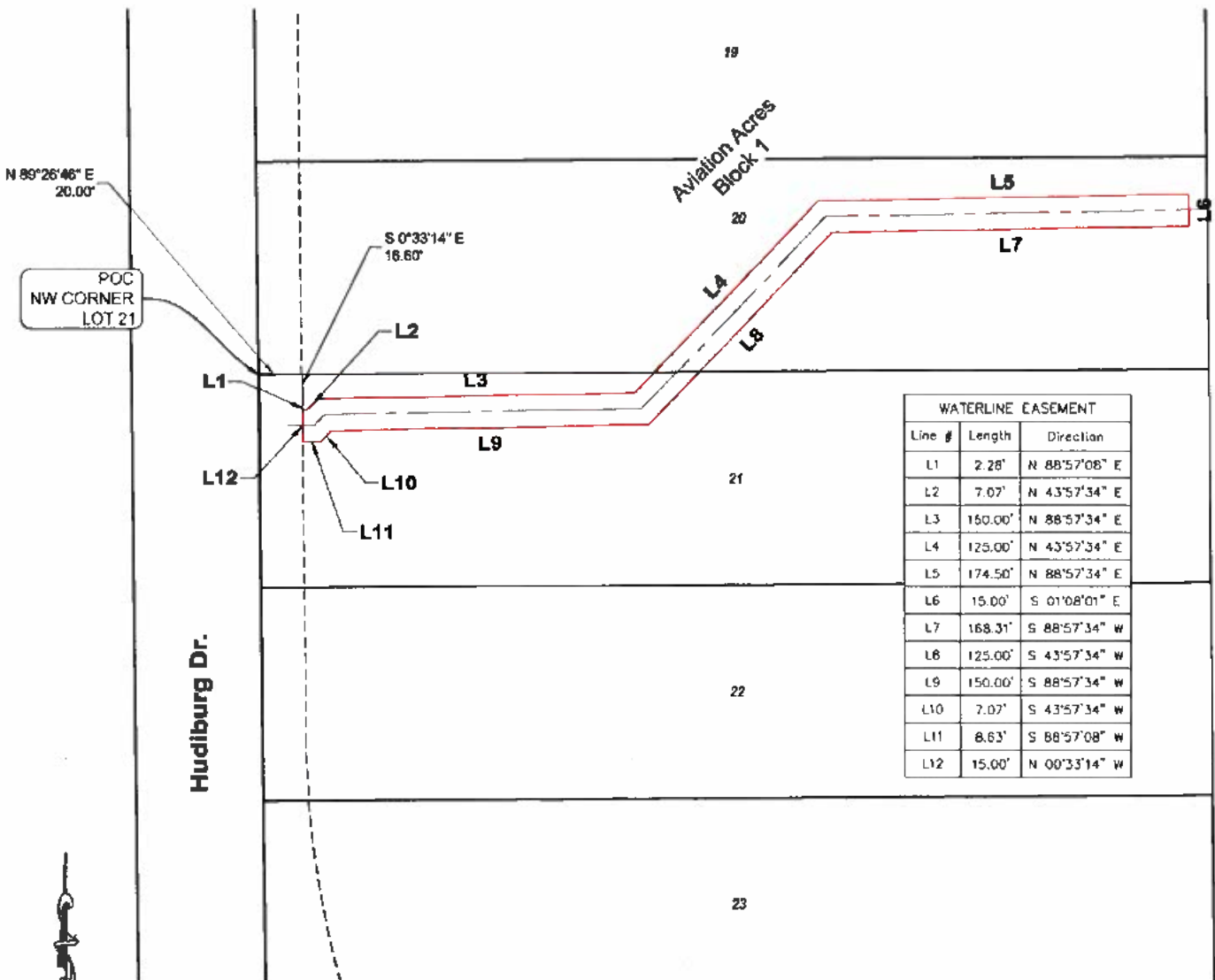
EXHIBIT "A"  
PERMANENT WATERLINE EASEMENT

LEGAL DESCRIPTION

A Tract of land located in the Northwest Quarter of Section Nine, Township Eleven North, Range Two West of the Indian Meridian (NW/4, Sec 9, T11N, R2W, IM), Oklahoma County, Oklahoma being more particularly described as follows:



Commencing at the Northwest corner of Lot 21, Block 1 of Aviation Acres Subdivision of Oklahoma County lying in the NW/4 of Section 9, T11N, R2W, I.M.; thence N 89°26'46" E along the north line of said Lot 21 a distance of 20.00 feet to a point on the east right-of-way line for Hudiburg Drive; thence S 0°33'14" E along the east right-of-way line for Hudiburg Drive a distance of 16.60 feet to the point of beginning; thence N 88°57'08" E a distance of 2.28 feet; thence N 43°57'34" E a distance of 7.07 feet; thence N 88°57'34" E a distance of 150.00 feet; thence N 43°57'34" E a distance of 125.00 feet; thence N 88°57'34" E a distance of 174.50 feet; thence S 01°08'01" E a distance of 15.00 feet; thence S 88°57'34" W a distance of 168.31 feet; thence S 43°57'34" W a distance of 125.00 feet; thence S 88°57'34" W a distance of 150.00 feet; thence S 43°57'34" W a distance of 7.07 feet; thence S 88°57'08" W a distance of 8.63 feet to a point on the east right-of-way line for Hudiburg Drive; thence N 00°33'14" W along the east right-of-way line for Hudiburg Drive a distance of 15.00 feet to the point of beginning, containing 6,883.94 square feet or 0.158 acres as described.



WATERLINE EASEMENT		
Line #	Length	Direction
L1	2.28'	N 88°57'08" E
L2	7.07'	N 43°57'34" E
L3	150.00'	N 88°57'34" E
L4	125.00'	N 43°57'34" E
L5	174.50'	N 88°57'34" E
L6	15.00'	S 01°08'01" E
L7	168.31'	S 88°57'34" W
L8	125.00'	S 43°57'34" W
L9	150.00'	S 88°57'34" W
L10	7.07'	S 43°57'34" W
L11	8.63'	S 88°57'08" W
L12	15.00'	N 00°33'14" W

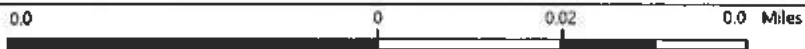




Legend

Notes

Enter Map Description





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  
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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 : April 23rd, 2019

SUBJECT : Discussion and consideration of accepting maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$2,476.25 for the sewer line improvements located at 10225 East Reno Ave.

The one year maintenance bonds from H&H Plumbing and Utilities, Inc. are for the sewer line improvements installed in conjunction with the new subdivision located at 10225 East Reno Avenue.

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: 30059431

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 Two Thousand Four Hundred Seventy Six & 25/100 (\$ 2,476.25), such sum being not less than ten percent (10%) of the total contract price to construct or install Sanitary Sewer for 10225 E. Reno Avenue

(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 Alpha Construction & Design, LLC dated the 28th day of June, 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 23rd day of January, 2019

H & H Plumbing & Utilities, Inc.

Principal

ATTEST:

Secretary

By Carl Hendrix

Western Surety Company

Surety

ATTEST:

Secretary

By Melanie Ankeney  
Melanie Ankeney 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 23 day of January 2019



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2019

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).

<b>PRODUCER</b> Tatum Insurance LLC 8687 E VIA DE VENTURA SUITE 118 SCOTTSDALE AZ 85258		<b>CONTACT NAME:</b> Laura Hafenscher CPCU AIS <b>PHONE (A/C, No, Ext):</b> (480) 939-4300 <b>E-MAIL ADDRESS:</b> lh@TatumInsurance.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> H & H PLUMBING & UTILITIES, INC 266 INDUSTRIAL BLVD. GOLDSBY OK 73093		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Phoenix Insurance Company <b>INSURER B:</b> Travelers Property Casualty Company of America <b>INSURER C:</b> Colony Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25623 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	ADDSUBR 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-19	01/01/2019	01/01/2020	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/PROP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y Y	DT-810-3K753909-19-26-G	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-3K782106-19-26	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A Y	UB-3K761159-19-26-G	01/01/2019	01/01/2020	<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
C	POLLUTION		CSP307877	01/01/2019	01/01/2020	Claims Made 1,000,000 Deductible 10,000 Retro Date 03/17/2017

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: SANITARY SEWER FOR 10225 E RENO AVENUE 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

*Laura Hafenscher*

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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: Alpha Construction & Design, LLC  
Address: 19721 SE 60th St.  
Newalla, OK 74857

Ph.#: 255-1123  
Cell #: 517-6257  
Email: alphacd7@gmail.com

Project: Sanitary Sewer for  
Address: 10225 E. Reno Avenue  
Midwest City, OK

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

## Public Sanitary Sewer

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	8" SDR 35 PVC Sewer pipe	LF	925	20.00	18,500.00
2	8" Connection to existing manhole	EA	1	700.00	700.00
3	4' Diameter Manholes (0' - 6')	EA	3	1,700.00	5,100.00
4	Trench Safety	LF	925	0.50	462.50
					<b>24,762.50</b>
	Inspection fees				<b>495.25</b>
	Maintenance bonds				<b>125.00</b>
					<b>25,382.75</b>

Contract Amount \$ 25,382.75

Submitted By: Carl Hendrix

Title: Vice President

Date: 6/28/2018

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

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

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

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

PROJECT NAME: Sanitary Sewer Midwest City

PROJECT LOCATION: 10225 E. Reno Avenue, Midwest City, OK

TYPE OF CONSTRUCTION: Sanitary sewer

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 \$40,100.00 less the City of Midwest City, Engineering Division Inspection Fees.

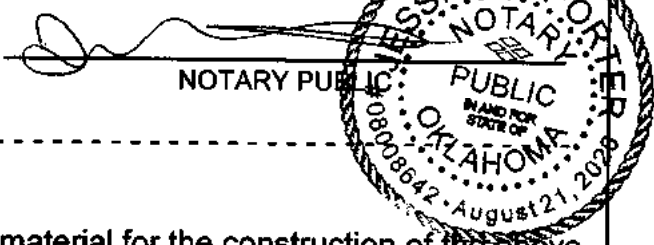
By Stephen Merriman  
OWNER

Date: 4-4-19

STATE OF OK )  
 )ss.  
COUNTY OF McClain )

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 4 day of April, 2019, personally appeared Stephen Merriman 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: August 21, 2020



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 Carl Hendrix  
CONTRACTOR

Date: March 20, 2019

STATE OF Oklahoma )  
 )ss.  
COUNTY OF McClain )

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 20th 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: 3/25/2020



Marcelle L. Barrington  
NOTARY PUBLIC

My Commission #00004054

To: Honorable Mayor and Council

From: Chief Brandon Clabes

Subject: Discussion and consideration of approving the potential expansion of the school resource officer program to Carl Albert High School and establishing the Mid-Del School System's participation in the FY 19/20 SRO program at \$70,000 for Midwest City High School and \$75,000 at Carl Albert High School.

Date: April 23, 2019

During the fall of 2018 and throughout this year, I have met with Dr. Rick Cobb, Mid-Del School Superintendent and his staff multiple times to discuss our existing **School Resource Officer (SRO)** program and the possibility of adding another. When I became police chief in 1999, one of my goals was to implement the **SRO** program--that came to fruition five years ago when we established an officer at Midwest City High School from the existing manpower numbers.

The mission of the **SRO** program is a collaborative effort between the city and school district—through certified law enforcement officers, educators, students, parents, and the community to offer law related education to reduce crime, drug abuse, violence, truancy, and provide a safe environment. It is a multi-faceted program.

Our current agreement has been in place for five years and been an excellent template to address requirements for both mutual parties. It also dictates the financial responsibilities, including benefits, training, and equipment for the city and the school district. All of us agree that some minor language changes need to be made to any future agreement, including who is responsible for overtime or compensatory time accrued by the **SRO**.

With that said, Dr. Cobb and I have a vision to expand the **SRO** program from its current staffing of one and add an officer at Carl Albert High School. This would be a new police officer position in FY 2019/20 which has not been budgeted under commissioned personnel within the police department.

Our current compensation program with the school district to offset expenditures of the **SRO** at Midwest City High School is a flat rate of \$65,000.00 for a ten month period. Our original calculations only included salary and benefits for a police officer in the rank of Sergeant at mid-level pay. We realize that not all associated expenditures have been evenly distributed over the terms of our partnership. **It should be noted that during a recent downturn for the state and school district, Midwest City paid the entire cost of the SRO program for one year.** This was a commitment by the Mayor, Council and City Manager to preserve the program.

Expansion of the **SRO** program has been verbally negotiated in good faith with better financial numbers, including the expenses of startup equipment for a new police officer. If agreed upon, the cost of the program for the Mid-Del School District and the City of Midwest City will increase . This is where our conversations have led us as to what would be fair and equitable.



I want to address the unbudgeted, new police officer position and costing. For fiscal year 2019/2020, I have calculated the maximum exposure to the city and am utilizing the pay scale of a topped out Sergeant because prerequisites of the **SRO** position require that a new **SRO** come from this rank.

This pay scale also anticipates that the city sales tax revenues will meet certain benchmarks to provide an additional 3% cost of living expense. We are including base salary, retirement, taxes (social security and Medicare), life insurance, family medical, family dental, leave buybacks, longevity, education incentives, initial physicals, psychological testing, uniforms, bullet proof vest, shoes, duty belt, new car and the police package (equipment), fuel, parts, labor and a hand held radio. This amounts to \$194,996.10 .However, we are going to back out the cost of a new police car/associated equipment which is \$63,035.00 and this expense will be annualized over the next 10 years. The Carl Albert **SRO** cost for contract calculations is \$131,132.60.

Taking that number and dividing it by 260 work days in the year equals \$504.36 per day. **Utilizing “work days” verses “calendar days” gives a more accurate accounting of actual cost.** Multiply that figure by 171 school days which equals \$86,244.90 as hard startup cost for a new **SRO**. The Mid-Del School District is willing to commit to a long term agreement in theory for budgetary and personnel purposes. In fact, the forward thinking strategy would be to add two more **SRO**'s when the middle schools are combined and if those positions and this position are approved, our agency would have 4 **SRO**'s by 2022.

It would be the school district's desire to negotiate the following cost for the current **SRO** and the new **SRO**.

<b>Current Midwest City High School SRO</b>	\$70,000.00 per ten months
<b>New Carl Albert High School SRO</b>	\$75,000.00 per ten months

Obviously we would not recoup our initial expense based on several factors. As a reminder, this is a partnership which certainly benefits the city and the school district as a whole. Annualized cost of the police officer position will have to be absorbed within the department's budget. Estimated numbers and cost of this position in the future are as follows:

Salary and Buybacks:	\$117,112.77 Per Year
Uniform Depreciation:	\$216.83 Per Year for Ten Years
Hand Held Radio Depreciation	\$500.00 Per Year for Ten Years
Fuel, Parts, and Labor	\$7,000.00 Per Year
Vehicle Depreciation	\$6,303.00 Per Year
<b>Total:</b>	<b>\$131,132.60 Annual Cost</b>

*(This number could be influenced yearly based upon contract negotiations with the collective bargaining agreement)*

As indicated, Mid-Del Schools financial commitment for the new **SRO** at Carl Albert High School would be \$75,000, leaving a deficit to the city of \$56,132.60 per year because this is an unbudgeted position for FY 2019/2020. In speaking with Mr. Henson, it would be important for

the mayor and council to understand how this shortfall would be allocated within future budgets of the police agency. We have increased cost coverage by the Mid-Del administration on the original SRO at Midwest City High School by \$5,000.00, from \$65,000.00 per year to \$70,000.00 per year.

The other \$51,132.60 can be offset through the following accounts: Transfer \$25,000.00 from the Impound Fee Fund to 020 Personnel Cost and make up the remaining \$26,132.60 balance in a reduction of Capital Outlay requests.

Also, timing is of the essence from the department standpoint in regards to implementation of the program. We still have to post the positions within the department, conduct personal interviews with potential candidates as outlined in our agreement, make a final selection and then ensure each officer is **SRO** certified before the start of the next school year.

If it is the desire of the Mayor, Council and city management to move forward, we would like to infuse the **SRO's** into the school district in August of 2019. The police department would operate internally with a minimal deficit until the new officers hired in May of this year complete CLEET and the FTO program. It would be an approximate six month gap until we are fully staffed again barring any unforeseen circumstances such as retirements or other separations.

I am available for any questions and look forward to your discussions.

As stated earlier, this is purely at the discretion of the Mayor and Council on how we proceed.

Respectfully,

Chief Brandon Clabes

Cc; Guy Henson, City Manager  
Dr. Rick Cobb, Mid-Del School Superintendent  
Cordell Ehrich, Executive Director of Secondary Education



100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1240  
fax 405.869.8655

## Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: April 23, 2019

SUBJECT: Discussion and consideration of declaring miscellaneous office equipment and supplies, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

This agenda item will declare the items listed below as surplus. There are no other operational applications available within the City.

- (3) Chairs
- (1) Receipt Printer
- (1) Check Scanner
- (1) Monitor Stand
- (3) Credit Card/Magnetic Stripe Readers
- (1) Calculator

Staff recommends approval.

*Sara Hancock*

---

Sara Hancock, City Clerk



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:** April 23, 2019

**Subject:** (PC – 1986) Public hearing with discussion and consideration of a request to rename Center Drive to Warren Drive.

**Dates of Hearing:** Planning Commission – April 2, 2019  
City Council – April 23, 2019

In 2017, the City Council approved an ordinance to rezone property at SE 15<sup>th</sup> Street and Center Drive to a Planned Unit Development (PUD) for the development of a Warren Theatre as well as other new commercial opportunities. Since that time, a PUD amendment and the final plat for the area have also been approved.

During early conversations between staff and Mr. Warren, there were discussions about renaming Center Drive to Warren Drive. Center Drive provides direct access to the site of the new theatre from I-40. If this street name change is approved, directional signage west bound on I-40 can be changed to reflect both Sooner Rd. and Warren Drive on one freestanding ODOT sign at an estimated cost of approximately \$4,000. The directional signage on I-40 is governed by the Oklahoma Department of Transportation. Approving this street name change will provide better visibility for people coming westbound on I-40 to visit the theatre and surrounding commercial uses.

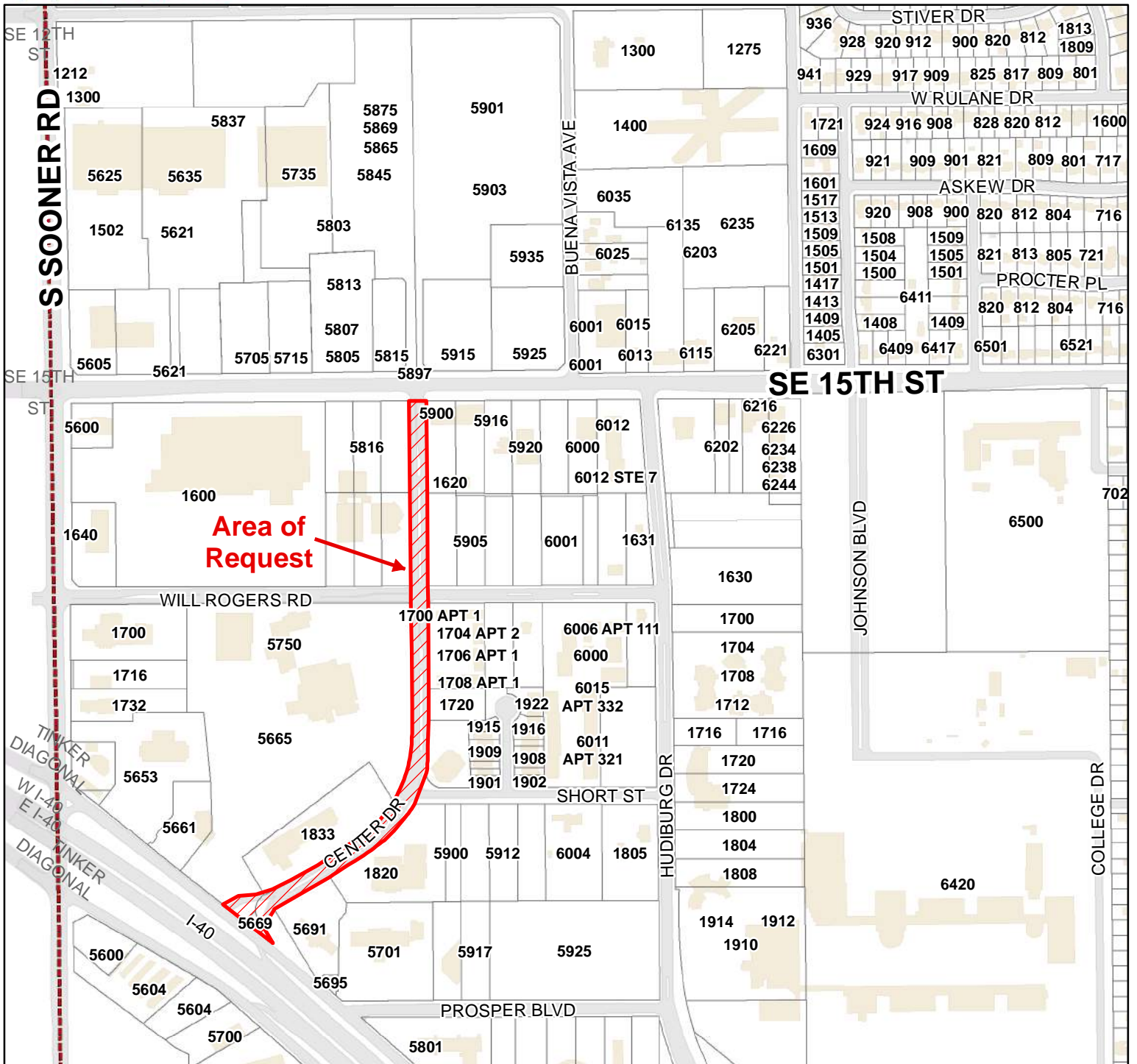
It should be noted that there is nothing prohibiting Warren Theatres from being renamed in the future.

Notice was sent to all property owners abutting Center Drive as well as published in the Journal Record in mid-February. There are two hotels that are addressed off of Center Drive. Both have expressed concern about this proposal to staff.

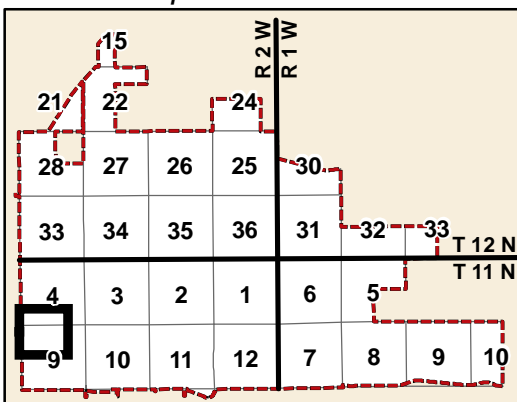
The Planning Commission recommended approval.  
Action is at the discretion of the Council.

**Action Required:** Approve or reject the proposed street name change from Center Drive to Warren Drive.






Billy Harless, AICP  
Community Development Director  
KG



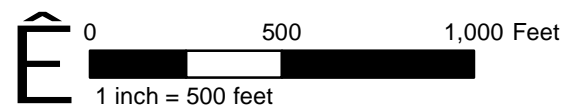
Locator Map



**General Map Legend**

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

**GENERAL MAP FOR  
PC-1986  
(NW/4, Sec. 9, 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.



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

Billy Harless, Community Development Director

ENGINEERING DIVISION  
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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:** April 23, 2019

**Subject:** (PC – 1988) Discussion and consideration of approval of the Replat of Lot 15, Block 21 of the Speckman Heights Addition, described as a part of the NW/4 of Section 10, T11N, R2W and addressed as 101 E. Kittyhawk Dr.

**Executive Summary**

This is a request to divide one (1) existing lot into two (2) lots for single family residential development. The area of request is platted as Lot 15, Block 21 of the Speckman Heights Addition. The proposed replat shows Lots 15A and 15B. A Simplified Planned Unit Development was approved in August of 2018 for this lot. This SPUD was requested in an effort to spark investment and see through the vision of the Original Mile Revitalization Plan. The SPUD allows for innovative design including reduced setbacks and minimum lot size. This proposed replat is consistent with the approved SPUD.



Within the SPUD staff report, staff highlighted how this proposal is coming to the Council after careful consideration of the Comprehensive Plan and the 2011 Original Mile Revitalization Plan and is a product of request for proposals submitted by the applicant and approved by the Council in October of 2017. If approved, this will allow the applicant to begin development on this lot. Staff recommends approval.

**Dates of Hearing:** Planning Commission – April 2, 2019  
City Council – April 23, 2019

**Council Ward:** Ward 1, Councilmember Susan Eads

**Owner:** City of Midwest City

**Applicant:** Jeff Johnson

**Surveyor:** Jim Yager

**Proposed Use:** Two (2) lots for single family homes

**Size:**

The area of request is a corner property containing approximately 60' of frontage along E. Kittyhawk Dr. and a depth of approximately 119' for an area of approximately .17 acres.

**Development Proposed by Comprehensive Plan:**

Area of Request – LDR, Low Density Residential  
North, South, East & West – LDR, Low Density Residential

**Zoning Districts:**

Area of Request – SPUD, Simplified Planned Unit Development  
North and East – R-6, Single Family Residential  
South – R-6, Single Family Residential with a Special Use Permit for a church  
West – R-6, Single Family Residential with a Special Use Permit for a school

**Land Use:**

Area of Request – vacant lot  
North and East – single family homes  
South – church  
West – Rose Field

**Comprehensive Plan Citation:**

*Single-Family Detached Land Use*

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

**Municipal Code Citation:**

38-21.1. Purpose

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. The Plat of the Speckman Heights Addition was approved in 1946.
2. The property has been zoned Single Family Detached Residential since the adoption of the 1985 Zoning Code.



3. A SPUD, Simplified Planned Unit Development, was approved for the area of request in August of 2018.
4. Planning Commission recommended approval of this item April 2, 2019.

**Engineer's Comments:**

Water Supply and Sanitary Sewer Collection

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 south side of the area of request. A six (6) inch public water main is located on the west side of East Lockheed Drive in the street right-of-way extending along the west side of the area of request.

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

An eight (8) inch public sewer main is located on the north side of the area of request in a dedicated fifteen foot utility easement extending along the north side of the area of request.

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

This replat application is part of the City's original mile revitalization project, which entails the redevelopment of seven lots in the area to help energize the area's housing growth. This particular lot is sixty feet wide, dedicating a fifteen-foot utility easement on the east side of the lot for a public sewer main extension leaves a smaller area for redevelopment. The applicant is requesting using the smaller side yard easements to tie the new residences to the public mains. Each lot will still have their own separate water meter and sewer main tie on points and will use these easements to make the connections. If approved, this will leave enough square footage on the lots to make them developable. The City Engineer has discussed the utility connection issues with the Assistant Public Works Director and the Line Maintenance Supervisor and all have agreed to proceed with this configuration to provide service to these properties.

Streets and Sidewalks

Access to the area of request is available from East Kittyhawk Drive and East Lockheed Drive. East Kittyhawk Drive and East Lockheed Drive are classified as local streets in the 2008 Comprehensive Plan. East Kittyhawk Drive and East Lockheed Drive are a two (2) lane, 26-foot wide, curbed, asphalt concrete roadways. Current code requires a total street right-of-way width of fifty (50) feet for local roads and presently, East Kittyhawk Drive and East Lockheed Drive have fifty (50) feet of right-of-way adjacent to and parallel to the area of request.

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

The lack of sidewalks does not meet current code for residential development. Sidewalk along the full frontage of the area of request is a requirement with this application and will be constructed at the time of a building permit.

### Drainage and Flood Control, Wetlands and Sediment Control

Drainage across the area of request is from the east to the west. The area of request is a residential lot. Drainage from this redevelopment will have no impact on any adjacent property.

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 40109C0310H, dated December 12, 2009.

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

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

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

### Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the replat and will be dedicated to the city when the 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.

### **Planning Comments:**

Project Description: "The Original Mile is Midwest City's most historic neighborhood. The smaller footprint and affordability have the ability to attract a new audience who is looking for something more than a typical suburban experience. By encouraging redevelopment of the neighborhood. We hope to spur an interest in private redevelopment, expand home ownership and improve the quality of rental housing. This unique housing project is a small piece of the Original Mile Redevelopment Plan. If successful, this process may evolve into a larger redevelopment program for vacant lots in the Original Mile. The purpose of the Original Mile Infill Housing Project is to create new housing with new urbanist design features that appeal to a modern urban dweller".

Accepted Proposal: The Original Mile Reinvestment Committee recommended acceptance of the proposal that included the SPUDS on two of the 5 lots that would allow for two homes to be built on smaller lots similar to some of the styles trending in the OKC metro. The proposal states: "The Key in making the OM a success is in the diversity in quality housing options available to the consumer.

In the proposal I have offered renderings of each project. Some of the material and colors could change to better fit the surroundings or to comply with city code. Some of the options will require a rezone or a plat. We are prepared to file for such and work through that process.”

Contract: City Council approved the contract that included 2 SPUDS on October 24, 2017.

### **2011 Original Mile Revitalization Plan**

- **Introduction: Chapter 1 pg 5, Original Mile Goals.**
  - ◆ Create quality neighborhood that fits the 21<sup>st</sup> Century lifestyle.
  - ◆ 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.
  - ◆ Upgrade current housing and introduce infill housing that meets modern design standards, provides energy efficient features and is competitive with housing in newer areas.
  - ◆ 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.
  - ◆ Make improvements to infrastructure that enhances walkability, safety and aesthetics
  - ◆ Introduce sought-after quality of life elements such as walkability that equals or exceeds suburban neighborhoods.
- **Introduction: Chapter 4 pg 59, Implementation.** Establish a demonstration block: The City should consider developing demonstration blocks that showcase 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.

**2008 Comprehensive Plan:** 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.

- **Future Land Use Chapter:** The City should strive for a range of lot sizes to develop and should reinforce this by providing a choice of several single family districts with various lot sizes in the Zoning Ordinance.

- **Housing Chapter:** As it is today, single-family development will likely be the prevailing type of residential land use in Midwest City in the future. Cities should not have an abundance of either large-lot or small-lot single family developments, since a variety of residential densities are necessary in order to provide residents with a choice of house size, lot size, and price ranges. However, cities also need an appropriate housing inventory for market purposes. It is therefore recommended that the City develop a range of lot and dwelling sizes to continue the goal of a balanced variety of single-family housing.
- **Housing Chapter:** 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.

The approved SPUD for the area of request allowed for variances to setbacks, building lines and minimum lot size. The approved setbacks are consistent with this proposed replat.

As mentioned previously, a goal of 2011 Original Mile Revitalization Plan is for safety and walkability throughout the Original Mile. Chapter 2.8 of the Revitalization Plan recognizes the poor conditions of existing sidewalks and lack of sidewalks at all in many areas of the Original Mile. Although staff has supported requests to waive sidewalk improvements where there is no possible connection, in this case, staff recommends that sidewalks be required across the frontage. This proposed development is meant to spark investment, little by little, in the Original Mile. Requiring sidewalks with this application will make it that much easier for future connections and will be a start in updating this infrastructure within the Original Mile.

As mentioned previously in this report, this project has already been seen in public meetings including Original Mile Reinvestment Committee meetings and City Council during the RFP approval process. It has been through many reviews already and is now ready to be implemented so development can begin. Staff recommends approval of this requested replat.

**Action Required:** Approve or reject the Replat of Lot 15, Block 21 of the Speckman Heights Addition located on the property as noted herein, subject to the staff comments and found in the April 23, 2019 agenda packet and made a part of PC-1988 file.



Billy Harless, AICP  
Community Development Director  
KG

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Real Property Construction, LLC, hereby certifies that it is the owner of and the only persons, firm or corporation having any right, title, or interest in and to Lot 15 in Block 21 as shown on the annexed plat of Speckman Heights Addition, an addition to the City of Midwest City, being a part of the Northwest Quarter (NW/4), Section 10, Township 11 North, Range 2 West of the Indian Meridian in 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 Replat of Lot 15 in Block 21, Speckman Heights Addition, an addition to the City of Midwest City, Oklahoma County, Oklahoma.

The undersigned does hereby further certify that it 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 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. All common areas and private drainage easements including channels and detention ponds are the responsibility of the Homeowner's Association to maintain.

The Owner's Restrictive Covenants and Limitations for the development of this addition are set out on typewritten sheets of paper and will be subsequently filed separately.

In witness whereof the undersigned has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Real Property Construction, L.L.C.
an OKLAHOMA LIMITED LIABILITY COMPANY

MANAGER

STATE OF OKLAHOMA )
) SS
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared to me known to be the identical person who subscribed, as Real Property Construction L.L.C., 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 corporation.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Real Property Construction, LLC, an OKLAHOMA LIMITED LIABILITY COMPANY, hereby certifies that it is the owner of and the only persons, firm or corporation having any right, title, or interest in and to the land shown on the annexed plat of Replat of Lot 15 in Block 21 of Speckman Heights Addition, an addition to the City of Midwest City, being a part of the Northwest Quarter (NW/4), Section 10, Township 11 North, Range 2 West of the Indian Meridian in 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 Replat of Lot 15 in Block 21 of Speckman Heights Addition, an addition to the City of Midwest City, Oklahoma County, Oklahoma.

The undersigned does hereby further certify that it 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 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. All common areas and private drainage easements including channels and detention ponds are the responsibility of the Homeowner's Association to maintain.

The Owner's Restrictive Covenants and Limitations for the development of this addition are set out on typewritten sheets of paper and will be subsequently filed separately.

In witness whereof the undersigned has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Real Property Construction, L.L.C.
an OKLAHOMA LIMITED LIABILITY COMPANY

MANAGER

STATE OF OKLAHOMA )
) SS
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared to me known to be the identical person who subscribed, as L.L.C., 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 corporation.

BONDED ABSTRACTOR'S CERTIFICATE

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Oklahoma County and the State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of Replat of Lot 15 in Block 21 of Speckman Heights Addition, an addition to the City of Midwest City, Oklahoma, is vested in Real Property Construction, L.L.C., an OKLAHOMA LIMITED LIABILITY COMPANY, and on the \_\_\_\_ day of \_\_\_\_\_, 2019, 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 owners thereof, that the taxes are paid for the year of 2018 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 of record.

ATTEST

In witness whereof, said Bonded Abstractor has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: Assistant Secretary
By: Vice President

STATE OF OKLAHOMA )
) SS
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_ to me known to be the identical person who executed as vice president the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: \_\_\_\_\_
Notary Public

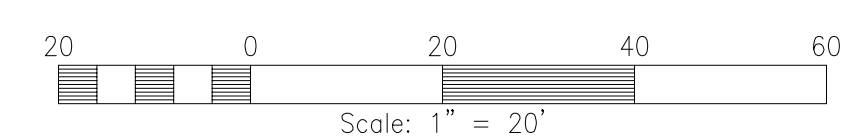
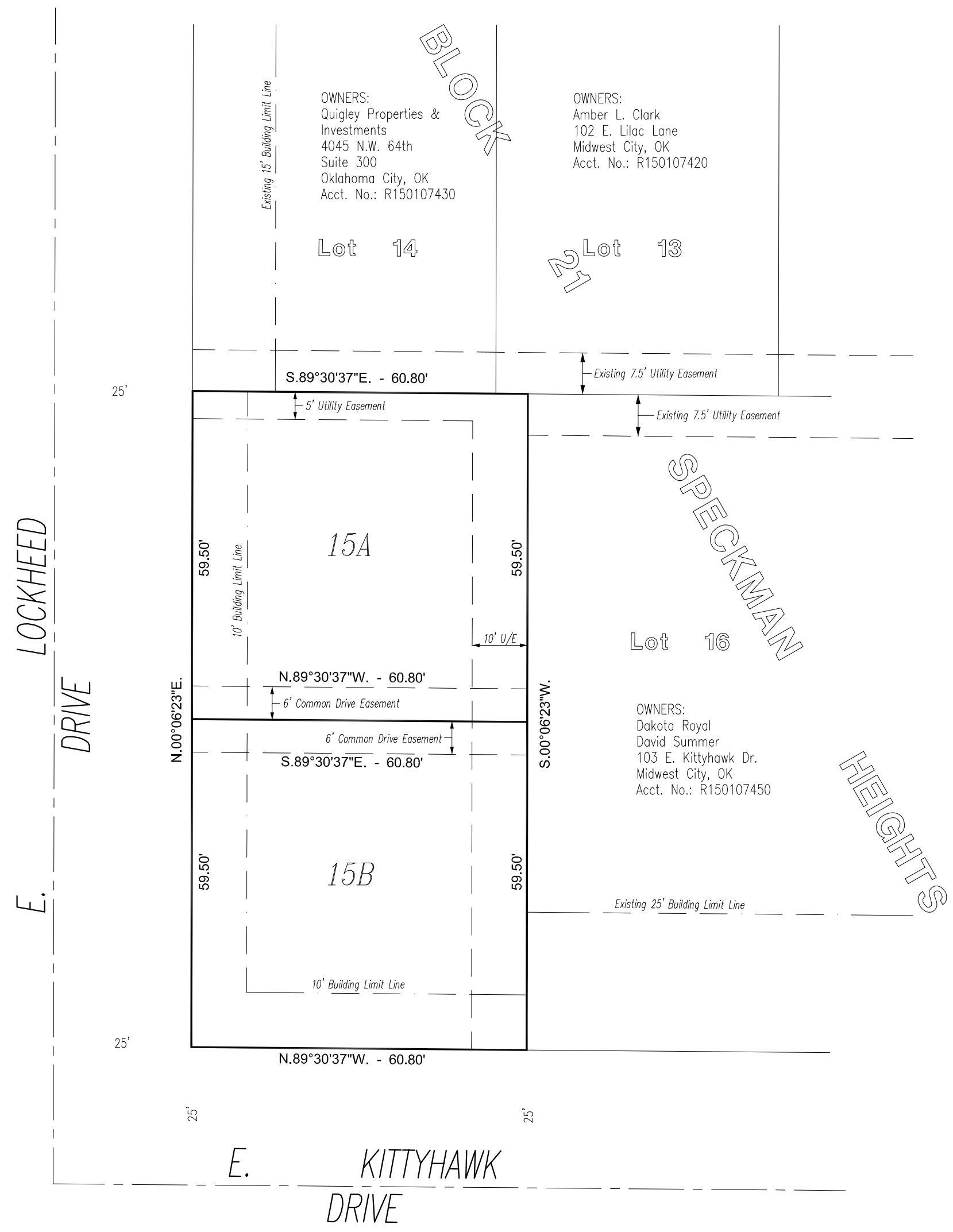
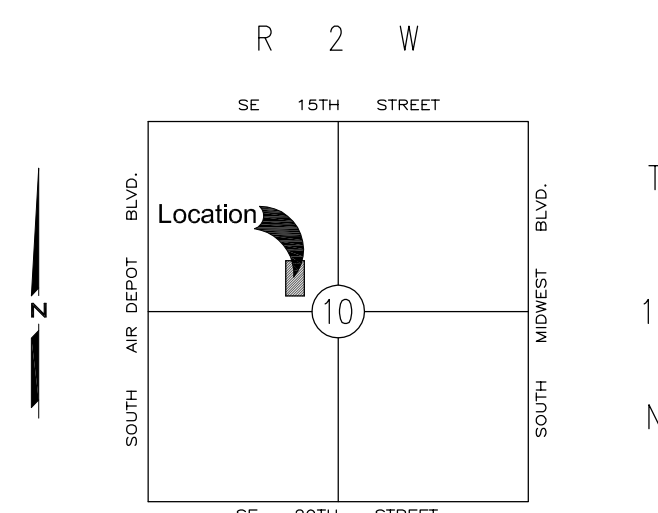
CERTIFICATE OF CITY CLERK

I, \_\_\_\_\_, City Clerk of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there are no special assessment procedures now pending against the land shown on the re-plot of Lot 15 in Block 21 of Speckman Heights Addition, an addition to the City of Midwest City, Oklahoma.

Signed by the City Clerk on this \_\_\_\_ day of \_\_\_\_\_, 2019.

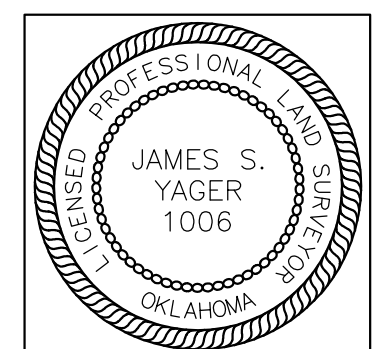
City Clerk

Replat of Lot 15 in Block 21
Speckman Heights Addition
Midwest City, Oklahoma County, Oklahoma



The basis for the bearings shown on the above annexed Replat, are based upon the South Line of Block 21 of Speckman Heights Addition, an addition to Midwest City, Oklahoma County, Oklahoma, being a N.89°30'37"W. bearing.

OWNER'S NOTARY SEAL OWNER'S NOTARY SEAL ABSTRACTOR'S SEAL ABSTRACTOR'S NOTARY SEAL SURVEYOR'S SEAL SURVEYOR'S NOTARY SEAL CITY SEAL COUNTY TREASURER'S SEAL



PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, James S. Yager, do hereby certify that I am by Profession a Land Surveyor, and the re-plot of Lot 15 in Block 21 of Speckman Heights Addition, an addition to the City of Midwest City, Oklahoma, consisting of one (1) sheet, represents a survey made under my supervision on the 1st day of November, 2018.

I further certify that said re-plot 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 Licensure 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.

Date Signed: \_\_\_\_\_
James S. Yager, Licensed Professional Land Surveyor Number 1006
CA Number 2778 Expires: 6-30-2019
1212 South Air Depot Number 19 Suite 102
Midwest City, Oklahoma 73110
Telephone: 405 - 737 - 3412

STATE OF OKLAHOMA )
JSS
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared James S. Yager to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for he uses and purposes therein set forth.

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

My Commission Expires: \_\_\_\_\_
Notary Public

COUNTY TREASURER'S CERTIFICATE

I, \_\_\_\_\_, do hereby certify that I am the duly elected, qualified and sworn County Treasurer of Oklahoma County, Oklahoma, that the tax records of said county show that all taxes for the year 2018 and prior years are paid on the annexed plat of Replat of Lot 15 in Block 21 of Speckman Heights Addition, an addition to the City of Midwest City, Oklahoma, and that the required statutory security has been deposited in the offices of the County Treasurer guaranteeing payment for the current year's taxes.

In witness whereof said County Treasurer has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

CERTIFICATE OF PLANNING COMMISSION

I, \_\_\_\_\_, Director of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission duly approved the re-plot of Lot 15 in Block 21 of Speckman Heights Addition, an addition to the City of Midwest City, Oklahoma, at a meeting on the \_\_\_\_ day of \_\_\_\_\_, 2019.

Director

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the Council of the City of Midwest City, that the re-plot of Lot 15 in Block 21 of Speckman Heights Addition, an addition to the City of Midwest City, Oklahoma County, Oklahoma, is hereby approved and the dedications shown hereon are hereby approved and accepted.

ADOPTED by the Council of the City of Midwest City, this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED by the Mayor of the City of Midwest City, this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST

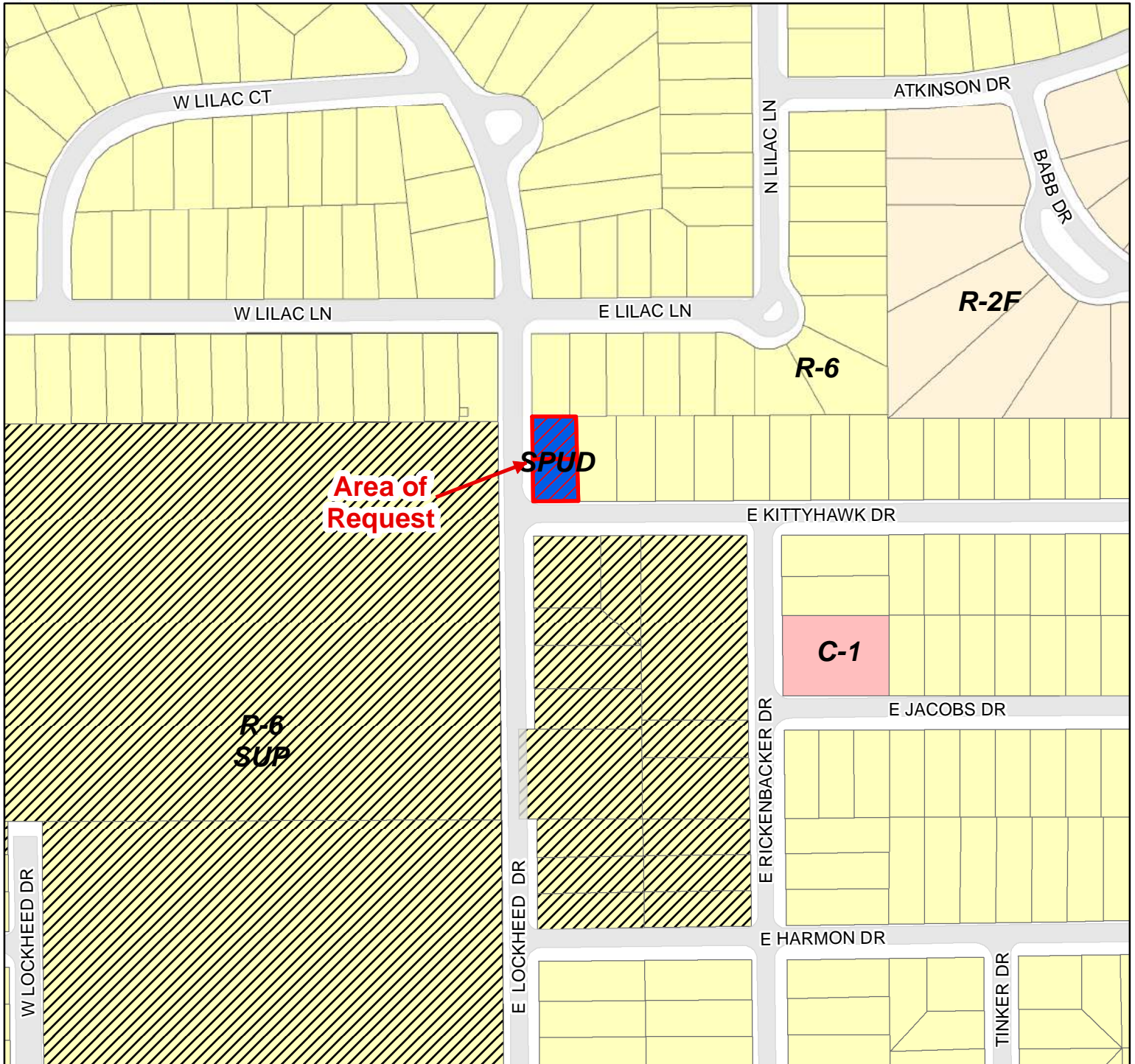
City Clerk Mayor

LEGAL DESCRIPTION OF LOTS

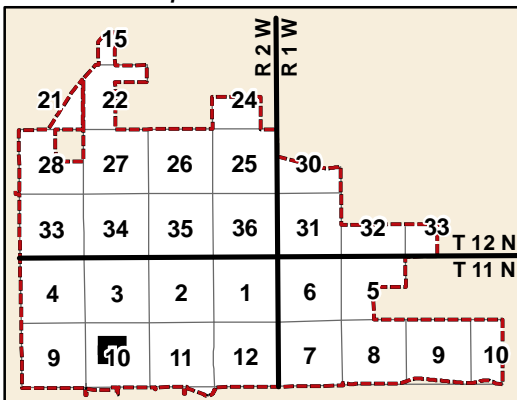
LOT 15A
A part of the North Half of Lot 15 in Block 21 of Speckman Heights Addition, an addition to Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows: Beginning at the Northwest Corner of said Lot 15, thence S.89°30'37"E. and the basis for the bearings in the following description, along the North Line of said Lot 15, a distance of 60.80 feet to the Northeast Corner of said Lot 15; thence S.00°06'23"W. along the East Line of said Lot 15, a distance of 59.50 feet; thence N.89°30'37"W. and parallel with the North Line of said Lot 15, a distance of 60.80 feet to the West Line of said Lot 15; thence N.00°06'23"E. along the West Line of said Lot 15, a distance of 59.50 feet to the point or place of beginning. Said described tract contains 3,617.519 Square Feet or 0.083 Acres, more or less.

LOT 15B
A part of the South Half of Lot 15 in Block 21 of Speckman Heights Addition, an addition to Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows: Beginning at the Southeast Corner of said Lot 15, thence N.89°30'37"W. and the basis for the bearings in the following description, along the South Line of said Lot 15, a distance of 60.80 feet to the Southwest Corner of said Lot 15; thence N.00°06'23"E. along the West Line of said Lot 15, a distance of 59.50 feet; thence S.89°30'37"E. and parallel with the South Line of said Lot 15, a distance of 60.80 feet to the East Line of said Lot 15; thence S.00°06'23"W. along the East Line of said Lot 15, a distance of 59.50 feet to the point or place of beginning. Said described tract contains 3,617.519 Square Feet or 0.083 Acres, more or less.

James S. Yager
Licensed Professional Land Surveyor
Certificate of Authorization Number 2778 Expires: 30 June 2019
1212 South Air Depot Number 19 Suite 102
Midwest City, Oklahoma 73110
Telephone: 405-737-3412/Fax: 405-737-4215



Locator Map



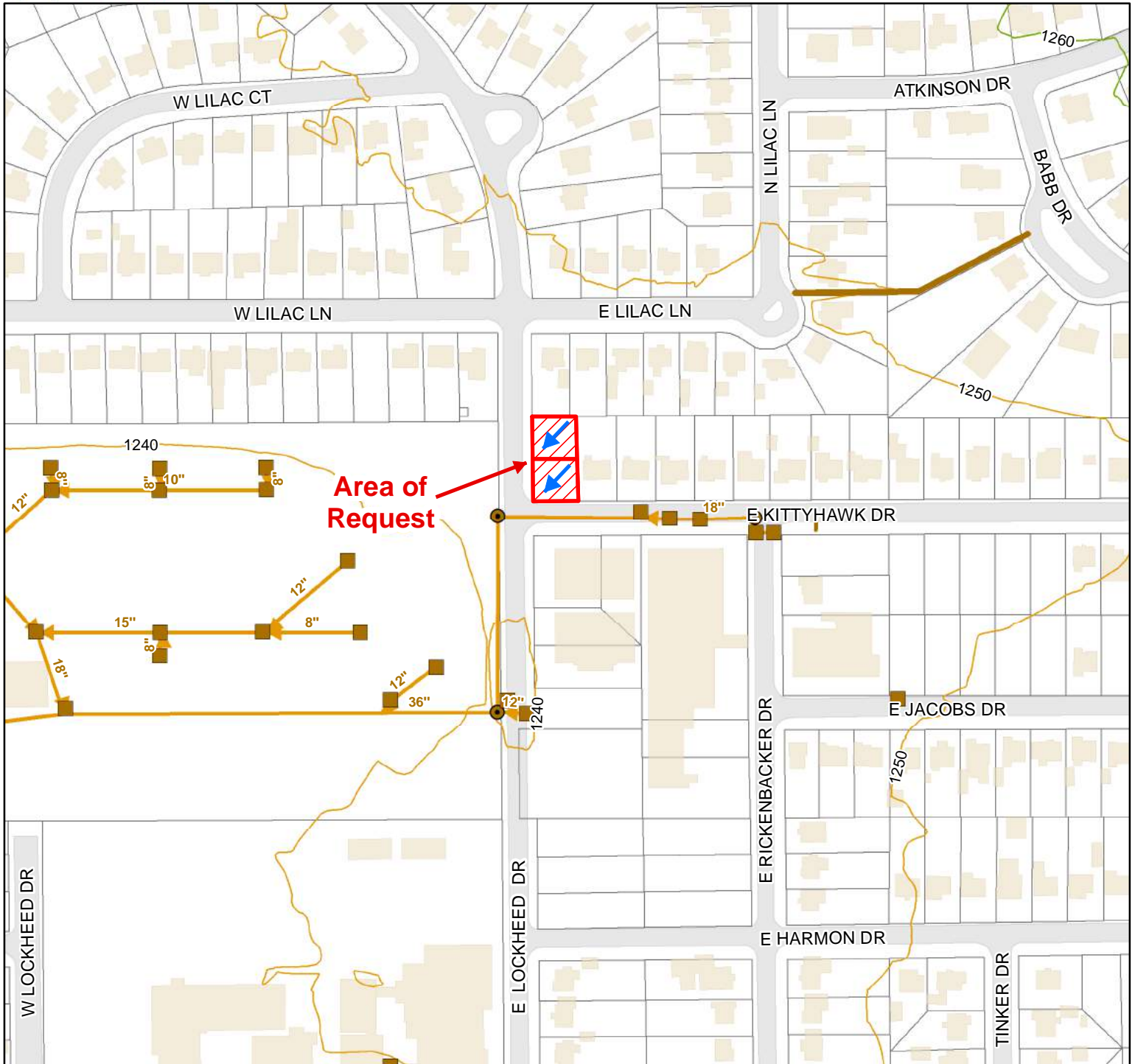
Current Zoning Legend

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

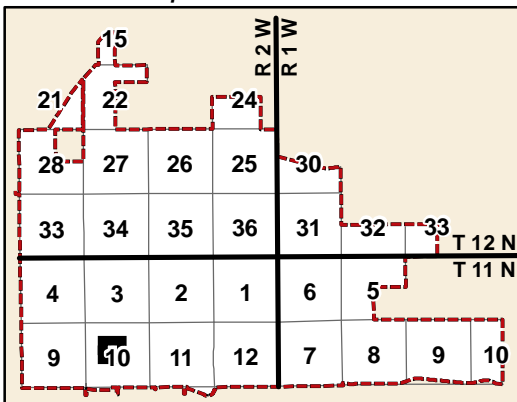
**ZONING MAP FOR  
PC-1988  
(NW/4, Sec. 10, T11N, R2W)**



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Locator Map



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

**2009 FEMA Floodplains**

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

**DRAINAGE  
LOCATION MAP FOR  
PC-1988  
(NW/4, Sec. 10, T11N, R2W)**

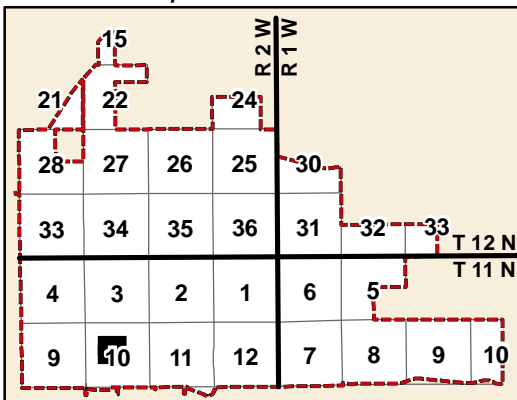
0      200      400 Feet

1 inch = 200 feet

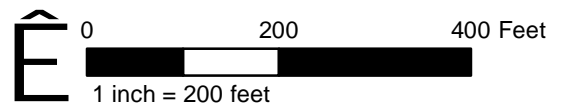
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Locator Map

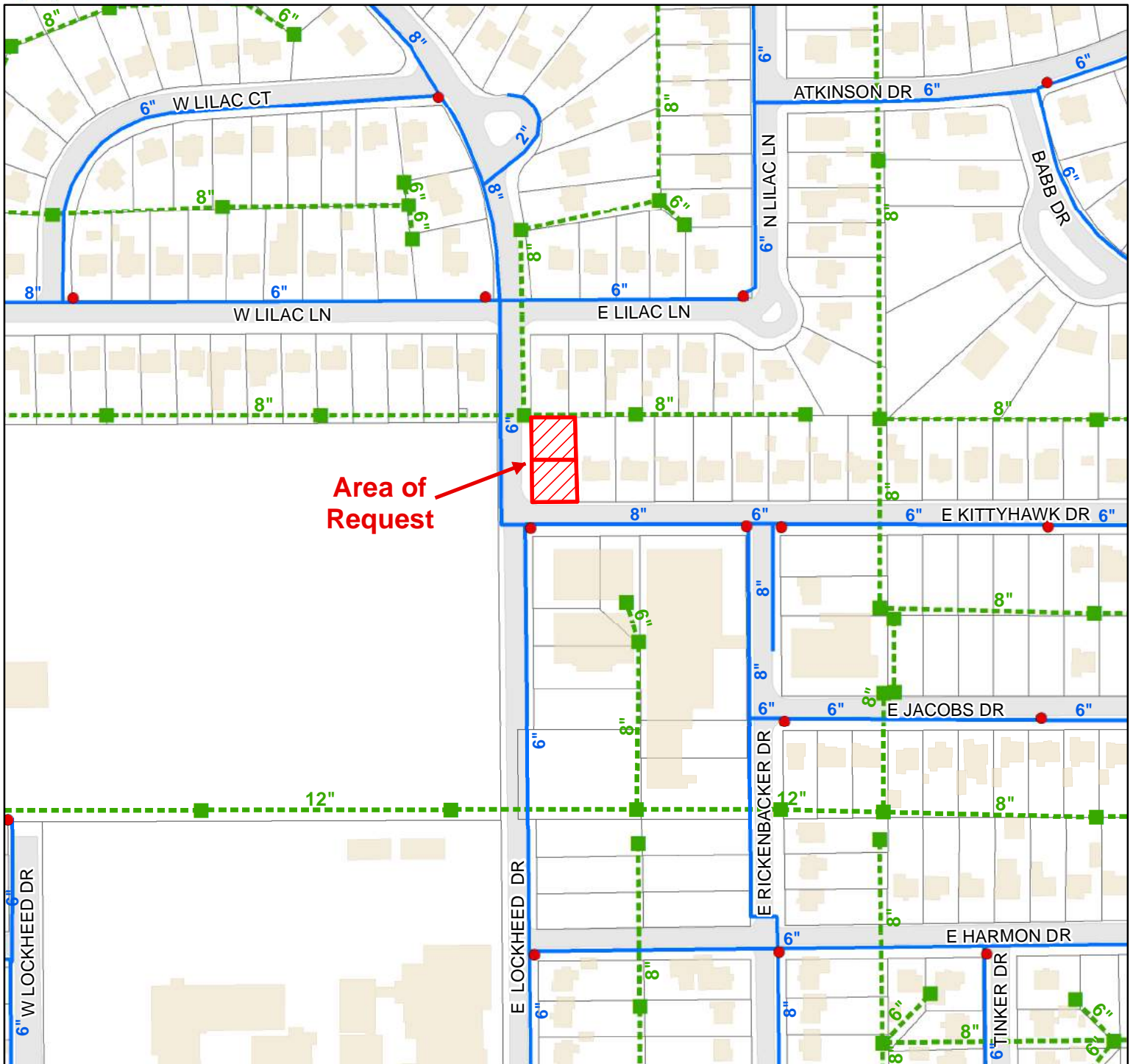


**2017 DOP (AERIAL) VIEW FOR  
PC-1988  
(NW/4, Sec. 10, T11N, R2W)**

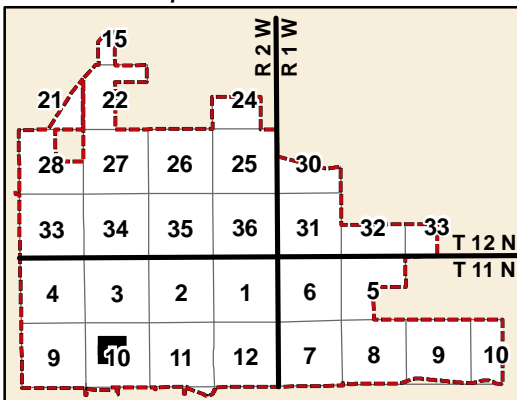


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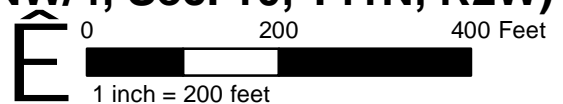
Locator Map



**Water/Sewer Legend**

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

**WATER/SEWER LINE LOCATION MAP FOR PC-1988 (NW/4, Sec. 10, 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  
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:** April 23, 2019

**Subject:** (PC – 1989) Discussion and consideration of approval of the Final Plat of Johnson Homestead, described as a part of the NW/4 of Section 7, T11N, R1W, located at 10433 SE 21<sup>st</sup> Street.

**Executive Summary:** This is a request to approve a final plat to subdivide a single parcel into four (4) individual parcels for single family residential development. The preliminary plat was approved in May of 2018. A sewer line extension was a requirement of the preliminary plat. That sewer line has been constructed and approved by staff. As this meets the 2012 Subdivision Regulations and is consistent with the approved preliminary plat, staff recommends approval.



**Dates of Hearing:**

Planning Commission – April 2, 2019

City Council – April 23, 2019

**Council Ward:** Ward 2, Pat Byrne

**Owner/Applicant:** Byron Johnson

**Engineer/Developer:** Larry Slaughter, SWM & Sons

**Proposed Use:** four (4) single family residential lots

**Size:**

The area of request has a frontage of approximately 337.75' along SE 21<sup>st</sup> Street and frontage of approximately 332.50' along SE 19<sup>th</sup> Street, containing a land area of approximately 4.65 acres.

**Development Proposed by Comprehensive Plan:**

Area of Request – LDR, Low Density Residential

North, South, West and East – LDR, Low Density Residential

**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 – site one single family residence  
North, South, East and West – single family residences

**Comprehensive Plan Citation:**

Single-Family Detached (SFD) Land Use

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

**Municipal Code Citation:**

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.
2. The Johnson Homestead Preliminary Plat was approved May 22, 2018.
3. Planning Commission recommended approval of this item April 2, 2019.

**Engineer's Comments:**

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of the required public improvements or provide the City a letter of credit / surety bond covering the installation's costs.

The applicant has had the necessary public improvements installed and they have been accepted by the city.

Drainage across the property will be minimally impacted with the addition of the residential lots to the area of request. The property is already developed as a large residential lot. The property will still utilize the bar ditches along S.E. 19th Street and S.E. 21st Street to drain the property. No public drainage improvements were required with this application.

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 fire department has reviewed the request for approval of the Final Plat of Johnson Homestead. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

**Staff Comments:**

This is a request to subdivide one (1) existing 4.65 acre tract into four (4) individual parcels. The parcels are intended for single family residential development.

There is an existing residential structure located on proposed Lot 1 of the plat. The applicant plans to demolish that property and build a new home on that lot. Proposed lot 1 has 337.75 feet of frontage on SE 21<sup>st</sup> St. and contains an area of 2.356 acres. Proposed lots 2, 3 and 4 all front onto SE 19<sup>th</sup> St. Each lot contains approximately 110' of frontage along the street and are 296' deep, containing .75 of an acre. All of the proposed lots exceed the minimum size standards for residential development.

A waiver to the half street and sidewalk improvement requirement was approved with the preliminary plat. The only public improvement required with the preliminary plat was the sewer extension. As that sewer line has been constructed to serve all new lots in this subdivision and approved by the City, the applicant was able to submit this final plat application.

Park Land dedication was not required as this subdivision creates less than one dwelling unit per acre. A tree canopy management plan was not required as the land area of this subdivision excluding the right-of-way on SE 19<sup>th</sup> and SE 21<sup>st</sup> contains less than 5 acres, however, it should be noted that the only trees that have been removed from the site were those in the area of the new sewer line easement.

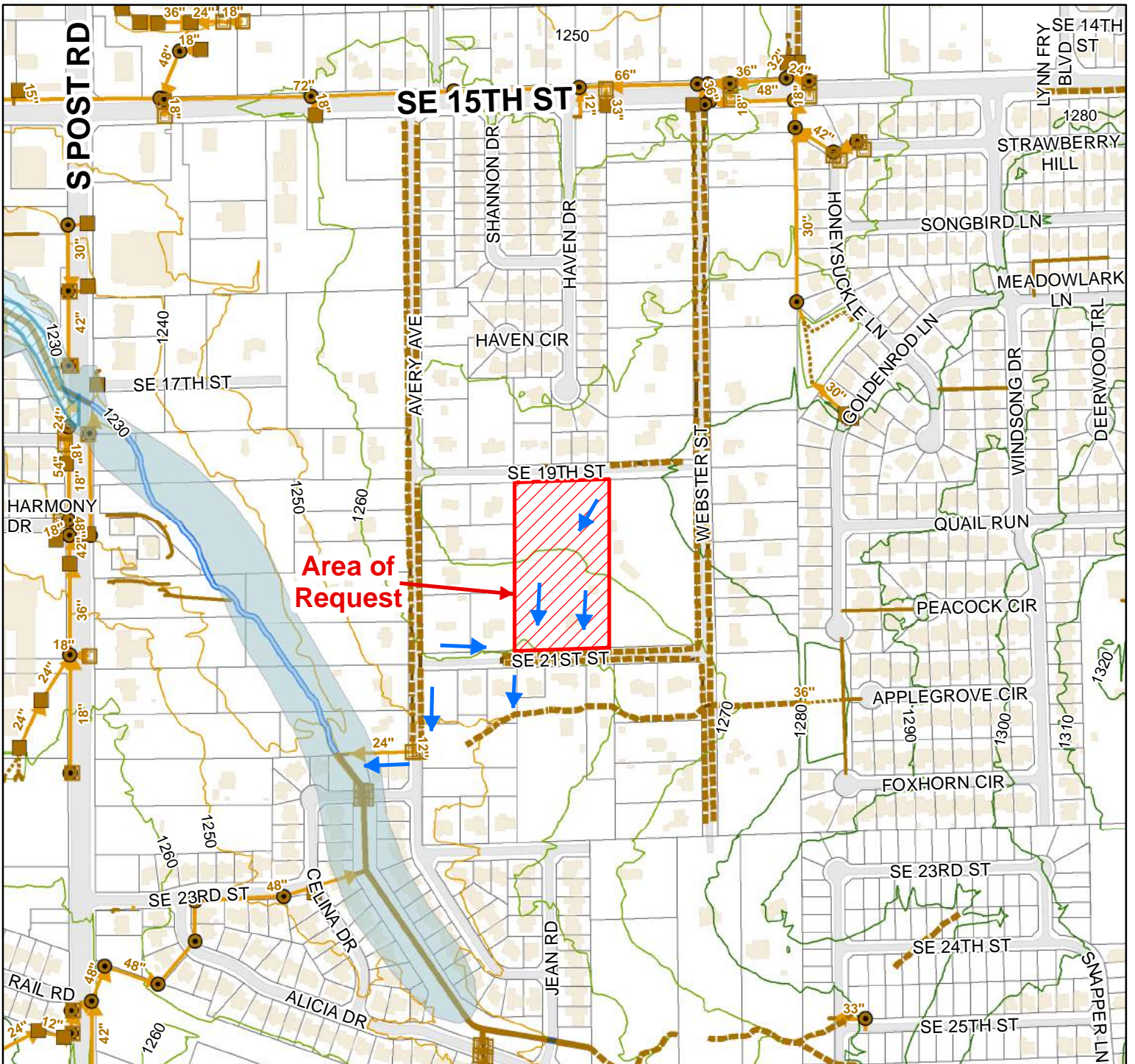
If approved, future residential development on all lots must meet all of the regulations of the Zoning Ordinance.

The Final Plat as submitted is consistent with the approved Preliminary Plat and does meet the requirements of the Subdivision Regulations. Staff recommends approval.

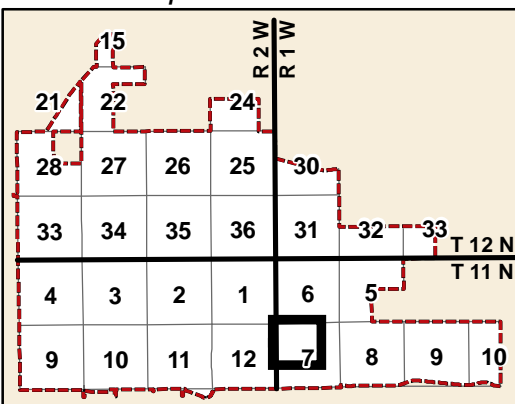
**Action Required:** Approve or reject the Johnson Homestead Final Plat located on the property as noted herein, subject to the staff comments and found in the April 23, 2019 agenda packet and made a part of PC- 1989 file.



Billy Harless, AICP  
Community Development Director  
KG



Locator Map



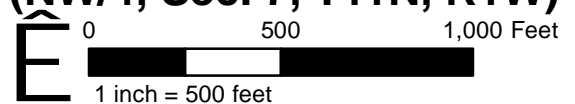
- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

2009 FEMA Floodplains

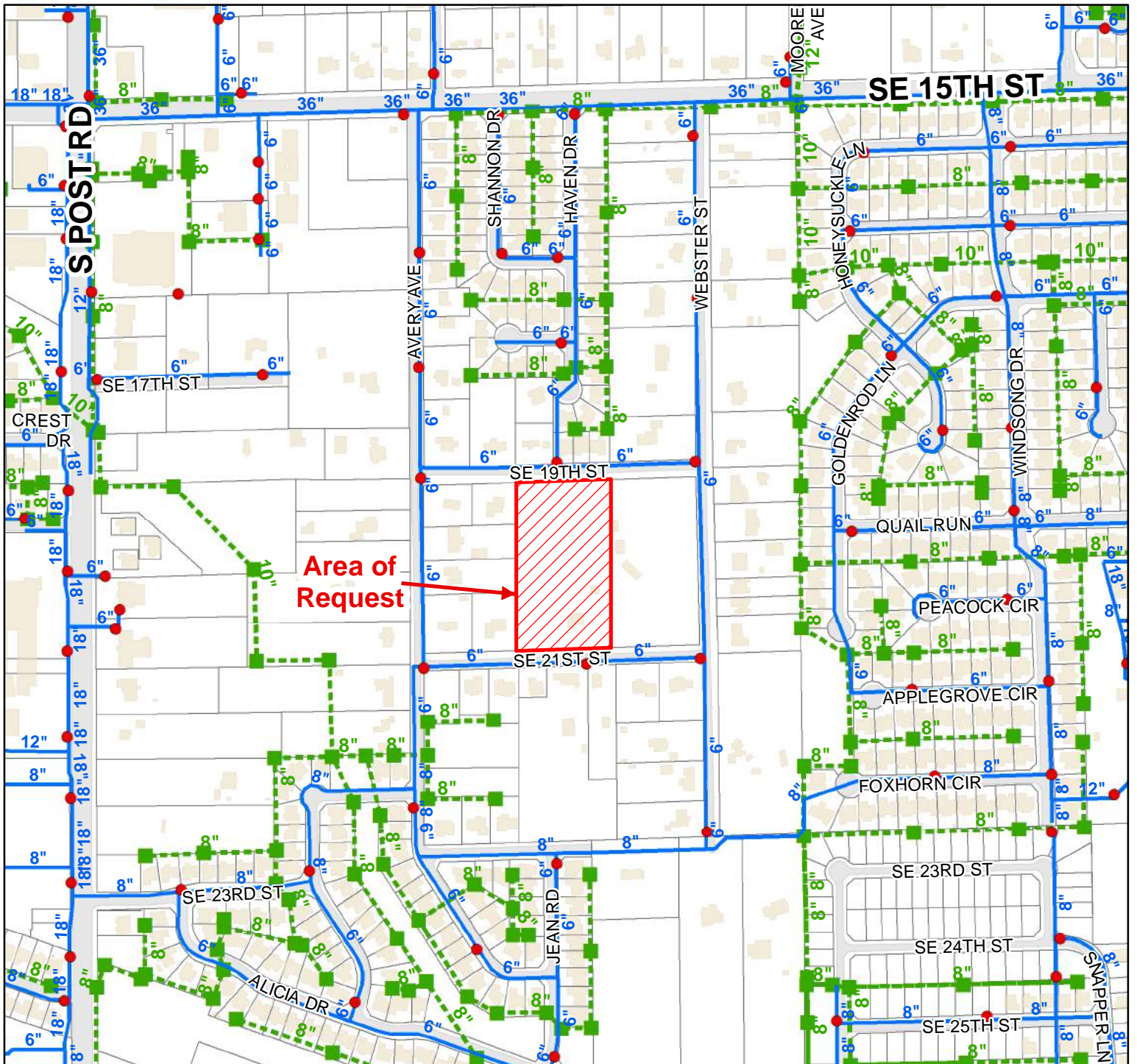
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

**DRAINAGE LOCATION MAP FOR PC-1989**

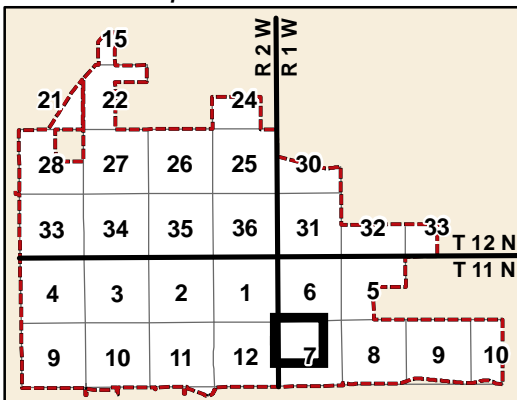
(NW/4, Sec. 7, T11N, R1W)



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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

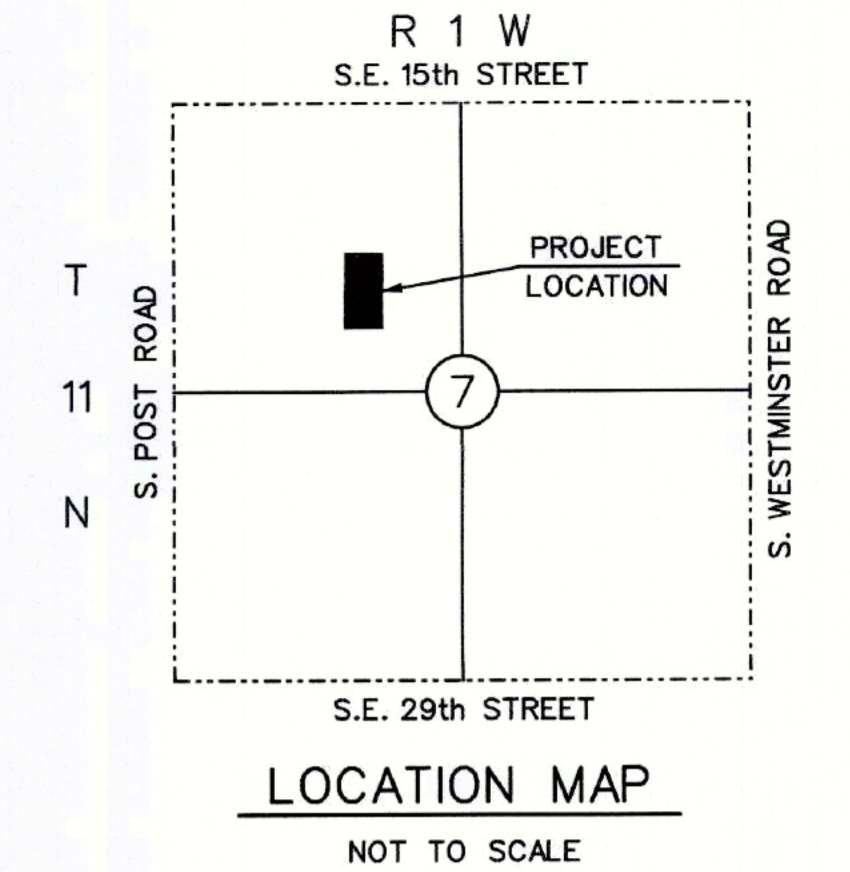
**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-1989**

(NW/4, Sec. 7, T11N, R1W)



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**FINAL PLAT**  
**JOHNSON HOMESTEAD**  
 A PART OF THE E/2, NW/4, SEC. 7, T-11-N, R-1-W, I.M.  
 CITY OF 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 JOHNSON HOMESTEAD AND MORE PARTICULARLY AS FOLLOWS:  
 A PART OF THE EAST HALF (E/2), OF THE NORTHWEST QUARTER (NW/4), SECTION SEVEN (7), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA AS SHOWN BY THE SURVEY THEREOF.  
 THEY FURTHER CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, 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, CORPORATION WHO HAS ANY RIGHT, TITLE OR INTEREST TO THE LAND NOTICED IN THE ABOVE MENTIONED FINAL PLAT AND THEY 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 HANDS (THIS) DAY OF \_\_\_\_\_, 2019.  
 SWM & SONS, INC. BYRON JOSEPH JOHNSON  
 1440 S.E. 29th STREET 10433 S.E. 21st STREET  
 CIOCTAW, OK 73220 MIDWEST CITY, OK 73130

STAN W. MALSKE, PRESIDENT BYRON JOSEPH JOHNSON  
 SWM & SONS, INC.

**OWNER'S NOTARY:**

STATE OF OKLAHOMA }  
 COUNTY OF OKLAHOMA } SS:  
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED \_\_\_\_\_ TO BE KNOWN TO ME THE IDENTICAL PERSON WHO SIGNED THE NAME OF THE MAKER TO THIS 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 CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.  
 GIVEN UNDER MY HAND AND 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 ABSTRACTOR OF TITLES IN AND FOR OKLAHOMA COUNTY AND STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO SAID LAND ON THE FINAL PLAT OF JOHNSON HOMESTEAD, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA APPEARS TO BE VESTED IN SWM & SONS, INC. & BYRON JOSEPH JOHNSON 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 OF SAID COUNTY AND STATE AGAINST SAID LAND OR THE OWNERS 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 MINERAL CONVEYANCES OF RECORD.

EXECUTED AT \_\_\_\_\_ IN \_\_\_\_\_ COUNTY, OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 TITLE COMPANY  
 BY: \_\_\_\_\_ SECRETARY BY: \_\_\_\_\_ PRESIDENT

**ABSTRACTOR'S NOTARY:**

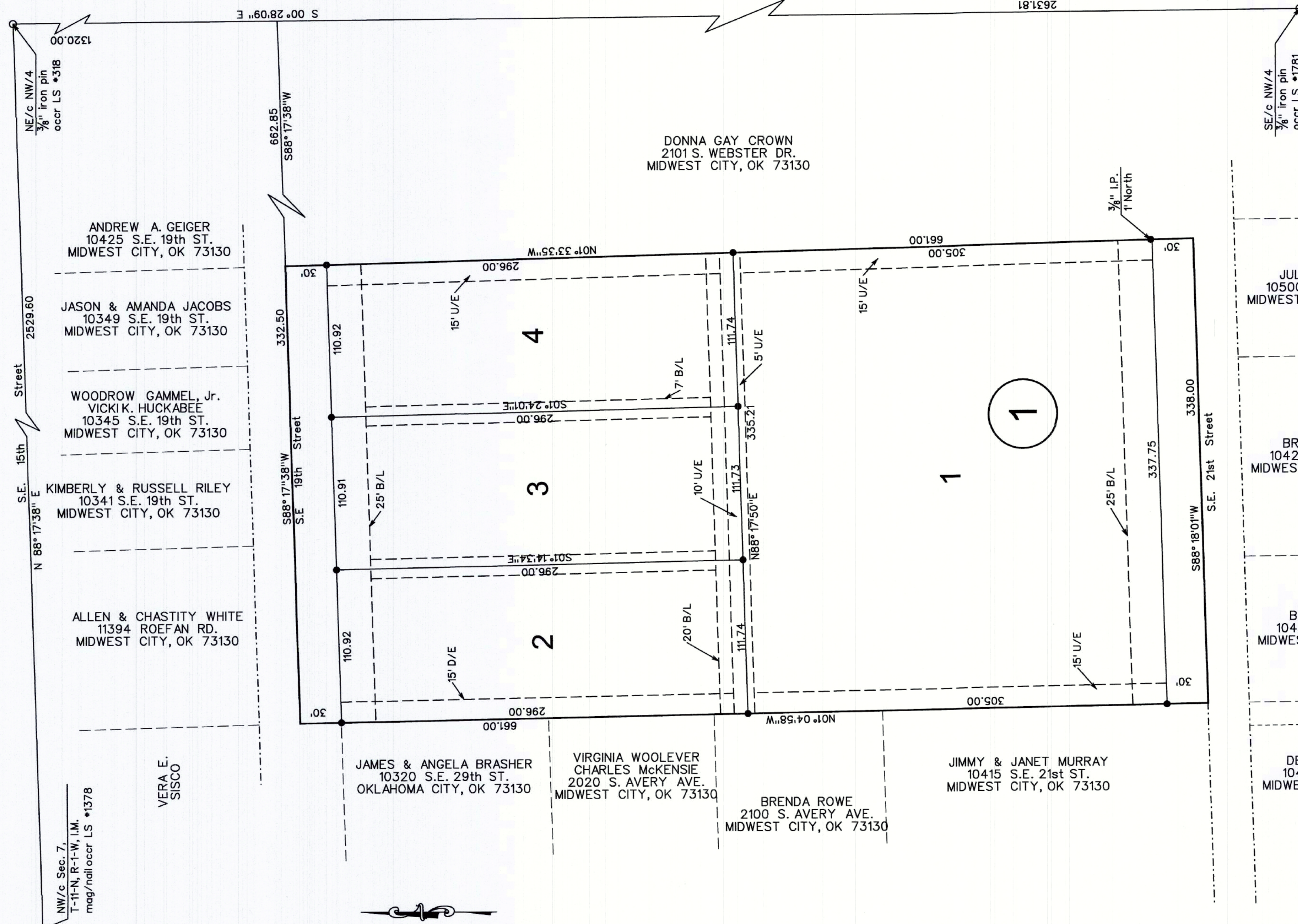
STATE OF OKLAHOMA }  
 COUNTY OF OKLAHOMA } SS:  
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED \_\_\_\_\_ TO BE KNOWN TO ME THE IDENTICAL PERSON WHO SIGNED THE NAME OF THE MAKER TO THIS INSTRUMENT AND 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 CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.  
 GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.  
 MY COMMISSION EXPIRES: \_\_\_\_\_  
 MY COMMISSION NUMBER: \_\_\_\_\_  
 NOTARY PUBLIC

**LAND SURVEYOR'S CERTIFICATE:**

I, GEORGE EARL DAVIS, REGISTERED LAND SURVEYOR No. 319 IN THE STATE OF OKLAHOMA, DO CERTIFY THAT THE ANNEXED PLAT REPRESENTS A CAREFUL SURVEY MADE UNDER MY SUPERVISION ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**LEGAL DESCRIPTION:**

A PART OF THE EAST HALF (E/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION SEVEN (7), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING 1320 FEET SOUTH AND 662.85 FEET WEST OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 661 FEET; THENCE WEST 338 FEET; THENCE NORTH 661 FEET; THENCE EAST 332.5 FEET TO THE POINT OR PLACE OF BEGINNING; LESS AND EXCEPT A 30 FOOT STRIP OF LAND ON THE NORTH AND SOUTH SIDE OF SAID TRACT FOR ROAD PURPOSES; CONTAINING 5.00 ACRES, MORE OR LESS.



**LAND SURVEYOR'S NOTARY:**

STATE OF OKLAHOMA }  
 COUNTY OF OKLAHOMA } SS:  
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED GEORGE EARL DAVIS TO BE KNOWN TO ME THE IDENTICAL PERSON WHO SIGNED THE NAME OF THE MAKER TO THIS 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 CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.  
 GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.  
 MY COMMISSION EXPIRES: \_\_\_\_\_  
 MY COMMISSION NUMBER: \_\_\_\_\_  
 NOTARY PUBLIC

**CITY PLANNING COMMISSION APPROVAL:**

I, \_\_\_\_\_ CHAIRMAN OF THE CITY PLANNING COMMISSION OF THE CITY OF MIDWEST CITY, OKLAHOMA, DO HEREBY CERTIFY THAT THE SAID PLANNING COMMISSION DULY APPROVED THE FINAL PLAT OF JOHNSON HOMESTEAD, AN ADDITION TO THE CITY OF MIDWEST CITY, A PART OF THE E/2, NW/4, SEC. 7, T-11-N, R-1-W, I.M., OKLAHOMA COUNTY, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**COUNTY TREASURER'S CERTIFICATE:**

I, \_\_\_\_\_ DO HEREBY CERTIFY THAT I AM THE DULY QUALIFIED AND ACTING COUNTY TREASURER OF OKLAHOMA COUNTY, OKLAHOMA, AND THAT THE TAX RECORDS OF SAID COUNTY SHOW THAT ALL TAXES FOR THE YEAR 20\_\_\_\_ AND PRIOR YEARS ARE PAID ON THE LAND SHOWN ON THIS PLAT TO OKLAHOMA COUNTY, OKLAHOMA, THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER GUARANTEEING YEARS TAXES.  
 IN WITNESS WHEREOF: SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 COUNTY TREASURER

**APPROVAL OF PLAT AND ACCEPTANCE OF DEDICATION BY CITY COUNCIL:**

BEING IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, THAT THE FINAL PLAT OF JOHNSON HOMESTEAD, SHOWN 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

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 THIS COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

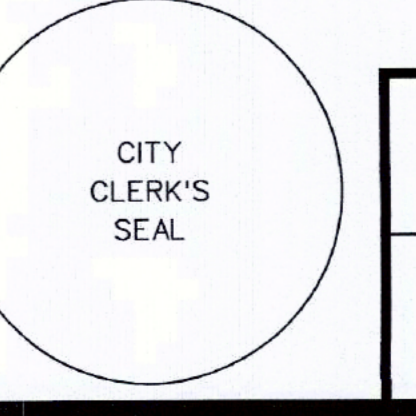
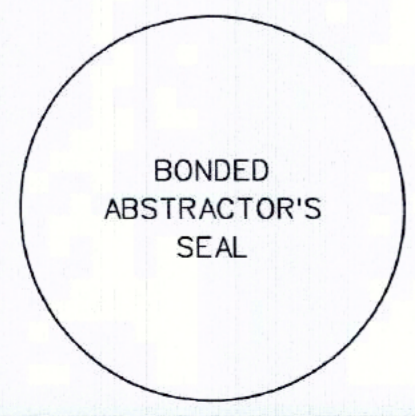
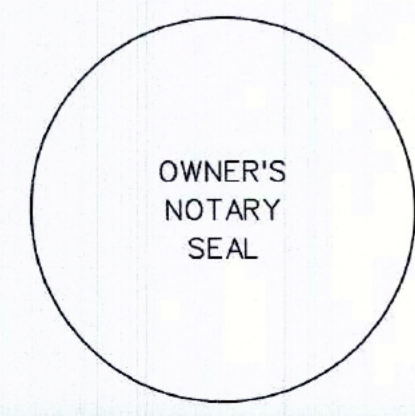
- LEGEND**
- △ MAG NAIL
  - SET 3/8" IRON PIN
  - FOUND 3/8" IRON PIN
  - U/E UTILITY EASEMENT
  - D/E DRAINAGE EASEMENT

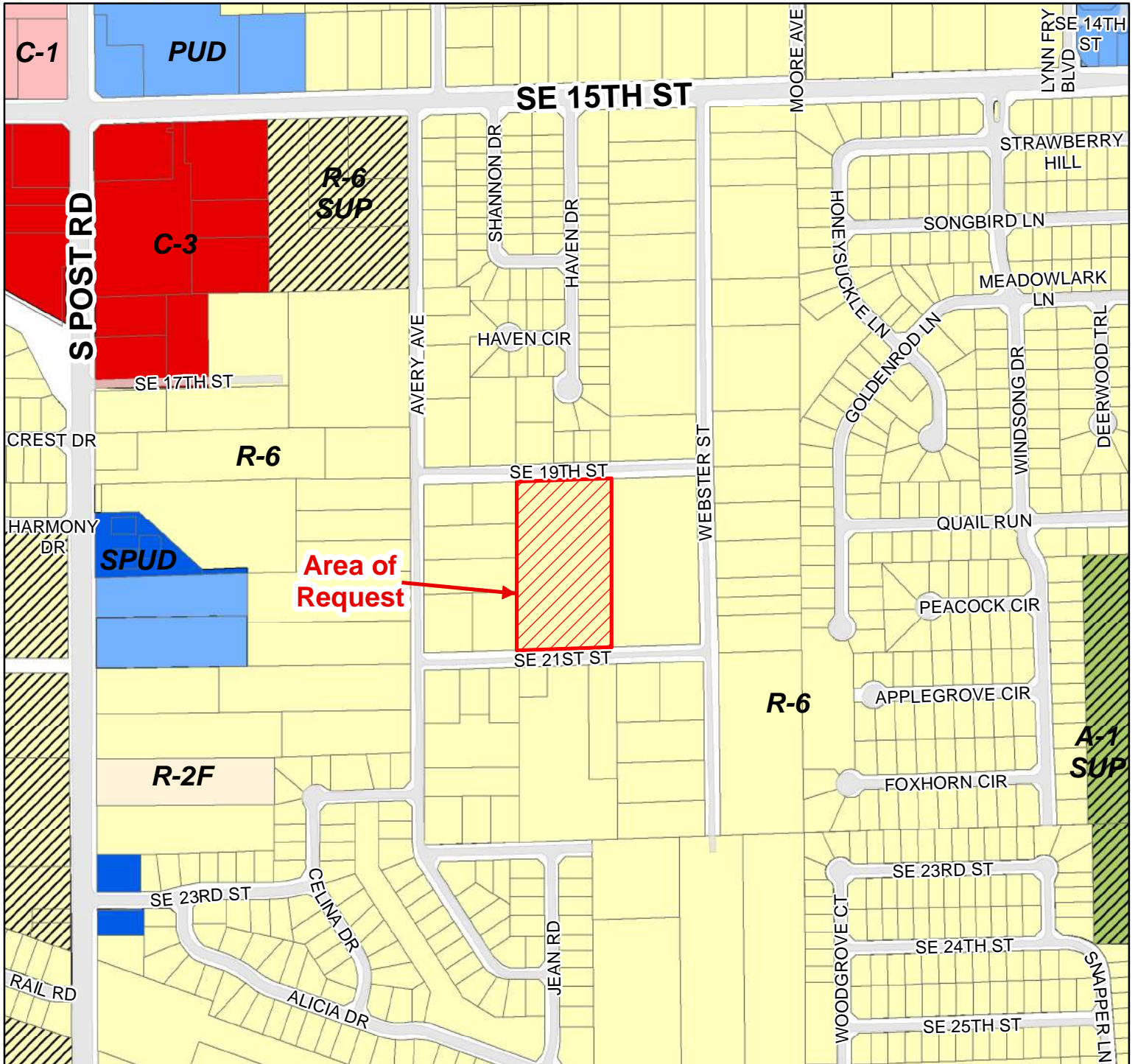
LARRY G. SLAUGHTER, P.E.  
 CONSULTING ENGINEER  
 P.O. BOX 6977  
 MOORE, OK 73153-0977  
 C.A. 3704

FINAL PLAT  
**JOHNSON HOMESTEAD**  
 A SUBDIVISION IN THE E/2, NW/4, SEC. 7, T-11-N, R-1-W, I.M.  
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

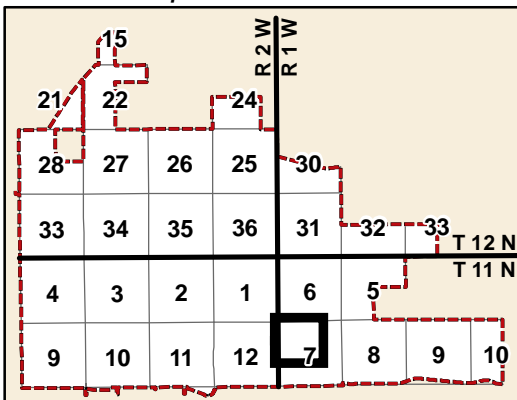
**G.E.D. LAND SURVEYING, INC.**

P.O. BOX 612 PHONE: 405.454.6758  
 HARRAH, OK 73045 FAX: 405.454.6758  
 C.A. NO. 3072 EXP. DATE: 6/30/20





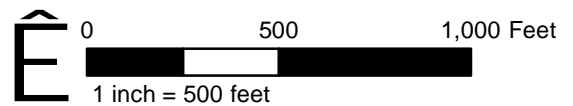
Locator Map



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-1989 (NW/4, Sec. 7, T11N, R1W)

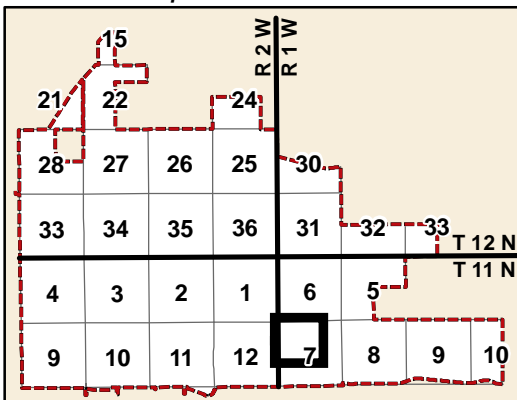


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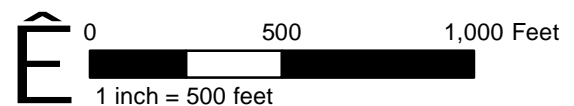




Locator Map



**2017 DOP (AERIAL) VIEW FOR  
PC-1989  
(NW/4, Sec. 7, 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:** April 23, 2019

**Subject:** (PC – 1991) Discussion and consideration of approval of the Replat of Lot 6, Block 5 of the Pine Addition, described as a part of the NE/4 of Section 10, T11N, R2W and addressed as 220 E. Kittyhawk Dr.

**Executive Summary:** This is a request to divide one (1) existing lot into two (2) lots for single family residential development. The area of request is platted as Lot 6, Block 5 of the Pine Addition. The proposed replat shows Lots 6A and 6B. A Simplified Planned Unit Development was approved in August of 2018 for this lot. This SPUD was requested in an effort to spark investment and see through the vision of the Original Mile Revitalization Plan. The SPUD allows for innovative design including reduced setbacks and minimum lot size. This proposed replat is consistent with the approved SPUD. Within the SPUD staff report, staff highlighted how this proposal is coming to the Council after careful consideration of the Comprehensive Plan and the 2011 Original Mile Revitalization Plan and is a product of request for proposals submitted by the applicant and approved by the Council in October of 2017. If approved, this will allow the applicant to begin development on this lot. It should be noted that a 10' utility easement is shown diagonally through the existing lot. Staff, with consultation from the City Attorney, has researched this easement and found that it has been abandoned and no longer affects this lot. Staff recommends approval.



**Dates of Hearing:** Planning Commission – April 2, 2019  
City Council – April 23, 2019

**Council Ward:** Ward 1, Councilmember Susan Eads

**Owner:** City of Midwest City

**Applicant:** Jeff Johnson

**Surveyor:** Jim Yager

**Proposed Use:** Two single family residences

**Size:**

The area of request is a corner property containing approximately 50' of frontage along E. Kittyhawk Dr. and a depth of approximately 112' for an area of approximately .13 acres.

**Development Proposed by Comprehensive Plan:**

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

**Zoning Districts:**

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

**Land Use:**

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

**Comprehensive Plan Citation:**

*Single-Family Detached (SFD) Land Use*

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

**Municipal Code Citation:**

38-21.1. Purpose

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 property have been zoned Single Family Detached Residential since the adoption of the 1985 zoning code.
2. The Plat of the Pine Addition was approved in 1943.
3. A SPUD, Simplified Planned Unit Development, was approved for the area of request in August of 2018.
4. The Planning Commission recommended approval of this item April 2, 2019.

**Staff Comments:**

**Engineer's report:**

Water Supply and Sanitary Sewer Collection

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.

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

An eight (8) inch public sewer main is located on the south side of the area of request in a dedicated fifteen-foot utility easement extending along the south side of the area of request.

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

This replat application is part of the City's original mile revitalization project, which entails the redevelopment of seven lots in the area to help energize the area's housing growth. This particular lot is fifty feet wide, dedicating fifteen-foot utility easements on each side of the lot for public water and sewer main extensions could leave only twenty feet for development. The applicant is requesting using the smaller side yard easements to tie the new residences to the public mains. Each lot will still have their own separate water meter and sewer main tie on points and will use these easements to make the connections. If approved, this will leave enough square footage on the lots to make them developable. The City Engineer has discussed the utility connection issues with the Assistant Public Works Director and the Line Maintenance Supervisor and all have agreed to proceed with this configuration to provide service to these properties.

Streets and Sidewalks

Access to the area of request is available from East Kittyhawk Drive. East Kittyhawk Drive is classified as a local street in the 2008 Comprehensive Plan. East Kittyhawk Drive is a two (2) lane, 26-foot wide, curbed, asphalt concrete roadways. Current code requires a total street right-of-way width of fifty (50) feet for local roads and presently, East Kittyhawk Drive has fifty (50) feet of right-of-way adjacent to and parallel to the north side of the area of request.

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

The lack of sidewalks does not meet current code for residential development. Sidewalk along the full frontage of the area of request is a requirement with this application and will be constructed at the time of a building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is from the south to the north. The area of request is a residential lot. Drainage from this redevelopment will have no impact on any adjacent property.

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 40109C0310H, dated December 12, 2009.

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

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

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

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the replat and will be dedicated to the city when the plat is filed. A pipeline easement is shown cutting across the area of request. The easement was dedicated in the 1920's and was abandoned in the 1950's. The city attorney was consulted concerning the status of the easement and has stated that a release of the easement has been filed with the County and therefore the prior easement will not impact the area of request.

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

**Fire Marshal's report:**

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

**Plan Review Comments:**

Project Description: "The Original Mile is Midwest City's most historic neighborhood. The smaller footprint and affordability have the ability to attract a new audience who is looking for something more than a typical suburban experience. By encouraging redevelopment of the neighborhood. We hope to spur an interest in private redevelopment, expand home ownership and improve the quality of rental housing. This unique housing project is a small piece of the Original Mile Redevelopment Plan. If successful, this process may evolve into a larger

redevelopment program for vacant lots in the Original Mile. The purpose of the Original Mile Infill Housing Project is to create new housing with new urbanist design features that appeal to a modern urban dweller”

Accepted Proposal: The Original Mile Reinvestment Committee recommended acceptance of the proposal that included the SPUDS on two of the 5 lots that would allow for two homes to be built on smaller lots similar to some of the styles trending in the OKC metro. The proposal states: “The Key in making the OM a success is in the diversity in quality housing options available to the consumer. In the proposal I have offered renderings of each project. Some of the material and colors could change to better fit the surroundings or to comply with city code. Some of the options will require a rezone or a plat. We are prepared to file for such and work through that process.”

Contract: City Council approved the contract that included 2 SPUDS on October 24, 2017.

### **2011 Original Mile Revitalization Plan**

- **Introduction: Chapter 1 pg 5, Original Mile Goals.**
  - Create quality neighborhood that fits the 21<sup>st</sup> Century lifestyle.
  - 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.
  - Upgrade current housing and introduce infill housing that meets modern design standards, provides energy efficient features and is competitive with housing in newer areas.
  - 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 half a century.
  - Make improvements to infrastructure that enhances walkability, safety and aesthetics.
  - Introduce sought-after quality of life elements such as walkability that equals or exceeds suburban neighborhoods.
- **Introduction: Chapter 4 pg 59, Implementation.** 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.

**2008 Comprehensive Plan:** 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.

- **Future Land Use Chapter:** The City should strive for a range of lot sizes to develop and should reinforce this by providing a choice of several single-family districts with various lot sizes in the Zoning Ordinance.
- **Housing Chapter:** As it is today, single-family development will likely be the prevailing type of residential land use in Midwest City in the future. Cities should not have an abundance of either large-lot or small-lot single family developments, since a variety of residential densities are necessary in order to provide residents with a choice of house size, lot size, and price ranges. However, cities also need an appropriate housing inventory for market purposes. It is therefore recommended that the City develop a range of lot and dwelling sizes to continue the goal of a balanced variety of single-family housing.
- **Housing Chapter:** 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.

The approved SPUD for the area of request allowed for variances to setbacks, building lines, required street frontage and minimum lot size. The approved setbacks and SPUD elements are consistent with this proposed replat.

As mentioned previously, a goal of the 2011 Original Mile Revitalization Plan is for safety and walkability throughout the Original Mile. Chapter 2.8 of the Revitalization Plan recognizes the poor conditions of existing sidewalks and lack of sidewalks at all in many areas of the Original Mile. Although staff has supported requests to waive sidewalk improvements where there is no possible connection, in this case, staff recommends that sidewalks be required across the frontage. This proposed development is meant to spark investment, little by little, in the Original Mile. Requiring sidewalks with this application will make it that much easier for future connections and will be a start in updating this infrastructure within the Original Mile.

As this re-plat meets the subdivision regulations and the approved SPUD zoning, staff recommends approval of the Replat of Lot 6, Block 5 of the Pine Addition subject to these comments.

As mentioned previously in this report, this project has already been seen in public meetings including Original Mile Reinvestment Committee meetings and City Council during the RFP approval process. It has been through many reviews already and is now ready to be implemented so development can begin. Staff recommends approval of this requested replat.

**Action Required:** Approve or reject the Replat of Lot 6, Block 5 of the Pine Addition located on the property as noted herein, subject to the staff comments and found in the April 23, 2019 agenda packet and made a part of PC-1991 file.

A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a prominent initial "B" and a long, sweeping underline.

Billy Harless,  
Community Development Director  
KG



OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Real Property Construction, LLC, hereby certifies that it is the owner of and the only persons, firm or corporation having any right, title, or interest in and to Lot 6 in Block 5 as shown on the annexed plat of Pine Addition, an addition to the City of Midwest City, being a part of the Northwest Quarter (NW/4), Section 10, Township 11 North, Range 2 West of the Indian Meridian in 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 Replat of Lot 15 in Block 21, Speckman Heights Addition, an addition to the City of Midwest City, Oklahoma County, Oklahoma.

The undersigned does hereby further certify that it 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 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. All common areas and private drainage easements including channels and detention ponds are the responsibility of the Homeowner's Association to maintain.

The Owner's Restrictive Covenants and Limitations for the development of this addition are set out on typewritten sheets of paper and will be subsequently filed separately.

In witness whereof the undersigned has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Real Property Construction, L.L.C.
an OKLAHOMA LIMITED LIABILITY COMPANY

MANAGER

STATE OF OKLAHOMA )
) SS
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared to me known to be the identical person who subscribed, as Real Property Construction L.L.C., 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 corporation.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Real Property Construction, LLC, an OKLAHOMA LIMITED LIABILITY COMPANY, hereby certifies that it is the owner of and the only persons, firm or corporation having any right, title, or interest in and to the land shown on the annexed plat of Replat of Lot 6 in Block 5 of Pine Addition, an addition to the City of Midwest City, being a part of the Northeast Quarter (NE/4), Section 10, Township 11 North, Range 2 West of the Indian Meridian in 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 Replat of Lot 6 in Block 5 of Pine Addition, an addition to the City of Midwest City, Oklahoma County, Oklahoma.

The undersigned does hereby further certify that it 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 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. All common areas and private drainage easements including channels and detention ponds are the responsibility of the Homeowner's Association to maintain.

The Owner's Restrictive Covenants and Limitations for the development of this addition are set out on typewritten sheets of paper and will be subsequently filed separately.

In witness whereof the undersigned has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Real Property Construction, L.L.C.
an OKLAHOMA LIMITED LIABILITY COMPANY

MANAGER

STATE OF OKLAHOMA )
) SS
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared to me known to be the identical person who subscribed, as L.L.C., 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 corporation.

BONDED ABSTRACTOR'S CERTIFICATE

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Oklahoma County and the State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of Replat of Lot 6 in Block 5 of SPine Addition, an addition to the City of Midwest City, Oklahoma, is vested in Real Property Construction, L.L.C., an OKLAHOMA LIMITED LIABILITY COMPANY, and on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 owners thereof, that the taxes are paid for the year of 2018 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 of record.

ATTEST

In witness whereof, said Bonded Abstractor has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: Assistant Secretary
By: Vice President

STATE OF OKLAHOMA )
) SS
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_ to me known to be the identical person who executed as vice president the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: \_\_\_\_\_

Notary Public

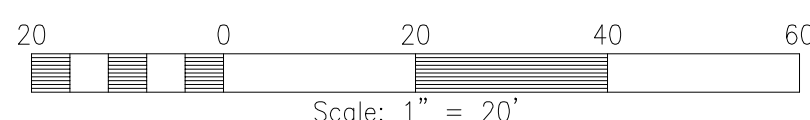
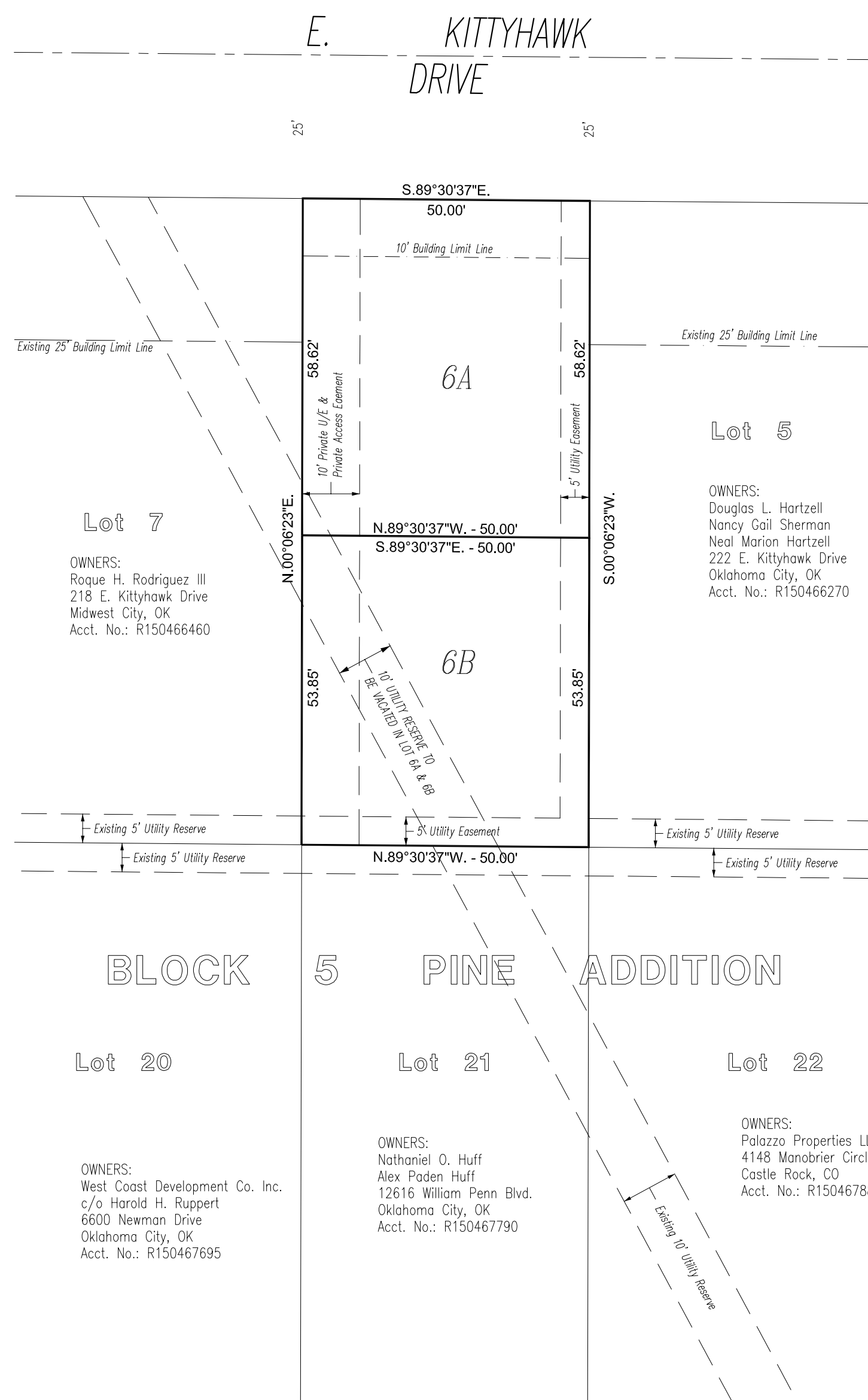
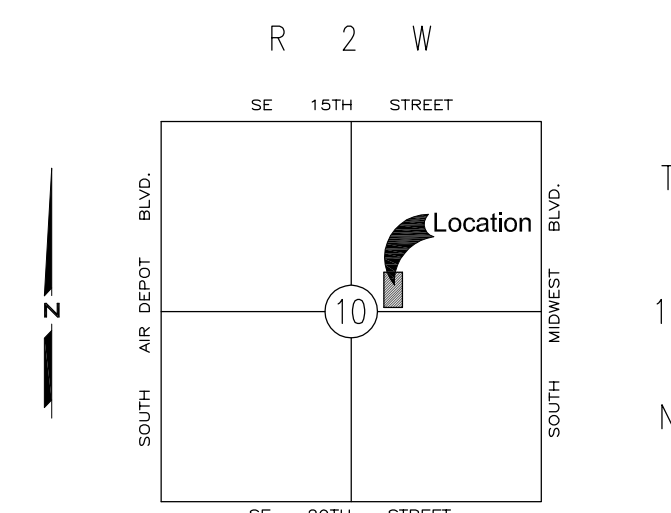
CERTIFICATE OF CITY CLERK

I, \_\_\_\_\_, City Clerk of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured instalments upon special assessments have been paid in full and that there are no special assessment procedures now pending against the land shown on the re-plot of Lot 6 in Block 5 of Pine Addition, an addition to the City of Midwest City, Oklahoma.

Signed by the City Clerk on this \_\_\_\_\_ day \_\_\_\_\_, 2019.

City Clerk

Replat of Lot 6 in Block 5
Pine Addition
Midwest City, Oklahoma County, Oklahoma



The basis for the bearings shown on the above annexed Replat, are based upon the North Line of Block 5 of Pine Addition, an addition to Midwest City, Oklahoma County, Oklahoma, being a N.89°30'37\"/>

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, James S. Yager, do hereby certify that I am by Profession a Land Surveyor, and the re-plot of Lot 15 in Block 21 of Speckman Heights Addition, an addition to the City of Midwest City, Oklahoma, consisting of one (1) sheet, represents a survey made under my supervision on the 1st day of November, 2018.

I further certify that said re-plot 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 Licensure 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.

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

James S. Yager, Licensed Professional
Land Surveyor Number 1006
CA Number 2778 Expires: 6-30-2019
1212 South Air Depot Number 19 Suite 102
Midwest City, Oklahoma 73110
Telephone: 405 - 737 - 3412

STATE OF OKLAHOMA )
) SS
COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared James S. Yager to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for he uses and purposes therein set forth.

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

My Commission Expires: \_\_\_\_\_

Notary Public

COUNTY TREASURER'S CERTIFICATE

I, \_\_\_\_\_, do hereby certify that I am the duly elected, qualified and sworn County Treasurer of Oklahoma County, Oklahoma, that the tax records of said county show that all taxes for the year 2018 and prior years are paid on the annexed plat of Replat of Lot 6 in Block 5 of Pine Addition, an addition to the City of Midwest City, Oklahoma, and that the required statutory security has been deposited in the offices of the County Treasurer guaranteeing payment for the current year's taxes.

In witness whereof said County Treasurer has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

County Treasurer

CERTIFICATE OF PLANNING COMMISSION

I, \_\_\_\_\_, Director of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission duly approved the re-plot of Lot 6 in Block 5 of Pine Addition, an addition to the City of Midwest City, Oklahoma, at a meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Director

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the Council of the City of Midwest City, that the re-plot of Lot 6 in Block 5 of Pine Addition, an addition to the City of Midwest City, Oklahoma County, Oklahoma, is hereby approved and the dedications shown hereon are hereby approved and accepted.

ADOPTED by the Council of the City of Midwest City, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED by the Mayor of the City of Midwest City, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST

City Clerk

Mayor

LEGAL DESCRIPTION OF LOTS

Lot 6A

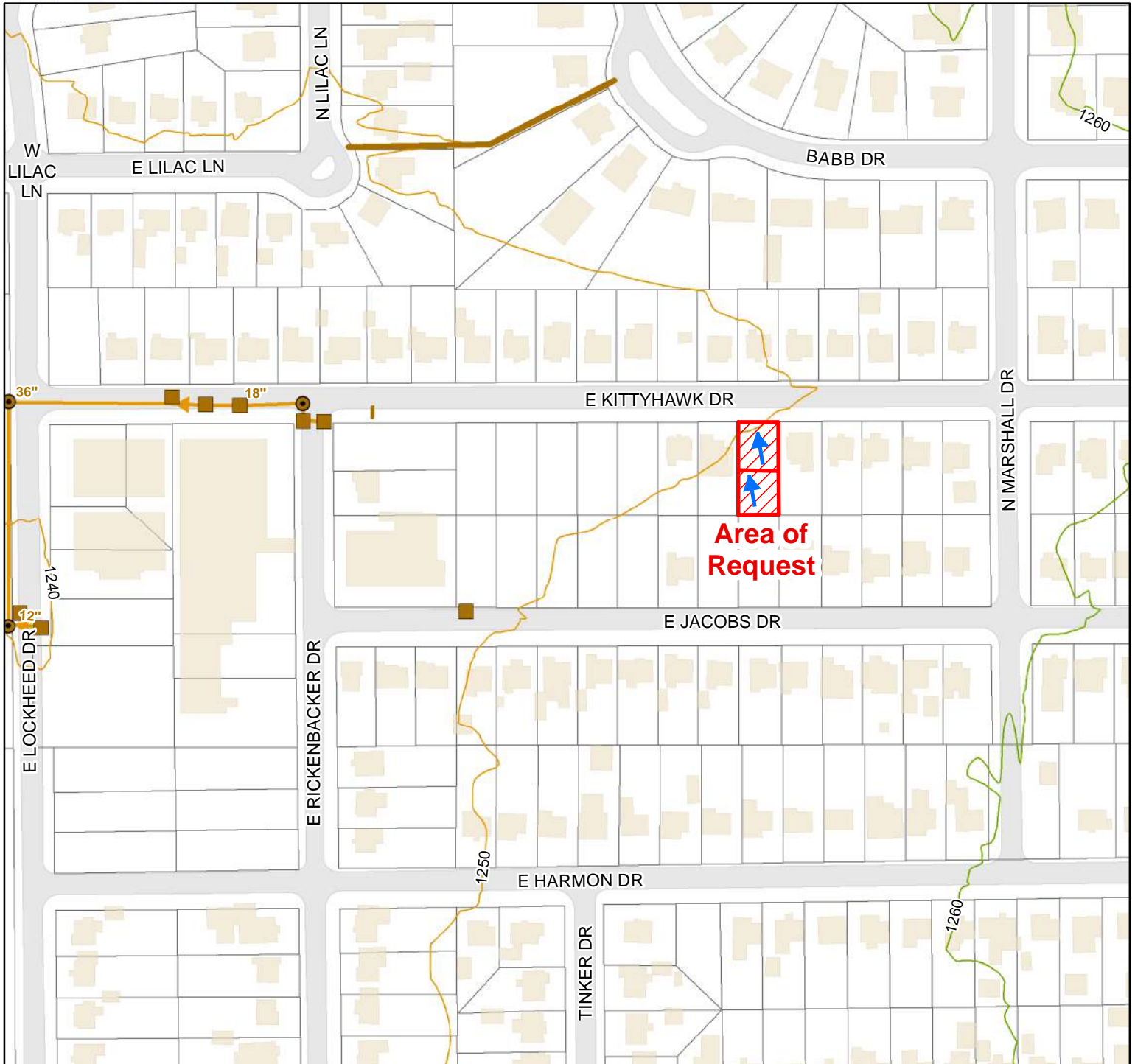
A part of Lot 6 in Block 5 of Pine Addition, an addition to Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows: Beginning at the Northwest Corner of said Lot 6, thence S.89°30'37\"/>

Lot 6B

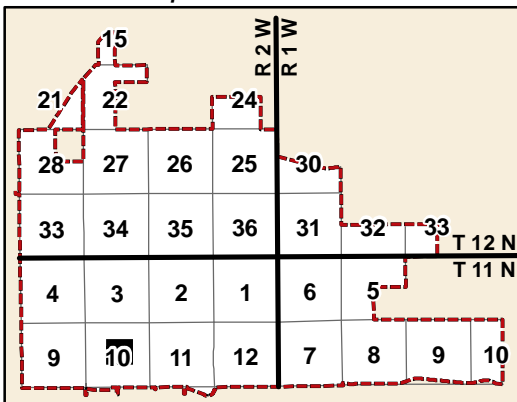
A part of Lot 6 in Block 5 of Pine Addition, an addition to Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows: Beginning at the Southeast Corner of said Lot 6, thence N.89°30'37\"/>

Seal area containing OWNER'S NOTARY SEAL, ABSTRACTOR'S SEAL, SURVEYOR'S SEAL (James S. Yager), CITY SEAL, and COUNTY TREASURER'S SEAL.

Notary seal for James S. Yager, Licensed Professional Land Surveyor, Certificate of Authorization Number 2778 Expires: 30 June 2019.



Locator Map



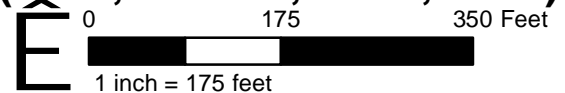
- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

**2009 FEMA Floodplains**

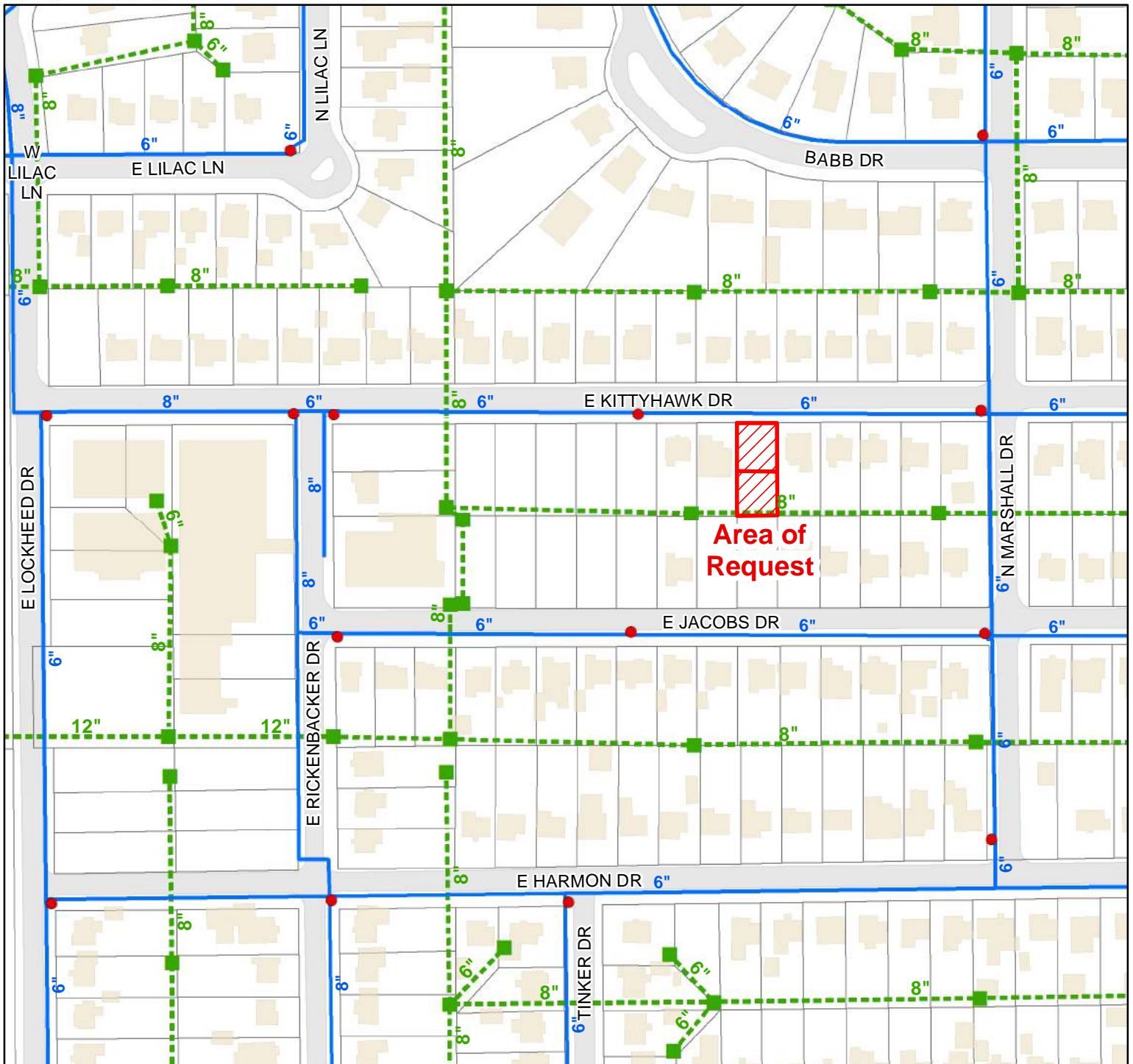
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

**DRAINAGE LOCATION MAP FOR PC-1991**

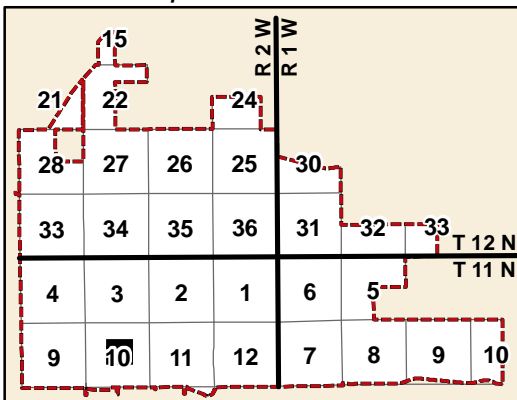
(NE/4, Sec. 10, T11N, R2W)



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Locator Map

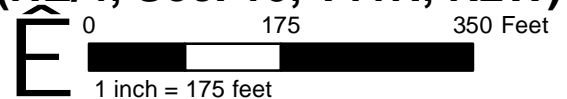


**Water/Sewer Legend**

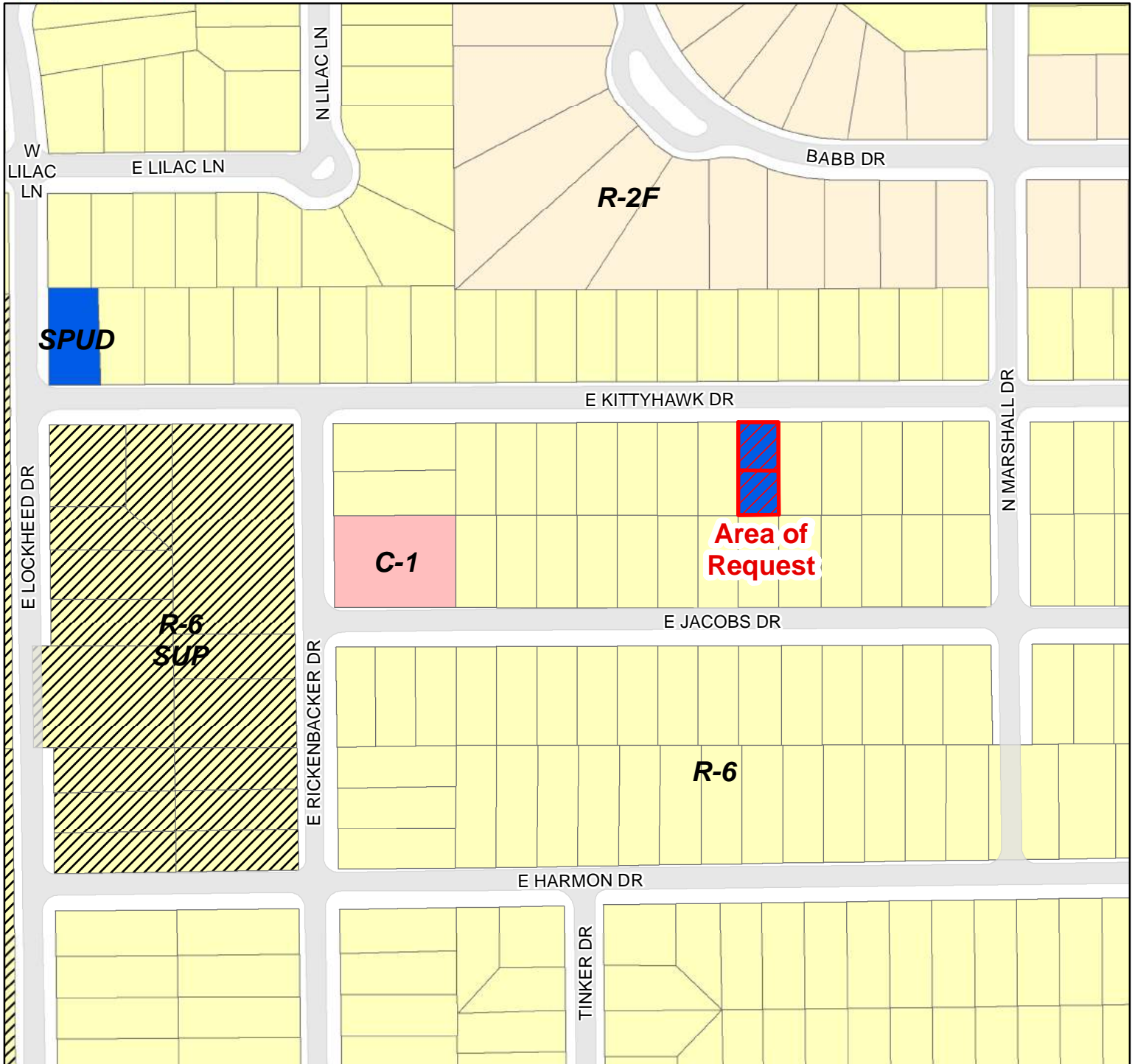
- Fire Hydrants
- Water Lines**
- Distribution
- Well
- OKC Cross Country
- Sooner Utilities
- Thunderbird
- Unknown
- Sewer Manholes**
- Sewer Manholes
- Sewer Lines

**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-1991**

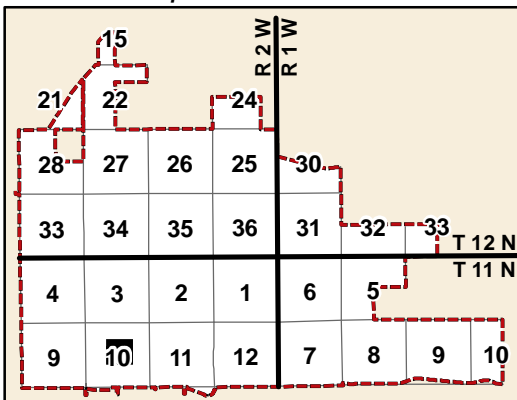
(NE/4, Sec. 10, T11N, R2W)



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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

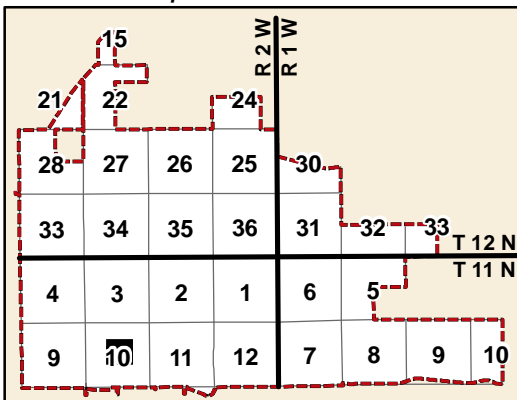
**ZONING MAP FOR  
PC-1991  
(NE/4, Sec. 10, T11N, R2W)**



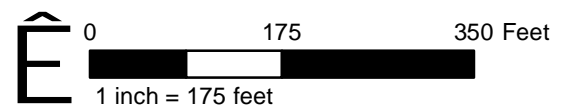
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Locator Map



**2017 DOP (AERIAL) VIEW FOR  
PC-1991  
(NE/4, Sec. 10, 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  
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:** April 23, 2019

**Subject:** (PC – 1990) Discussion and consideration of approval of the proposed preliminary plat of Cassidy Cove Section III, described as a part of the NW/4 of Section 1, T11N, R2W, located at 500 and 600 Davidson Road.

After careful consideration and discussion amongst staff, we are requesting this item be continued until the May 14<sup>th</sup> regularly scheduled Council Meeting. This would give the City's consulting engineer, Johnson and Associates, a chance to review this item for compliance with the Midwest City Subdivision Ordinance Section 6 Subdivision Standards and 6.3 Drainage and Environmental Standards.

**Action Required:** Action is at the discretion of the Council.

Billy Harless, AICP  
Community Development Director



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

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING 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 City Council

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

**Date:** April 23, 2019

**Subject:** (PC – 1990) Discussion and consideration of approval of the proposed preliminary plat of Cassidy Cove Section III, described as a part of the NW/4 of Section 1, T11N, R2W, located at 500 and 600 Davidson Road.

**Executive Summary:** This item is a request to subdivide a single parcel into twenty-five (25) individual parcels for single family development. Access to the subdivision will be via Davidson Road. The applicant is proposing water and sewer line extensions to serve all of the lots. The area of request is currently zoned R-6, Single Family Detached Residential. No variances to any of the requirements of the Zoning Ordinance for development in the R-6 district will be allowed within this development. The Park Land Review Committee recommended approval of a fee to be paid in lieu of park land dedication. Tree preservation will be required with this subdivision. The applicant has requested a waiver to the prohibition of lots backing onto a local street as two lots and a

small portion of another lot back onto Davidson Road. Staff recommends approval of the Cassidy Cove Section III Preliminary Plat and the requested waiver.



**Dates of Hearing:** Planning Commission – April 2, 2019  
City Council – April 23, 2019

**Council Ward:** Ward 2, Pat Byrne

**Owner/Applicant:** Jim Campbell

**Engineer:** Jon Doyle, Cedar Creek

**Proposed Use:** Twenty-five (25) single family residential lots

**Size:**

The area of request has a frontage along Davidson Road of approximately 660 ft. and contains an area of approximately 9.76 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 and East – single family residences

**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 subject to staff comments on April 2, 2019.

**Engineer's Comments:**

Section 38-18 in the Subdivision Regulations requires all existing and proposed utility lines and public improvements be reflected on the preliminary plat and submitted on a preliminary utility site plan. Note that the proposed public utility line installations required with this application are shown on the plat, must be constructed and will be dedicated to the city prior to the final plat application.

Water Supply and Distribution

An eight (8) inch public water main is located in the west right of way of Davidson Road extending to the northwest corner of the area of request.

The applicant has proposed the extension of that public water main south and east, bisecting the site, providing service to all of the proposed lots.

Extension of the water supply to serve this property is required as outlined in Municipal Code 43-32.

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



#### Sanitary Sewer Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated utility easement extending along the east side of the area of request. Also, an eight (8) inch public sewer main is located in a dedicated utility easement that passes through the northern half of the area of request.

The applicant has proposed constructing a public sewer main south, bisecting the site, providing service to all of the proposed lots.

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

#### Streets and Sidewalks

Access to the area of request is available from Davidson Road. Davidson Road is classified as a local street in the 2008 Comprehensive Plan. Davidson Road is a two (2) lane, 20-foot wide, uncurbed, asphalt concrete roadway. Current code requires a total, half street right-of-way width from center line of twenty five (25) feet for local roads and presently, Davidson Road has twenty five (25) feet of right-of-way adjacent to and parallel to the west side of the area of request.

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

Davidson Road is uncurbed and does not meet city's standards for a local street. As per Section 38-45, half street improvements along the frontage of Davidson Road will be completed prior to the final plat application. The applicant proposes to construct a public local street, Allison Way, with sidewalks to service the area of request.

Improvement plans for the street and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

The comprehensive plan dictates the connection of internal streets within the square mile sections that are designated as future collector roads. The thoroughfare plan does not designate Davidson Road or S.E. 6th Street as potential collector roads in the plan. The subdivision plan also requires the connection of roads in a proposed subdivision if the proposal contains fifty or more proposed lots. This application falls below that threshold at twenty five lots. The applicant proposes to construct a public local street that is a cul de sac with one point of ingress / egress. A midpoint bulb out is also proposed to benefit fire engine maneuverability in the subdivision.

#### Drainage and Flood Control, Wetlands, and Sediment Control

Drainage to the area of request is from the north and the east, travelling to the south via both overland flow from the east and through a concrete channel from the north. Currently, the area of request is undeveloped.

The concrete channel from the north drains the previous Cassidy Cove subdivision. The drainage from the east is the S.E. 4th and S.E. 6th Street Additions and the undeveloped area adjacent to Saint Paul Avenue. These two runoffs combine on this property and make their way south to a concrete channel located in the Three Oaks Addition.

The applicant has proposed a large, high capacity detention pond that has multiple barrels releasing water into the same creek that drains to Three Oaks. The current creek runs at a flow rate of roughly 645 c.f.s. as is. The proposed detention improvement will reduce the runoff into the creek to 583 c.f.s. The accompanying drainage map shows the improvement would reduce the flow rate to Three Oaks Addition by approximately 10%.

The proposed detention facility will be built at the meeting point of the two creeks entering the proposed subdivision. This creates the opportunity to slow down water at the point it is currently combining to continue south to Three Oaks. It is an optimal point to achieve a slowdown of the creeks. The pond will be a benefit to the area's drainage.

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.

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

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

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

#### Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the preliminary plat and will be dedicated to the city when the final plat is filed.

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

#### **Fire Marshal's Comments:**

The Fire Department has reviewed this preliminary plat. 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 create 25 single family residential lots. The area of request is zoned R-6, Single Family Detached Residential. If this proposed subdivision is approved, all development will be required to meet the regulations for the R-6 district as stated in the Zoning Ordinance. These regulations include:

- At least 70% of the dwelling units within the development must adhere to section 5.15 of the Zoning Ordinance pertaining to single-family driveways and garages
- The exterior of each home must be constructed of a minimum of 85% masonry materials, 100% facing the street
- 25' front setback, 20' rear setback, 7' side setbacks
- 40% maximum building coverage
- Minimum 5:12 roof pitch

One new curb-cut along Davidson Road will provide access to the area of request. As this subdivision is creating less than 50 lots, a secondary point of access is not required.

The Park Land Review Committee met on March 8, 2019 to review the proposed subdivision. As the subdivision is anticipated to generate far less than 2,500 new residents, the code does allow the applicant to pay a fee in lieu of a park land dedication. The applicant requested the fee in lieu option and the committee voted to approve the request. The fee will be determined by staff and the applicant as required by code and paid prior to application for the final plat.

Section 38-53.4 of the 2012 Midwest City Subdivision Regulations requires the applicant to submit a Tree Canopy Management Plan with the preliminary plat application. The applicant has provided this plan. The Subdivision Regulations allow developers to preserve trees with two (2) options. The first option is standard compliance wherein the applicant may only remove trees from proposed street right-of-ways, proposed utility easements and proposed areas for site features required by the Subdivision Regulations. The second option allows the developer to create a cluster development, preserving trees in designated open spaces. The applicant has chosen to pursue the first option, standard compliance. Under this requirement of the code, the applicant may only remove trees from the proposed right-of-ways, easements, and areas of site features. All other trees on the lot must remain through the entire platting process.

The applicant has requested a waiver to Section 38-48.6(B), Lot Orientation Restrictions which states that lots are prohibited from backing to Local Streets. In the design of this subdivision, lots 9, 10 and a small portion of lot 8, block 2 back onto Davidson Road, a local street. The applicant chose to move forward with this design to accommodate the necessary size of the detention area. Davidson Road is not a high traffic road and this particular portion of Davidson only provides access to two (2) residential properties and dead-ends at the end of this proposed subdivision. The applicant's letter requesting the waiver is included in this report. For these reasons, staff recommends approval of this request.

Since this preliminary plat meets the subdivision regulations, staff recommends approval of the preliminary plat of Cassidy Cove Section III subject to these comments.

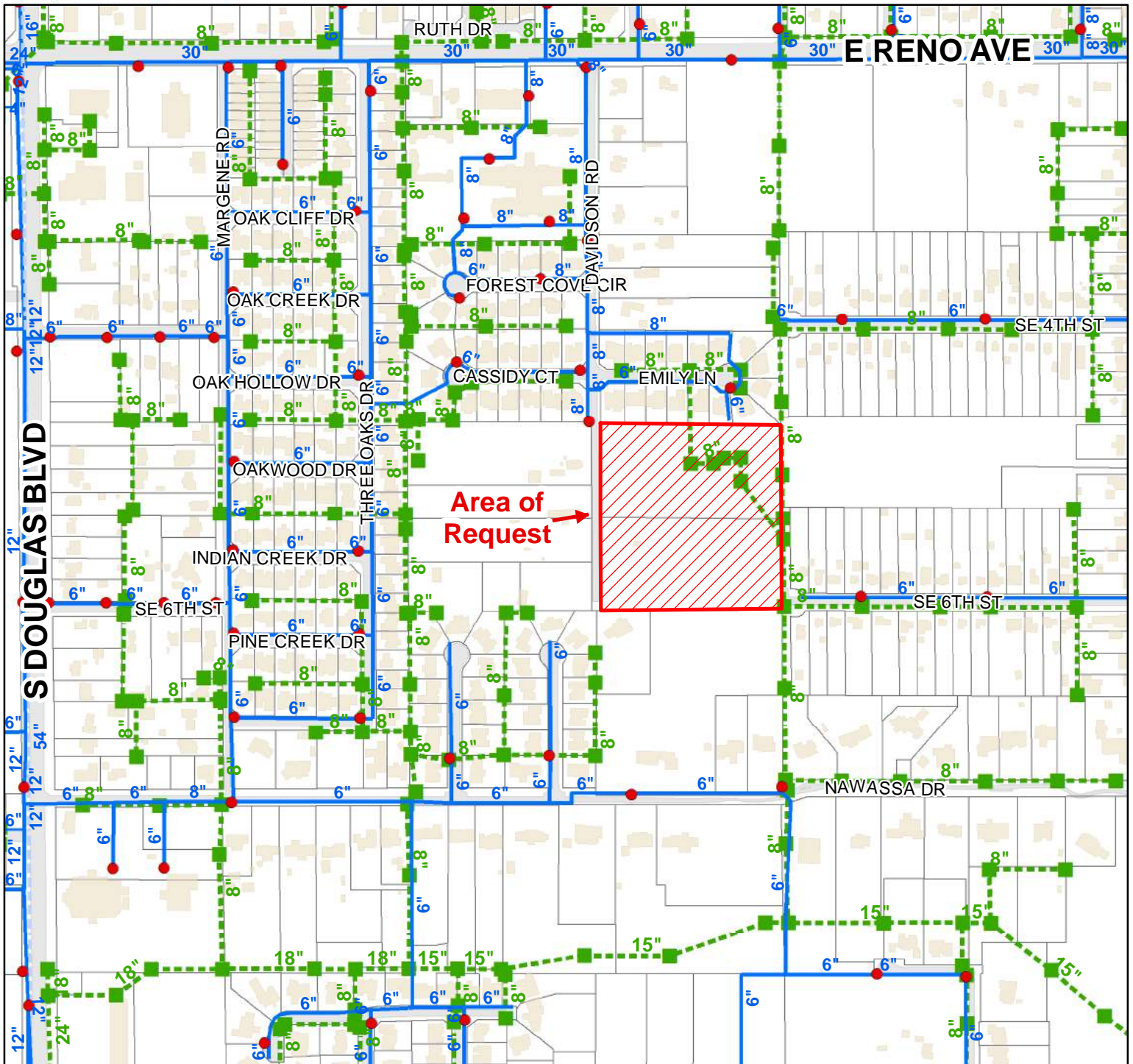
April 23, 2019

**Action Required:** Approve or reject the preliminary plat of Cassidy Cove Section III located on the property as noted herein, subject to the staff comments and found in the April 23, 2019 agenda packet and made a part of PC- 1990 file.

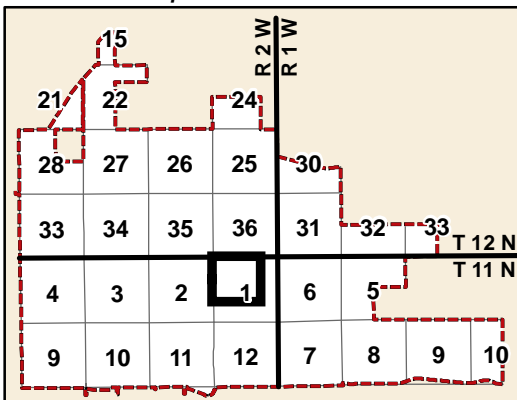
A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless, AICP  
Community Development Director

KG



Locator Map



Water/Sewer Legend

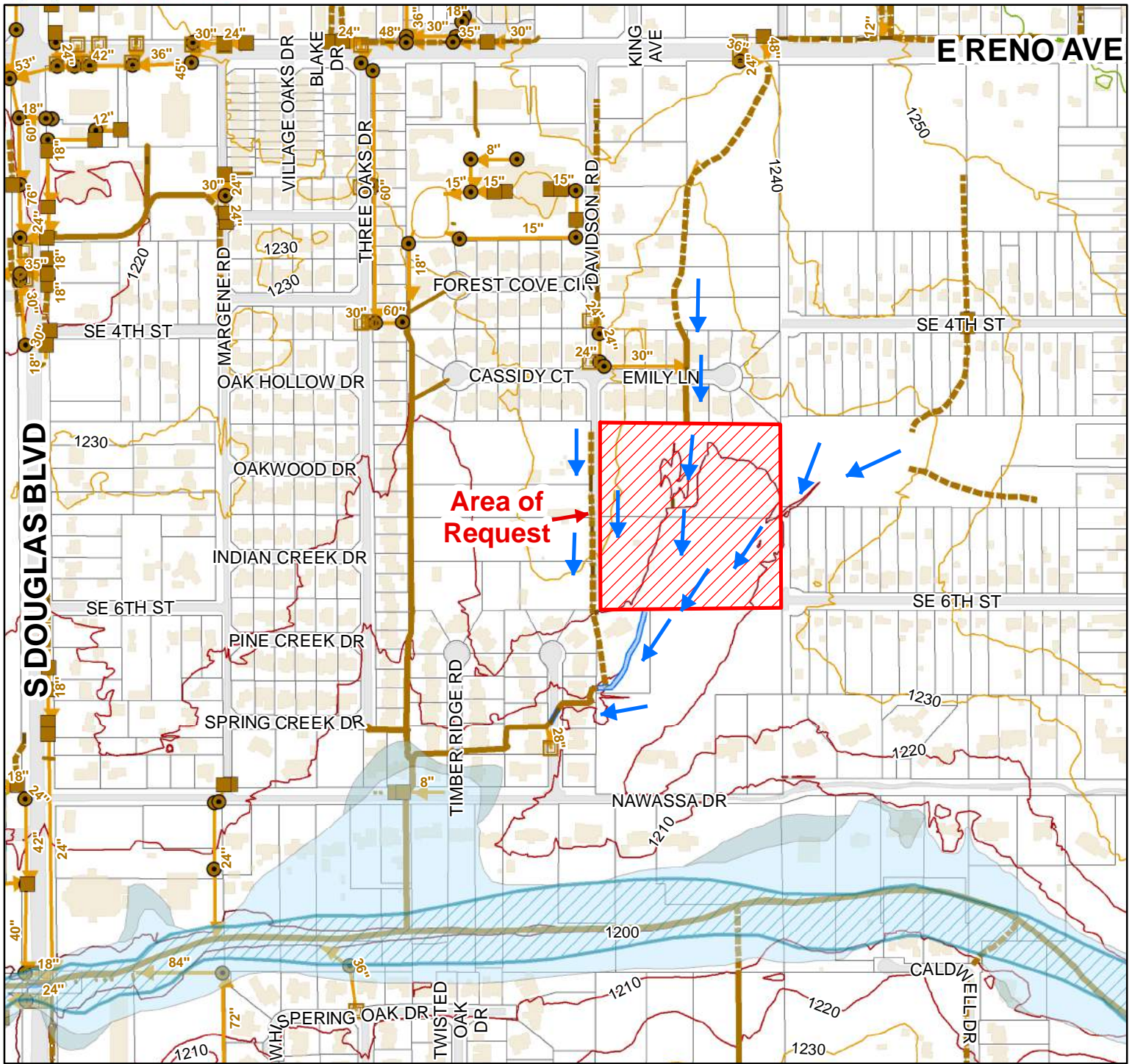
- ( ) Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - - - OKC Cross Country
  - - - Sooner Utilities
  - - - Thunderbird
  - - - Unknown
- " Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-1990  
(NW/4, Sec. 1, T11N, R2W)**

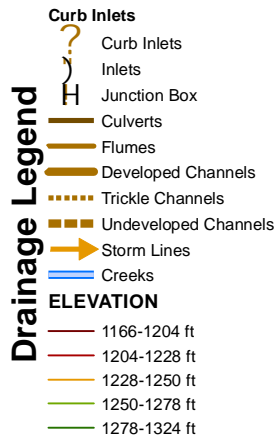
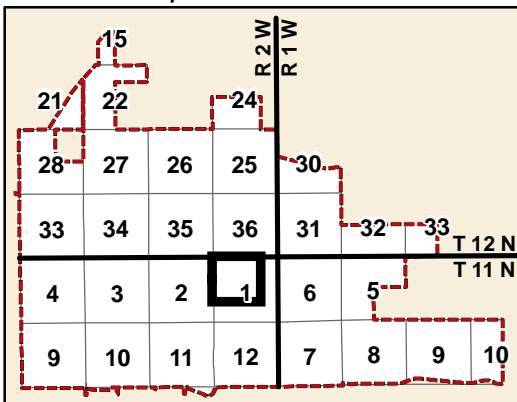
0 500 1,000 Feet

1 inch = 500 feet

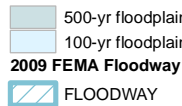
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Locator Map



2009 FEMA Floodplains

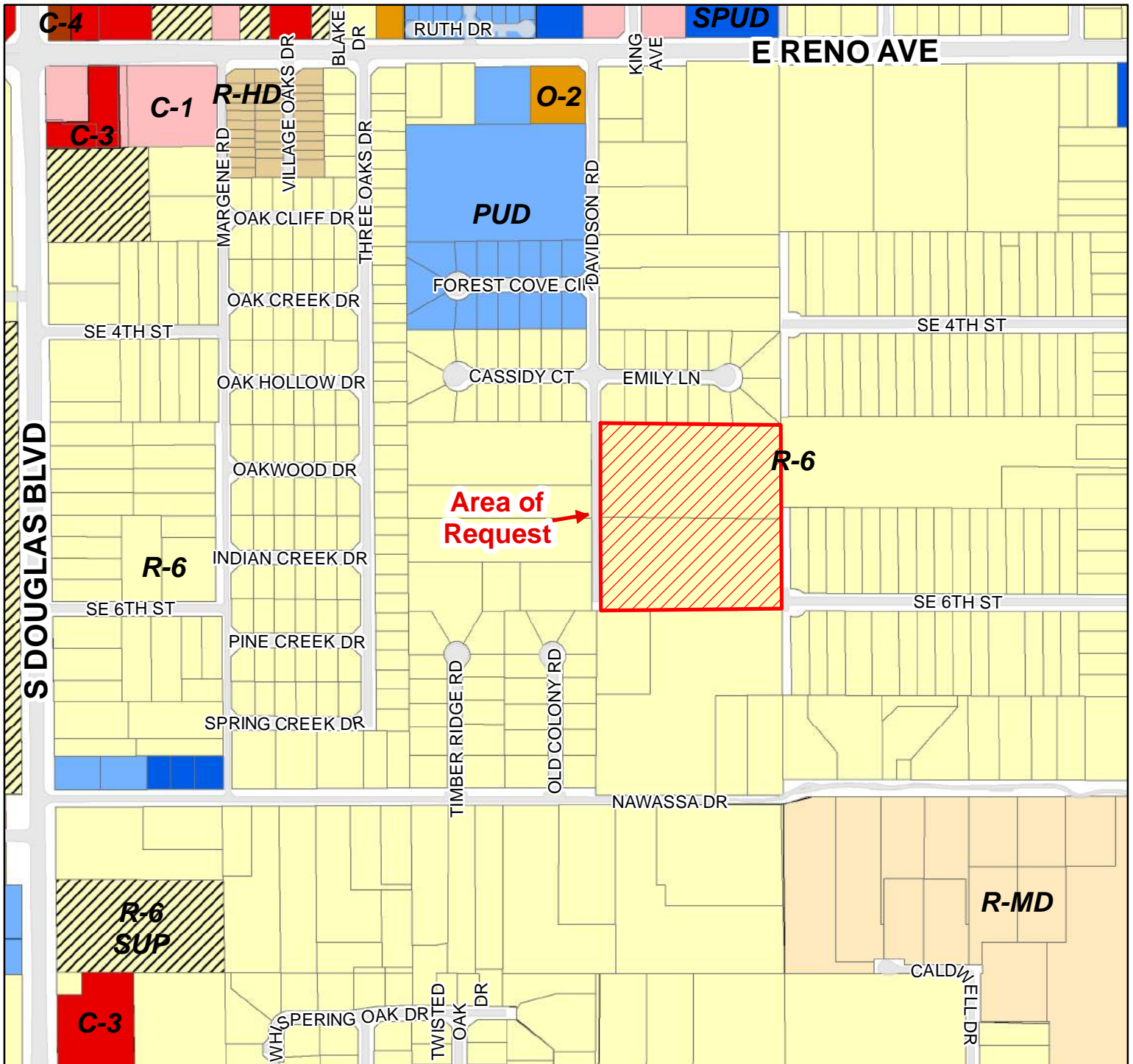


**DRAINAGE  
LOCATION MAP FOR  
PC-1990**

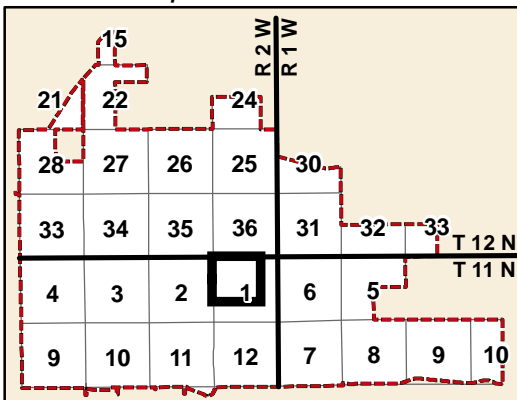
(NW/4, Sec. 1, T11N, R2W)



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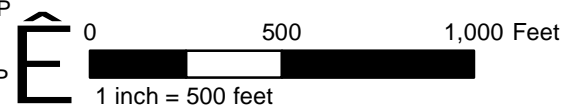
Locator Map



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-1990  
(NW/4, Sec. 1, T11N, R2W)**



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JCH Development  
P.O. Box 30706  
Midwest City, OK 73130  
Phone: 405.739.0760

March 13, 2019

City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110

RE: Request to waiver Section 38-48.6 (B)

To Whom it May Concern,

JCH Development requests a waiver of Section 38-48.6 (B) for the proposed Cassidy Cove, Section 3 Addition.

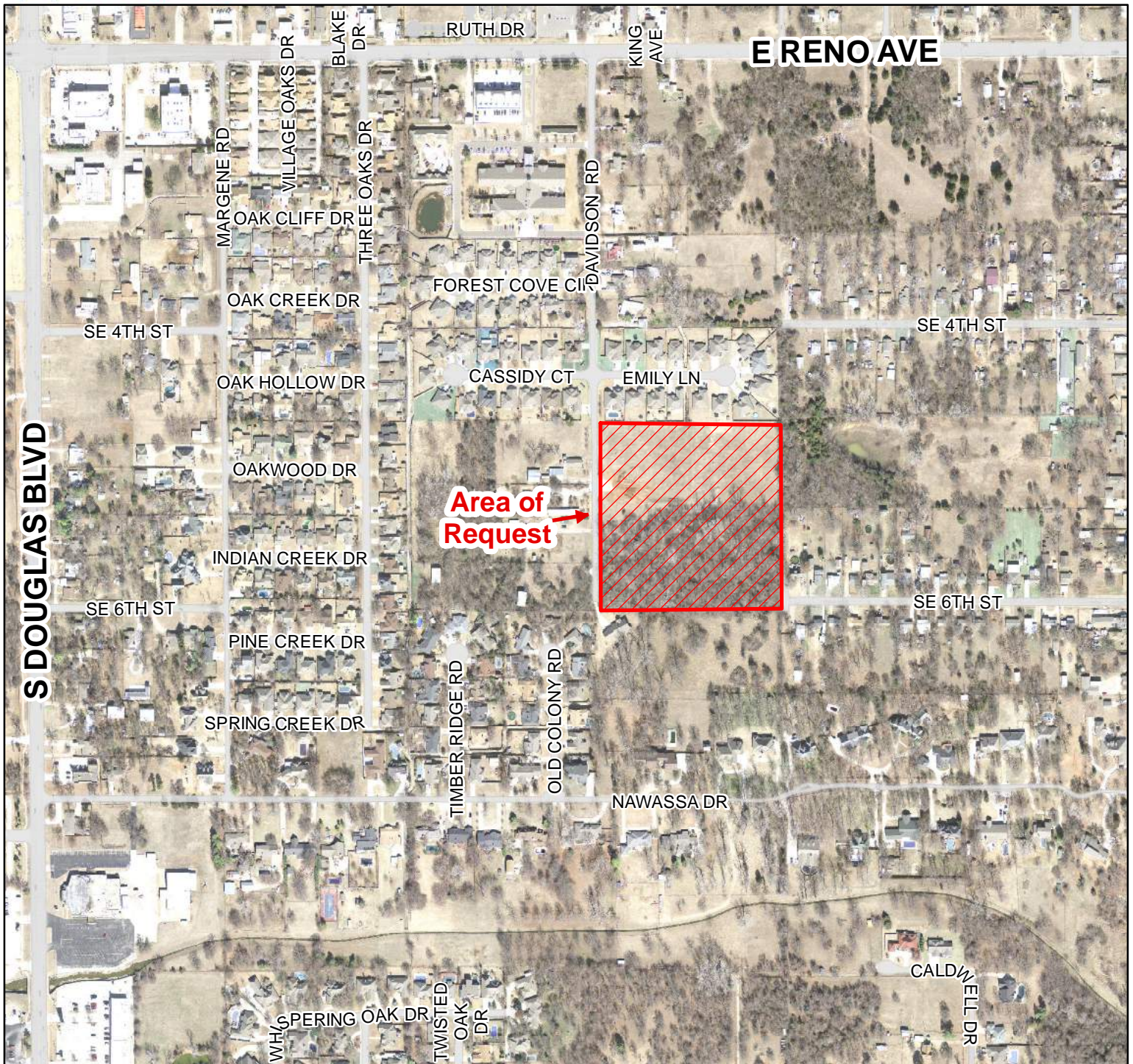
Section 38-48.6 (B) states that lots are prohibited from backing to local streets. This configuration is necessary to accommodate the size of the detention area. Only 2 lots outside of this proposed subdivision derive access from this part of Davidson. Only 2 lots back onto Davidson. Back fences will observe the same building line as Lot 1- Block 1, and Lot 1- Block 2 at the subdivision entry.

Thank you,

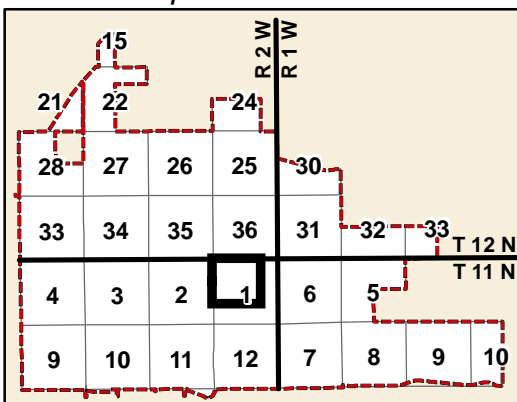
A handwritten signature in black ink, appearing to read "Jim Campbell", with a long, sweeping flourish extending to the right.

Jim Campbell  
JCH Development

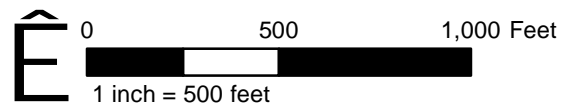




Locator Map



**2017 DOP (AERIAL) VIEW FOR  
PC-1990  
(NW/4, Sec. 1, T11N, R2W)**



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# PRELIMINARY PLAT OF CASSIDY COVE SECTION 3

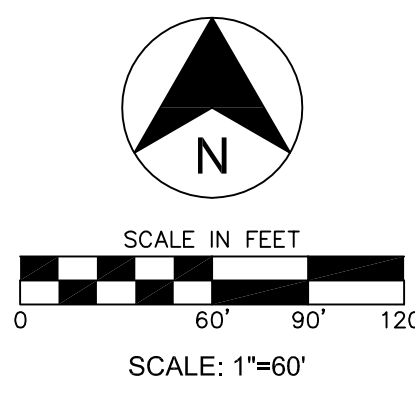
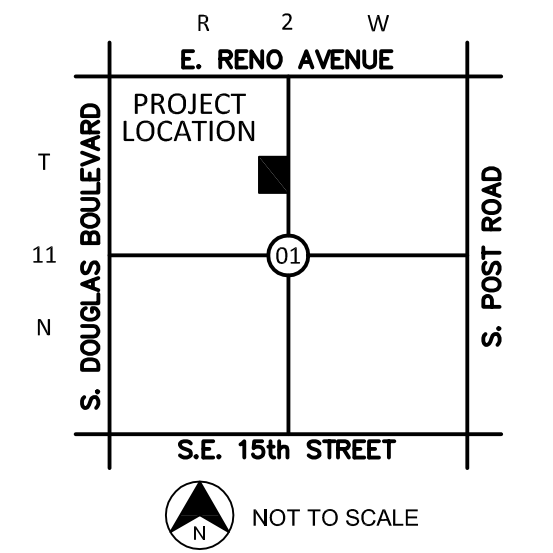
A PART OF THE NW/4 OF SECTION 01, T11N, R2W, I.M.  
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

LEGAL DESCRIPTION:  
PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION ONE (1), TOWNSHIP ELEVEN (11) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF GOVERNMENT LOT THREE (3) OF SAID SECTION ONE (1); THENCE S00°00'50"E ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION ONE (1), A DISTANCE OF 660.13 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING S00°00'50" E ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION ONE (1), A DISTANCE OF 328.50';  
THENCE N89°36'28"W A DISTANCE OF 631.26' TO A POINT 25.00' EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE/4) OF GOVERNMENT LOT 3;  
THENCE N00°06'47"W A DISTANCE OF 25.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER (SE/4) OF GOVERNMENT LOT THREE (3) A DISTANCE OF 329.93';  
THENCE S89°39'36"E A DISTANCE OF 631.83' TO THE POINT OF BEGINNING.

AND

THE SOUTH HALF (S/2) OF THE SOUTHEAST QUARTER (SE/4) OF LOT THREE (3) OF SECTION ONE (1), TOWNSHIP ELEVEN (11) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, AS SHOWN BY THE GOVERNMENT PLAT THEREOF.

CONTAINING 425,135.76 SQUARE FEET OR 9.76 ACRES, MORE OR LESS.



BASIS OF BEARING: AN ASSUMED BEARING OF N00°28'29" W AS THE WEST LINE OF SE/4 OF GOVERNMENT LOT 3, PER STATE PLANE GRID.

OWNER/SUBDIVIDER:  
JCH DEVELOPMENT LLC  
P.O. BOX 30706  
MIDWEST CITY, OK 73140  
405-739-0760

SURVEYOR:  
GOLDEN LAND SURVEYING  
920 N.W. 139TH PKWY  
OKLAHOMA CITY, OK 73013  
405-802-7883

ENGINEER:  
CEDAR CREEK ENGINEERING  
P.O. BOX 14534  
OKLAHOMA CITY, OK 73113  
405-778-3385

### LEGEND

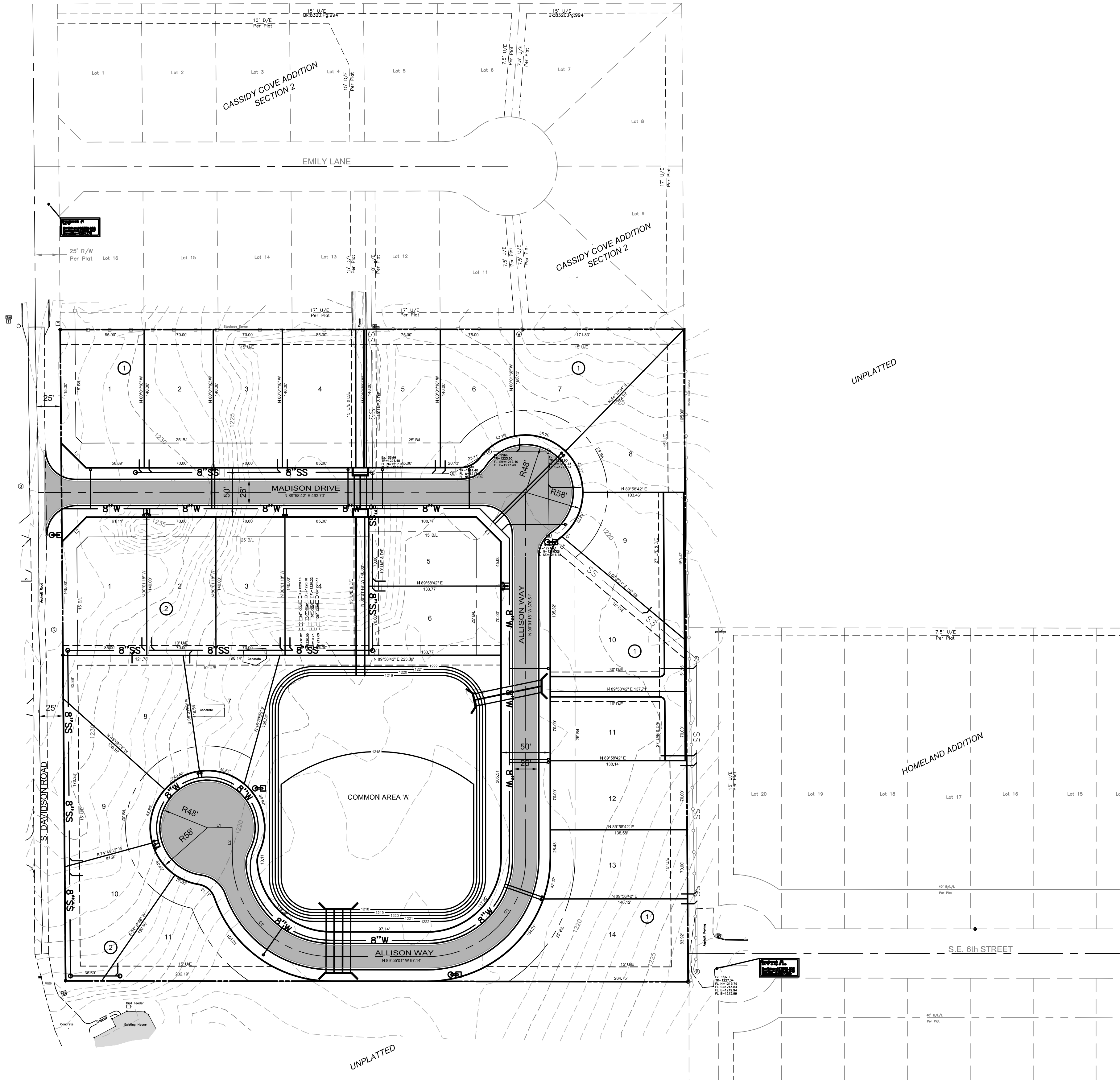
	BOUNDARY LINE		EX. POWER POLE
	RIGHT OF WAY LINE		PROP. POWER POLE
	EASEMENT LINE		EX. TELEPHONE PED.
	EXISTING CONCRETE CURB AND GUTTER		EX. TELEPHONE MANHOLE
	PROPOSED CONCRETE CURB AND GUTTER		PROP. WATER METER
	PROPOSED FIRE LANE STRIPING		EX. TRAFFIC SIGNAL LIGHT
	OVERHEAD ELECTRIC		EX. TRAFFIC CONTROL BOX
	UNDERGROUND ELECTRIC		EX. FLAG POLE
	GAS LINE		EX. YARD LIGHT
	UNDERGROUND TELEPHONE		EX. GREASE TRAP
	UNDERGROUND FIBER OPTIC		EX. ELECT. METER
	SANITARY SEWER		PROP. ELECT. METER
	WATERLINE		EX. AIR CONDITIONER
	BENCHMARK		EX. SIGNAGE
	FIRE HYDRANT		EX. LIGHT POLE
	EX. WATER VALVE		PROP. LIGHT POLE
	EX. WATER METER PIT		EX. BOLLARD
	EX. WATER METER		PROP. INLETS (SEE GRADING PLAN FOR TYPE)
	EX. SPRINKLER VALVE		VERTICAL SEPARATION REQUIREMENT
	EX. AUTO SPRINKLER		
	EX. ELECT. PEDESTAL		
	EX. ELECT. TRANSFORMER		
	EX. ELECT. METER		
	PROP. ELECT. METER		
	EX. AIR CONDITIONER		
	EX. SIGNAGE		
	EX. LIGHT POLE		
	PROP. LIGHT POLE		
	EX. BOLLARD		

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	157.26'	100.00	N 00°06'16" W	N 45°01'50" E	141.55'
C2	156.11'	100.00	N 00°33'27" E	N 45°11'45" W	140.73'

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	3.56'	25.00	N 81°50'57" E	S 44°05'34" W	3.55'
C2	17.47'	25.00	N 49°57'40" E	S 19°59'52" W	17.12'

LINE #	LENGTH	DIRECTION
L1	25.00'	N 89°31'31" E
L2	31.48'	S 00°28'29" E

LINE #	LENGTH	DIRECTION
L1	35.49'	S 45°14'53" E
L2	35.22'	N 44°45'7" E
L3	35.36"	S 45°01'18" E



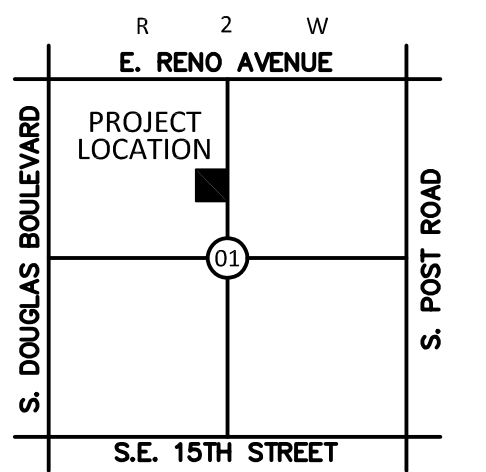
DRAINAGE AREA = 86.4 ACRES  
 INFLOW Q = 383.6 CFS

DRAINAGE AREA = 58.3 ACRES  
 INFLOW Q = 259.1 CFS

MULTIPLE PIPE DISCHARGE TO  
 SPREAD OUT WATER AND  
 ENERGY DISSIPATORS.  
 CURRENT FLOW = 643.2 CFS  
 PROPOSED FLOW = 662.1 CFS  
 DETENTION FLOW = 583.6 CFS  
 REDUCED FLOW = 78.5 CFS

# DRAINAGE PLAN

LOCATION MAP:



NOT TO SCALE

PROJECT:

**CASSIDY COVE**

MIDWEST CITY, OKLAHOMA

PROJECT NUMBER: 19013  
 DRAWING DATE: 02.25.19  
 ISSUE DATE: 02.25.19

SEAL:

SUBMITTAL:

**PRELIMINARY PLAT  
 SUBMITTAL**

REVISIONS:

MARK	DATE	DESCRIPTION

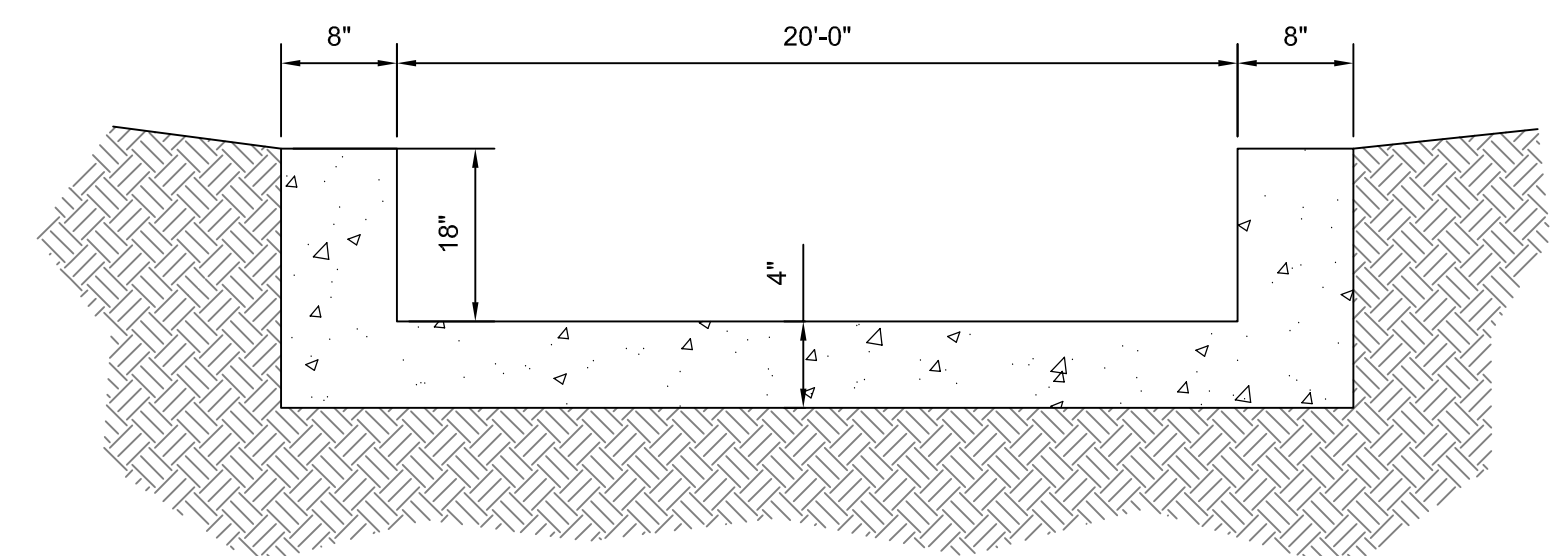
THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION AND CONSENT OF CEDAR CREEK CONSULTING INC. THIS SHEET IS NOT TO BE USED FOR CONSTRUCTION UNLESS THE ISSUE DATE IN THE TITLE BLOCK COINCIDES WITH OR POST DATES THE DRAWING DATE. ANY CHANGES MADE FROM THESE PLANS WITHOUT CONSENT OF CEDAR CREEK CONSULTING INC. ARE UNAUTHORIZED, AND SHALL RELIEVE CEDAR CREEK CONSULTING OF RESPONSIBILITY FOR ALL CONSEQUENCES ARISING OUT OF SUCH CHANGES.

DRAWING TITLE:

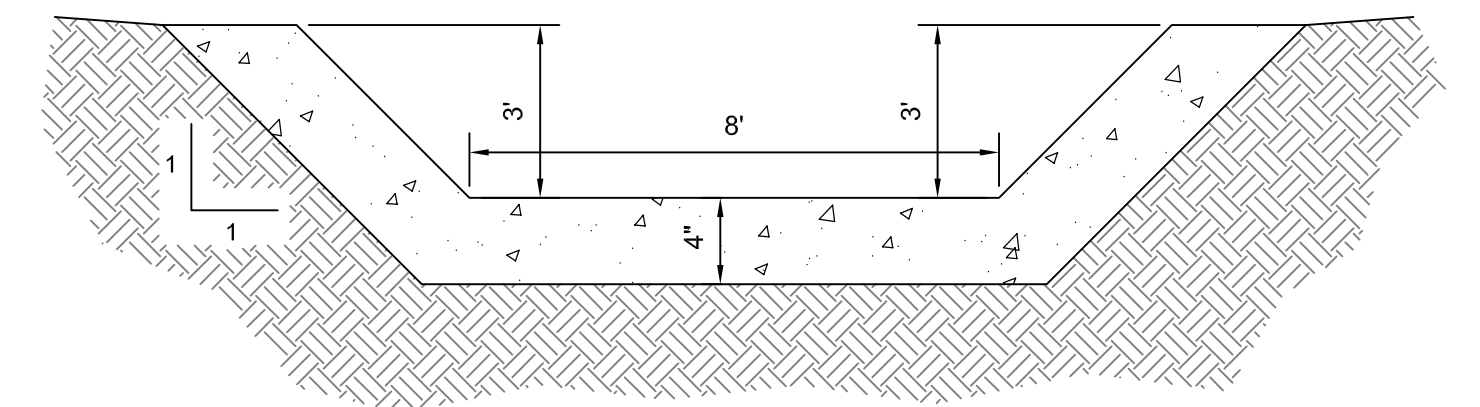
**DRAINAGE  
 MAP**

SHEET:

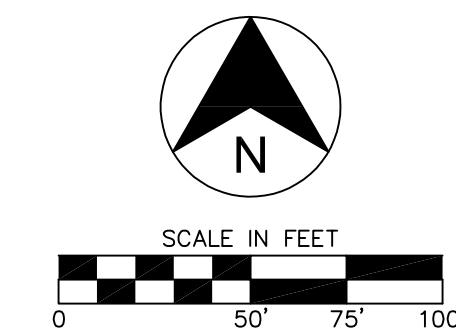
**C2.00**



**CONCRETE FLUME W/ CURB DETAIL**  
 NOT TO SCALE



**CONCRETE CHANNEL DETAIL**  
 NOT TO SCALE



# Drainage Calculations

FOR

**Cassidy Cove, Section 3  
Midwest City, Oklahoma**

Prepared by:

**Cedar Creek Consulting, Inc**

PO Box 14534

Oklahoma City, OK 73113

Phone: 405-778-3385

CCC Job #19013

**February 26, 2019**





## DRAINAGE BASIN PEAK RUNOFF CALCULATION SPREADSHEET

**PROJECT NAME:** Caesdy Cove Section 3  
**DESCRIPTION:** Historic **DATE:** 2/28/2018  
**OFFICE PROJECT NUMBER:** 18013.0 **DESIGNER:** jd  
**STATE PROJECT NUMBER:** **SPREADSHEET FILE NAME:** drainage calc  
**OKLAHOMA CLIMATE ZONE:** 2  
**DRAINAGE BASIN, in acres:** 161.7000  
**AVERAGE SLOPE OF THE DRAINAGE BASIN, in foot/foot:** 0.0100

In order to determine an accurate runoff coefficient, a weighted average of the drainage basin will be made.

Future Anticipated Land use:	Percent of Total Area (%)	*Runoff Coefficient	Partial Area & Coefficient Product
Natural Grass:	8	0.5	7.2768
Pasture:	0	0.45	0
Cultivated:	0	0	0
Commercial:	0	0.9	0
Residential:	91	0.7	103.0029
Paved:	0	0.95	0
<b>**Percentage of Total Area:</b>	<b>100</b>	<b>Sum of Coefficient Products:</b>	<b>110.2794</b>

To calculate the Weighted "C" Coefficient, divide the Sum of Coefficient Products by the total Drainage Basin.

**WEIGHTED "C" COEFFICIENT TO BE USED: 0.68**

Land Use	Coefficient	Land Use	Coefficient
Downtown Business Areas	0.85 - 0.95	Streets, Drives and Walks	0.90 - 0.95
Neighborhood Business Areas	0.60 - 0.75	Lawns, Parks and Cemeteries	0.30 - 0.50
Residential Areas	0.55 - 0.70	Agricultural and Pasture Land	0.50 - 0.70
Industrial Areas	0.70 - 0.80	Woodlands and Timber	0.05 - 0.25

### A. Overland Flow:

Length of overland flow, L<sub>s</sub>, in feet: 1025 (As determined by survey, USGS mapping, aerial survey, etc.)  
 Overland average slope, S<sub>s</sub>, in feet: 0.034 (As determined by survey, USGS mapping, aerial survey, etc.)

If the overland flow path crosses different types of ground cover a weighted "K" factor must be calculated.

Ground Cover	Percent of Total Length (%)	K Factor	Partial Length & K Factor Product
Pavement:	0	0.372	0
Commercial:	0	0.445	0
Residential:	100	0.511	523.775
Rocky, Bare Soil:	0	0.604	0
Cultivated:	0	0.775	0
Timber, Thin Grass:	0	0.942	0
Average Pasture:	0	1.04	0
Tall Grass:	0	1.113	0
<b>**Percentage of Total Length:</b>	<b>100</b>	<b>Sum of "K" Factor Products:</b>	<b>523.775</b>

**WEIGHTED OVERLAND "K" FACTOR TO BE USED: 0.6110**

Therefore the time of concentration for the overland flow can be calculated from the equation:

$$T_o = K(L_s)^{0.37} / S_s^{0.2} \quad T_o = 13.06 \text{ minutes}$$

### B. Channel Flow:

Length of channel flow, L<sub>c</sub>, in feet: 3090.00 (As determined by survey, USGS mapping, aerial survey, etc.)  
 Channel average slope, S<sub>c</sub>, in feet: 0.0130 (As determined by survey, USGS mapping, aerial survey, etc.)  
 Channel condition "K" Factor: 0.0056

Channel Condition	"K" Factor	Channel Condition	"K" Factor
Straight, clean stream	0.00582	Meandering stream with pools	0.0102
Average stream, few obstructions	0.00835	V-Ditch	0.01252

The time of concentration for the Channel flow can be calculated from the equation:

$$T_c = K(L_c)^{0.77} / S_c^{0.385} \quad T_c = 15.30 \text{ minutes}$$

**TIME OF CONCENTRATION TO BE USED, TC = 28.36 minutes**

$$I = a / (TC + b)$$

	2 year	5 year	10 year	25 year	50 year	100 year
a =	104.333	79.655	67.535	101.482	98.825	102.769
b =	17.298	14.826	15.682	16.774	15.865	15.860
c =	0.935	0.825	0.611	0.858	0.775	0.769

Rainfall Intensity for the listed Event:	I <sub>2</sub> =	I <sub>5</sub> =	I <sub>10</sub> =	I <sub>25</sub> =	I <sub>50</sub> =	I <sub>100</sub> =
	2.93	3.56	4.04	4.71	5.24	5.76 in/hour

**Q = A x C x I**  
 A - Area in units of acres  
 C - Runoff coefficient of the drainage basin  
 I - Average historical rainfall intensity in units of inches/hour

<b>DRAINAGE BASIN RUNOFF FOR THE 100 YEAR RAINFALL EVENT:</b>	635.41 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 50 YEAR RAINFALL EVENT:</b>	577.34 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 25 YEAR RAINFALL EVENT:</b>	519.44 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 10 YEAR RAINFALL EVENT:</b>	445.99 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 5 YEAR RAINFALL EVENT:</b>	392.93 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 2 YEAR RAINFALL EVENT:</b>	323.21 cfs

## DRAINAGE BASIN PEAK RUNOFF CALCULATION SPREADSHEET

**PROJECT NAME:** Cassidy Cove Section 3  
**DESCRIPTION:** Developed **DATE:** 2/28/2019  
**OFFICE PROJECT NUMBER:** 19010.0 **DESIGNER:** ja  
**STATE PROJECT NUMBER:** **SPREADSHEET FILE NAME:** drainage calc  
**OKLAHOMA CLIMATE ZONE:** 2  
**DRAINAGE BASIN, in acres:** 181.7000  
**AVERAGE SLOPE OF THE DRAINAGE BASIN, in foot/foot:** 0.0100

In order to determine an accurate runoff coefficient, a weighted average of the drainage basin will be made.

Future Anticipated Land Use:	Percent of Total Area (%)	*Runoff Coefficient	Partial Area & Coefficient Product
Natural Grass:	0	0.6	0
Pasture:	0	0.45	0
Cultivated:	0	0	0
Commercial:	0	0.8	0
Residential:	100	0.7	113.18
Paved:	0	0.95	0
<b>**Percentage of Total Area:</b> 100			<b>Sum of Coefficient Products:</b> 113.18

To calculate the Weighted "C" Coefficient, divide the Sum of Coefficient Products by the total Drainage Basin.

**WEIGHTED "C" COEFFICIENT TO BE USED: 0.70**

Land Use	Coefficient	Land Use	Coefficient
Downtown Business Areas	0.85 - 0.95	Streets, Drives and Walks	0.90 - 0.95
Neighborhood Business Areas	0.80 - 0.75	Lawns, Parks and Cemeteries	0.30 - 0.50
Residential Areas	0.55 - 0.70	Agricultural and Pasture Land	0.50 - 0.70
Industrial Areas	0.70 - 0.80	Woodlands and Timber	0.05 - 0.25

**A. Overland Flow:**

Length of overland flow, L<sub>o</sub>, in feet: 1025 (As determined by survey, USGS mapping, aerial survey, etc.)  
 Overland average slope, S<sub>o</sub>, in feet: 0.034 (As determined by survey, USGS mapping, aerial survey, etc.)

If the overland flow path crosses different types of ground cover a weighted "K" factor must be calculated.

Ground Cover	Percent of Total Length (%)	K Factor	Partial Length & K Factor Product
Pavement:	0	0.372	0
Commercial:	0	0.445	0
Residential:	100	0.511	523.775
Rocky, Bare Soil:	0	0.804	0
Cultivated:	0	0.775	0
Timber, Thin Grass:	0	0.942	0
Average Pasture:	0	1.04	0
Tall Grass:	0	1.113	0
<b>**Percentage of Total Length:</b> 100			<b>Sum of "K" Factor Products:</b> 523.775

**WEIGHTED OVERLAND "K" FACTOR TO BE USED: 0.5110**

Therefore the time of concentration for the overland flow can be calculated from the equation:

$$T_o = K(L_o)^{0.37} / S_o^{0.2} \quad T_o = 13.06 \text{ minutes}$$

**B. Channel Flow:**

Length of channel flow, L<sub>c</sub>, in feet: 3080.00 (As determined by survey, USGS mapping, aerial survey, etc.)  
 Channel average slope, S<sub>c</sub>, in feet: 0.0130 (As determined by survey, USGS mapping, aerial survey, etc.)  
 Channel condition "K" Factor: 0.0058

Channel Condition	"K" Factor	Channel Condition	"K" Factor
Straight, clean stream	0.00592	Meandering stream with pools	0.0102
Average stream, few obstructions	0.00835	V-Ditch	0.01252

The time of concentration for the Channel flow can be calculated from the equation:

$$T_c = K'(L_c)^{0.77} / S_c^{0.585} \quad T_c = 15.30 \text{ minutes}$$

**TIME OF CONCENTRATION TO BE USED, TC = 28.36 minutes**

$$I = a / (TC + b)$$

	2 year	5 year	10 year	25 year	50 year	100 year
a =	104.333	79.855	67.535	101.462	88.925	102.769
b =	17.288	14.828	15.892	16.774	15.865	15.860
c =	0.935	0.825	0.811	0.806	0.775	0.760

Rainfall Intensity for the listed Event:	12 =	15 =	10 =	125 =	150 =	100 =
	2.93	3.56	4.04	4.71	5.24	5.76 in/hour

A - Area in units of acres

$$Q = A \times C \times I$$

C - Runoff coefficient of the drainage basin

I - Average historical rainfall intensity in units of inches/hour

<b>DRAINAGE BASIN RUNOFF FOR THE 100 YEAR RAINFALL EVENT:</b>	652.18 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 50 YEAR RAINFALL EVENT:</b>	593.09 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 25 YEAR RAINFALL EVENT:</b>	533.15 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 10 YEAR RAINFALL EVENT:</b>	457.76 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 5 YEAR RAINFALL EVENT:</b>	403.30 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 2 YEAR RAINFALL EVENT:</b>	331.74 cfs

**DRAINAGE BASIN PEAK RUNOFF CALCULATION SPREADSHEET**

PROJECT NAME: **Cassidy Cove Section 3**  
 DESCRIPTION: **East Basin** DATE: **2/26/2019**  
 OFFICE PROJECT NUMBER: **10010.0** DESIGNER: **jd**  
 STATE PROJECT NUMBER: \_\_\_\_\_ SPREADSHEET FILE NAME: **drainage calc**  
 OKLAHOMA CLIMATE ZONE: **2**  
 DRAINAGE BASIN, in acres: **58.3300**  
 AVERAGE SLOPE OF THE DRAINAGE BASIN, in foot/foot: **0.0100**

In order to determine an accurate runoff coefficient, a weighted average of the drainage basin will be made.

Future Anticipated Land use:	Percent of Total Area (%)	*Runoff Coefficient	Partial Area & Coefficient Product
Natural Grass:	0	0.5	0
Pasture:	0	0.45	0
Cultivated:	0	0	0
Commercial:	0	0.9	0
Residential:	100	0.7	40.631
Paved:	0	0.95	0
<b>**Percentage of Total Area:</b>	<b>100</b>	<b>Sum of Coefficient Products:</b>	<b>40.631</b>

To calculate the Weighted "C" Coefficient, divide the Sum of Coefficient Products by the total Drainage Basin.

**WEIGHTED "C" COEFFICIENT TO BE USED: 0.70**

Land Use	Coefficient	Land Use	Coefficient
Downtown Business Areas	0.85 - 0.95	Streets, Drives and Walks	0.90 - 0.95
Neighborhood Business Areas	0.60 - 0.75	Lawns, Parks and Cemeteries	0.30 - 0.50
Residential Areas	0.55 - 0.70	Agricultural and Pasture Land	0.50 - 0.70
Industrial Areas	0.70 - 0.80	Woodlands and Timber	0.05 - 0.25

**A. Overland Flow:**

Length of overland flow, L, in feet: **887** (As determined by survey, USGS mapping, aerial survey, etc.)  
 Overland average slope, S, in feet: **0.028** (As determined by survey, USGS mapping, aerial survey, etc.)

If the overland flow path crosses different types of ground cover a weighted "K" factor must be calculated.

Ground Cover	Percent of Total Length (%)	K Factor	Partial Length & K Factor Product
Pavement:	0	0.372	0
Commercial:	0	0.445	0
Residential:	100	0.511	453.257
Rocky, Bare Soil:	0	0.604	0
Cultivated:	0	0.775	0
Timber, Thin Grass:	0	0.942	0
Average Pasture:	0	1.04	0
Tall Grass:	0	1.113	0
<b>**Percentage of Total Length:</b>	<b>100</b>	<b>Sum of "K" Factor Products:</b>	<b>453.257</b>

**WEIGHTED OVERLAND "K" FACTOR TO BE USED: 0.5110**

Therefore the time of concentration for the overland flow can be calculated from the equation:

$$T_o = K(L)^{0.2} / S \quad T_o = 12.87 \text{ minutes}$$

**B. Channel Flow:**

Length of channel flow, L, in feet: **2320.00** (As determined by survey, USGS mapping, aerial survey, etc.)  
 Channel average slope, S, in feet: **0.0210** (As determined by survey, USGS mapping, aerial survey, etc.)  
 Channel condition "K" Factor: **0.0089**

Channel Condition	"K" Factor	Channel Condition	"K" Factor
Straight, clean stream	0.00592	Meandering stream with pools	0.0102
Average stream, few obstructions	0.00835	V-Ditch	0.01262

The time of concentration for the Channel flow can be calculated from the equation:

$$T_c = K(L)^{0.77} / S^{0.385} \quad T_c = 10.23 \text{ minutes}$$

**TIME OF CONCENTRATION TO BE USED, TC = 23.10 minutes**

$$I = a / (TC + b)$$

	2 year	5 year	10 year	25 year	50 year	100 year
a =	104.333	79.655	67.535	61.462	58.925	102.769
b =	17.298	14.828	16.882	16.774	15.865	15.660
c =	0.936	0.825	0.811	0.806	0.775	0.780

Rainfall Intensity for the listed Event:	12" =	15" =	19" =	125" =	150" =	190" =
	3.29	3.97	4.48	5.21	5.78	6.34 in/hour

**Q = A x C x I**  
 A - Area in units of acres  
 C - Runoff coefficient of the drainage basin  
 I - Average historical rainfall intensity in units of inches/hour

<b>DRAINAGE BASIN RUNOFF FOR THE 100 YEAR RAINFALL EVENT:</b>	<b>259.05 cfs</b>
<b>DRAINAGE BASIN RUNOFF FOR THE 50 YEAR RAINFALL EVENT:</b>	<b>235.03 cfs</b>
<b>DRAINAGE BASIN RUNOFF FOR THE 25 YEAR RAINFALL EVENT:</b>	<b>212.53 cfs</b>
<b>DRAINAGE BASIN RUNOFF FOR THE 10 YEAR RAINFALL EVENT:</b>	<b>182.99 cfs</b>
<b>DRAINAGE BASIN RUNOFF FOR THE 5 YEAR RAINFALL EVENT:</b>	<b>151.95 cfs</b>
<b>DRAINAGE BASIN RUNOFF FOR THE 2 YEAR RAINFALL EVENT:</b>	<b>134.18 cfs</b>



## DRAINAGE BASIN PEAK RUNOFF CALCULATION SPREADSHEET

**PROJECT NAME:** Cassidy Cove Section 3  
**DESCRIPTION:** Main Channel **DATE:** 2/28/2019  
**OFFICE PROJECT NUMBER:** 19013.0 **DESIGNER:** jd  
**STATE PROJECT NUMBER:** **SPREADSHEET FILE NAME:** drainage calc  
**OKLAHOMA CLIMATE ZONE:** 2  
**DRAINAGE BASIN, in acres:** 55.3700  
**AVERAGE SLOPE OF THE DRAINAGE BASIN, in foot/foot:** 0.0100

In order to determine an accurate runoff coefficient, a weighted average of the drainage basin will be made.

Future Anticipated Land use:	Percent of Total Area (%)	*Runoff Coefficient	Partial Area & Coefficient Product
Natural Grass:	0	0.5	0
Pasture:	0	0.48	0
Cultivated:	0	0	0
Commercial:	0	0.9	0
Residential:	100	0.7	60.458
Paved:	0	0.95	0
<b>**Percentage of Total Area:</b> 100			<b>Sum of Coefficient Products:</b> 60.458

To calculate the Weighted "C" Coefficient, divide the Sum of Coefficient Products by the total Drainage Basin.

**WEIGHTED "C" COEFFICIENT TO BE USED:** 0.70

Land Use	Coefficient	Land Use	Coefficient
Downtown Business Areas	0.85 - 0.95	Streets, Drives and Walks	0.90 - 0.95
Neighborhood Business Areas	0.80 - 0.75	Lawns, Parks and Cemeteries	0.30 - 0.50
Residential Areas	0.55 - 0.70	Agricultural and Pasture Land	0.50 - 0.70
Industrial Areas	0.70 - 0.80	Woodlands and Timber	0.05 - 0.25

### A. Overland Flow:

Length of overland flow,  $L_o$ , in feet: 857 (As determined by survey, USGS mapping, aerial survey, etc.)  
 Overland average slope,  $S_o$ , in feet: 0.028 (As determined by survey, USGS mapping, aerial survey, etc.)

If the overland flow path crosses different types of ground cover a weighted "K" factor must be calculated.

Ground Cover	Percent of Total Length (%)	K Factor	Partial Length & K Factor Product
Pavement:	0	0.372	0
Commercial:	0	0.445	0
Residential:	100	0.511	453.257
Rocky, Bare Soil:	0	0.604	0
Cultivated:	0	0.775	0
Timber, Thin Grass:	0	0.942	0
Average Pasture:	0	1.04	0
Tall Grass:	0	1.113	0
<b>**Percentage of Total Length:</b> 100			<b>Sum of "K" Factor Products:</b> 453.257

**WEIGHTED OVERLAND "K" FACTOR TO BE USED:** 0.5110

Therefore the time of concentration for the overland flow can be calculated from the equation:

$$T_o = K(L_o)^{0.37} / S_o^{0.2} \quad T_o = 12.87 \text{ minutes}$$

### B. Channel Flow:

Length of channel flow,  $L_c$ , in feet: 2320.00 (As determined by survey, USGS mapping, aerial survey, etc.)  
 Channel average slope,  $S_c$ , in feet: 0.0210 (As determined by survey, USGS mapping, aerial survey, etc.)  
 Channel condition "K" Factor: 0.0059

Channel Condition	"K" Factor	Channel Condition	"K" Factor
Straight, clean stream	0.00592	Meandering stream with pools	0.0102
Average stream, few obstructions	0.00835	V-Ditch	0.01252

The time of concentration for the Channel flow can be calculated from the equation:

$$T_c = K(L_c)^{0.77} / S_c^{0.385} \quad T_c = 10.23 \text{ minutes}$$

**TIME OF CONCENTRATION TO BE USED: TC = 23.10 minutes**

$$I = a / (TC + b)$$

	2 YEAR	5 YEAR	10 YEAR	25 YEAR	50 YEAR	100 YEAR
a =	104.333	79.655	67.535	101.482	98.925	102.769
b =	17.298	14.828	15.882	16.774	15.865	15.866
c =	0.935	0.825	0.811	0.806	0.775	0.769

Rainfall Intensity for the listed Event:	I <sub>2</sub> =	I <sub>5</sub> =	I <sub>10</sub> =	I <sub>25</sub> =	I <sub>50</sub> =	I <sub>100</sub> =
	3.29	3.97	4.48	5.21	5.78	6.34 in/hour

$Q = A \times C \times I$   
 A - Area in units of acres  
 C - Runoff coefficient of the drainage basin  
 I - Average historical rainfall intensity in units of inches/hour

<b>DRAINAGE BASIN RUNOFF FOR THE 100 YEAR RAINFALL EVENT:</b>	383.58 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 50 YEAR RAINFALL EVENT:</b>	349.49 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 25 YEAR RAINFALL EVENT:</b>	314.69 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 10 YEAR RAINFALL EVENT:</b>	270.96 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 5 YEAR RAINFALL EVENT:</b>	238.00 cfs
<b>DRAINAGE BASIN RUNOFF FOR THE 2 YEAR RAINFALL EVENT:</b>	198.89 cfs



Historic



Developed



Detention Pond



**19013 Pond**

Prepared by Windows User

Printed 2/26/2019

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**Area Listing (all nodes)**

<b>Area (acres)</b>	<b>C</b>	<b>Description (subcatchment-numbers)</b>
161.700	0.70	Fully Developed (3S)
161.700	0.68	Historic (1S)
<b>323.400</b>	<b>0.69</b>	<b>TOTAL AREA</b>

**19013 Pond***Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr*

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Time span=0.00-3.00 hrs, dt=0.01 hrs, 301 points

Runoff by Rational method, Rise/Fall=1.0/1.0 xTc

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment1S: Historic**

Runoff Area=161.700 ac 0.00% Impervious Runoff Depth=1.85"

Tc=28.4 min C=0.68 Runoff=643.20 cfs 24.961 af

**Subcatchment3S: Developed**

Runoff Area=161.700 ac 0.00% Impervious Runoff Depth=1.91"

Tc=28.4 min C=0.70 Runoff=662.12 cfs 25.696 af

**Pond 4P: Detention Pond**

Peak Elev=1,221.79' Storage=166,742 cf Inflow=662.12 cfs 25.696 af

96.0" x 48.0" Box Culvert x 3.00 n=0.013 L=65.0' S=0.0040 '/' Outflow=583.63 cfs 25.896 af

**Total Runoff Area = 323.400 ac Runoff Volume = 50.657 af Average Runoff Depth = 1.88"****100.00% Pervious = 323.400 ac 0.00% Impervious = 0.000 ac**

**19013 Pond**

Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr

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**Summary for Subcatchment 1S: Historic**

Runoff = 643.20 cfs @ 0.47 hrs, Volume= 24.961 af, Depth= 1.85"

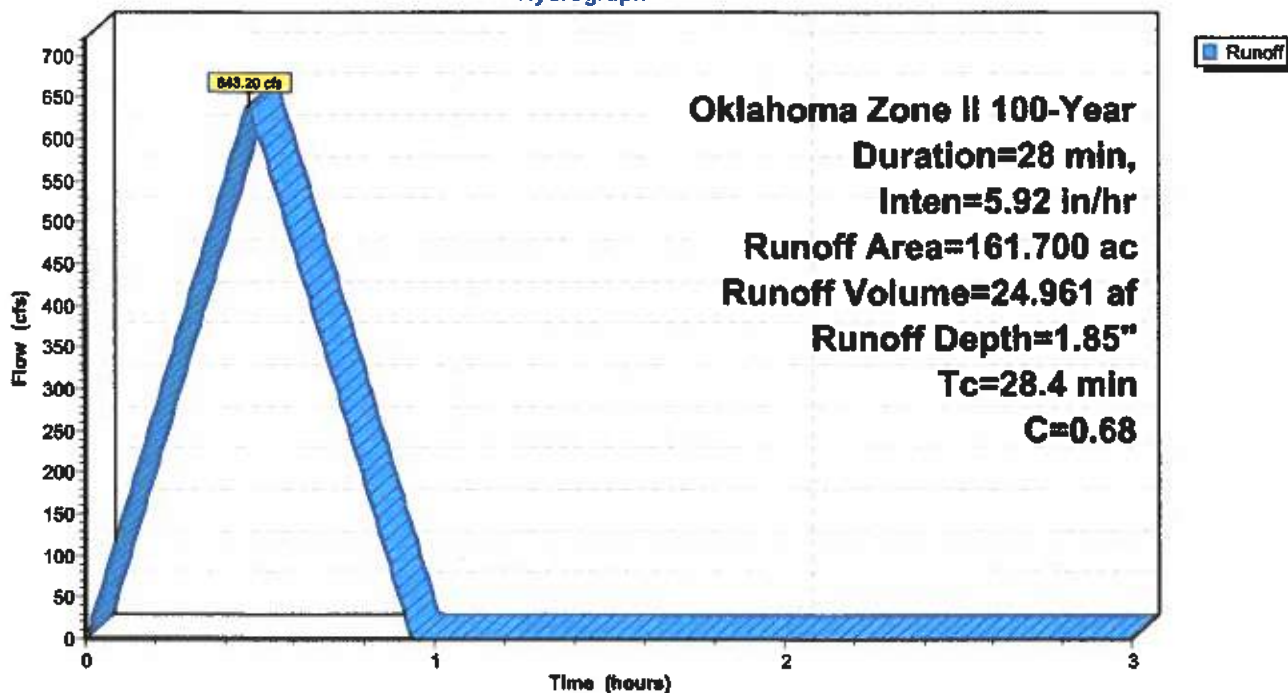
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs  
Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr

Area (ac)	C	Description
161.700	0.68	Historic
161.700		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.4					Direct Entry, Tc

**Subcatchment 1S: Historic**

Hydrograph



**19013 Pond**

Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr

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**Hydrograph for Subcatchment 1S: Historic**

Time (hours)	Runoff (cfs)	Time (hours)	Runoff (cfs)	Time (hours)	Runoff (cfs)
0.00	0.00	1.04	0.00	2.08	0.00
0.02	27.74	1.06	0.00	2.10	0.00
0.04	55.48	1.08	0.00	2.12	0.00
0.06	83.22	1.10	0.00	2.14	0.00
0.08	110.96	1.12	0.00	2.16	0.00
0.10	138.70	1.14	0.00	2.18	0.00
0.12	166.43	1.16	0.00	2.20	0.00
0.14	194.17	1.18	0.00	2.22	0.00
0.16	221.91	1.20	0.00	2.24	0.00
0.18	249.65	1.22	0.00	2.26	0.00
0.20	277.39	1.24	0.00	2.28	0.00
0.22	305.13	1.26	0.00	2.30	0.00
0.24	332.87	1.28	0.00	2.32	0.00
0.26	360.61	1.30	0.00	2.34	0.00
0.28	388.35	1.32	0.00	2.36	0.00
0.30	416.09	1.34	0.00	2.38	0.00
0.32	443.83	1.36	0.00	2.40	0.00
0.34	471.56	1.38	0.00	2.42	0.00
0.36	499.30	1.40	0.00	2.44	0.00
0.38	527.04	1.42	0.00	2.46	0.00
0.40	554.78	1.44	0.00	2.48	0.00
0.42	582.52	1.46	0.00	2.50	0.00
0.44	610.26	1.48	0.00	2.52	0.00
0.46	<b>638.00</b>	1.50	0.00	2.54	0.00
0.48	<b>628.75</b>	1.52	0.00	2.56	0.00
0.50	601.01	1.54	0.00	2.58	0.00
0.52	573.27	1.56	0.00	2.60	0.00
0.54	545.54	1.58	0.00	2.62	0.00
0.56	517.80	1.60	0.00	2.64	0.00
0.58	490.06	1.62	0.00	2.66	0.00
0.60	462.32	1.64	0.00	2.68	0.00
0.62	434.58	1.66	0.00	2.70	0.00
0.64	406.84	1.68	0.00	2.72	0.00
0.66	379.10	1.70	0.00	2.74	0.00
0.68	351.36	1.72	0.00	2.76	0.00
0.70	323.62	1.74	0.00	2.78	0.00
0.72	295.88	1.76	0.00	2.80	0.00
0.74	268.14	1.78	0.00	2.82	0.00
0.76	240.41	1.80	0.00	2.84	0.00
0.78	212.67	1.82	0.00	2.86	0.00
0.80	184.93	1.84	0.00	2.88	0.00
0.82	157.19	1.86	0.00	2.90	0.00
0.84	129.45	1.88	0.00	2.92	0.00
0.86	101.71	1.90	0.00	2.94	0.00
0.88	73.97	1.92	0.00	2.96	0.00
0.90	46.23	1.94	0.00	2.98	0.00
0.92	18.49	1.96	0.00	3.00	0.00
0.94	0.00	1.98	0.00		
0.96	0.00	2.00	0.00		
0.98	0.00	2.02	0.00		
1.00	0.00	2.04	0.00		
1.02	0.00	2.06	0.00		

**19013 Pond**

Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr

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**Summary for Subcatchment 3S: Developed**

Runoff = 662.12 cfs @ 0.47 hrs, Volume= 25.696 af, Depth= 1.91"

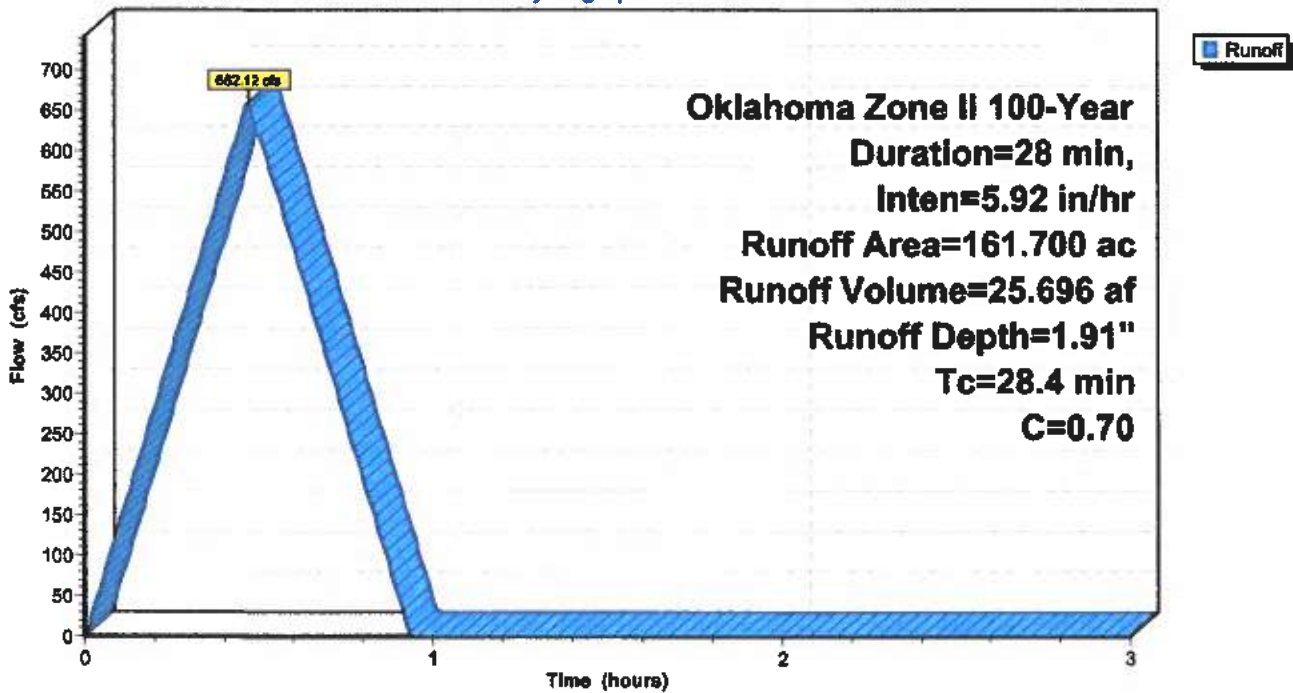
Runoff by Rational method, Rise/Fall=1.0/1.0 xTc, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs  
Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr

Area (ac)	C	Description
161.700	0.70	Fully Developed
161.700		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.4					Direct Entry, Tc

**Subcatchment 3S: Developed**

Hydrograph



**19013 Pond***Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr*

Prepared by Windows User

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**Hydrograph for Subcatchment 3S: Developed**

Time (hours)	Runoff (cfs)	Time (hours)	Runoff (cfs)	Time (hours)	Runoff (cfs)
0.00	0.00	1.04	0.00	2.08	0.00
0.02	28.55	1.06	0.00	2.10	0.00
0.04	57.11	1.08	0.00	2.12	0.00
0.06	85.66	1.10	0.00	2.14	0.00
0.08	114.22	1.12	0.00	2.16	0.00
0.10	142.77	1.14	0.00	2.18	0.00
0.12	171.33	1.16	0.00	2.20	0.00
0.14	199.88	1.18	0.00	2.22	0.00
0.16	228.44	1.20	0.00	2.24	0.00
0.18	256.99	1.22	0.00	2.26	0.00
0.20	285.55	1.24	0.00	2.28	0.00
0.22	314.10	1.26	0.00	2.30	0.00
0.24	342.66	1.28	0.00	2.32	0.00
0.26	371.21	1.30	0.00	2.34	0.00
0.28	399.77	1.32	0.00	2.36	0.00
0.30	428.32	1.34	0.00	2.38	0.00
0.32	456.88	1.36	0.00	2.40	0.00
0.34	485.43	1.38	0.00	2.42	0.00
0.36	513.99	1.40	0.00	2.44	0.00
0.38	542.54	1.42	0.00	2.46	0.00
0.40	571.10	1.44	0.00	2.48	0.00
0.42	599.65	1.46	0.00	2.50	0.00
0.44	628.21	1.48	0.00	2.52	0.00
0.46	<b>656.76</b>	1.50	0.00	2.54	0.00
0.48	<b>647.25</b>	1.52	0.00	2.56	0.00
0.50	618.69	1.54	0.00	2.58	0.00
0.52	590.14	1.56	0.00	2.60	0.00
0.54	561.58	1.58	0.00	2.62	0.00
0.56	533.03	1.60	0.00	2.64	0.00
0.58	504.47	1.62	0.00	2.66	0.00
0.60	475.92	1.64	0.00	2.68	0.00
0.62	447.36	1.66	0.00	2.70	0.00
0.64	418.81	1.68	0.00	2.72	0.00
0.66	390.25	1.70	0.00	2.74	0.00
0.68	361.70	1.72	0.00	2.76	0.00
0.70	333.14	1.74	0.00	2.78	0.00
0.72	304.59	1.76	0.00	2.80	0.00
0.74	276.03	1.78	0.00	2.82	0.00
0.76	247.48	1.80	0.00	2.84	0.00
0.78	218.92	1.82	0.00	2.86	0.00
0.80	190.37	1.84	0.00	2.88	0.00
0.82	161.81	1.86	0.00	2.90	0.00
0.84	133.26	1.88	0.00	2.92	0.00
0.86	104.70	1.90	0.00	2.94	0.00
0.88	76.15	1.92	0.00	2.96	0.00
0.90	47.59	1.94	0.00	2.98	0.00
0.92	19.04	1.96	0.00	3.00	0.00
0.94	0.00	1.98	0.00		
0.96	0.00	2.00	0.00		
0.98	0.00	2.02	0.00		
1.00	0.00	2.04	0.00		
1.02	0.00	2.06	0.00		



**19013 Pond**

Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr

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**Summary for Pond 4P: Detention Pond**

Inflow Area = 161.700 ac, 0.00% Impervious, Inflow Depth = 1.91" for 100-Year event  
 Inflow = 662.12 cfs @ 0.47 hrs, Volume= 25.696 af  
 Outflow = 583.63 cfs @ 0.52 hrs, Volume= 25.696 af, Atten= 12%, Lag= 3.4 min  
 Primary = 583.63 cfs @ 0.52 hrs, Volume= 25.696 af

Routing by Stor-Ind method, Time Span= 0.00-3.00 hrs, dt= 0.01 hrs  
 Peak Elev= 1,221.79' @ 0.52 hrs Surf.Area= 54,317 sf Storage= 188,742 cf

Plug-Flow detention time= 5.5 min calculated for 25.696 af (100% of inflow)  
 Center-of-Mass det. time= 5.5 min ( 33.5 - 28.0 )

Volume	Invert	Avail.Storage	Storage Description
#1	1,217.36'	200,139 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,217.36	0	0	0
1,218.00	28,692	9,181	9,181
1,219.00	47,217	37,955	47,136
1,220.00	49,708	48,463	95,598
1,221.00	52,256	50,982	146,580
1,222.00	54,861	53,559	200,139

Device	Routing	Invert	Outlet Devices
#1	Primary	1,217.36'	<b>96.0" W x 48.0" H Box Culvert X 3.00</b> L= 65.0' Box, headwall w/3 square edges, Ke= 0.500 Inlet / Outlet Invert= 1,217.36' / 1,217.10' S= 0.0040' / Cc= 0.900 n= 0.013, Flow Area= 32.00 sf

Primary OutFlow Max=583.39 cfs @ 0.52 hrs HW=1,221.79' (Free Discharge)  
 ↳1=Culvert (Barrel Controls 583.39 cfs @ 7.32 fps)

**19013 Pond**

Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr

Prepared by Windows User

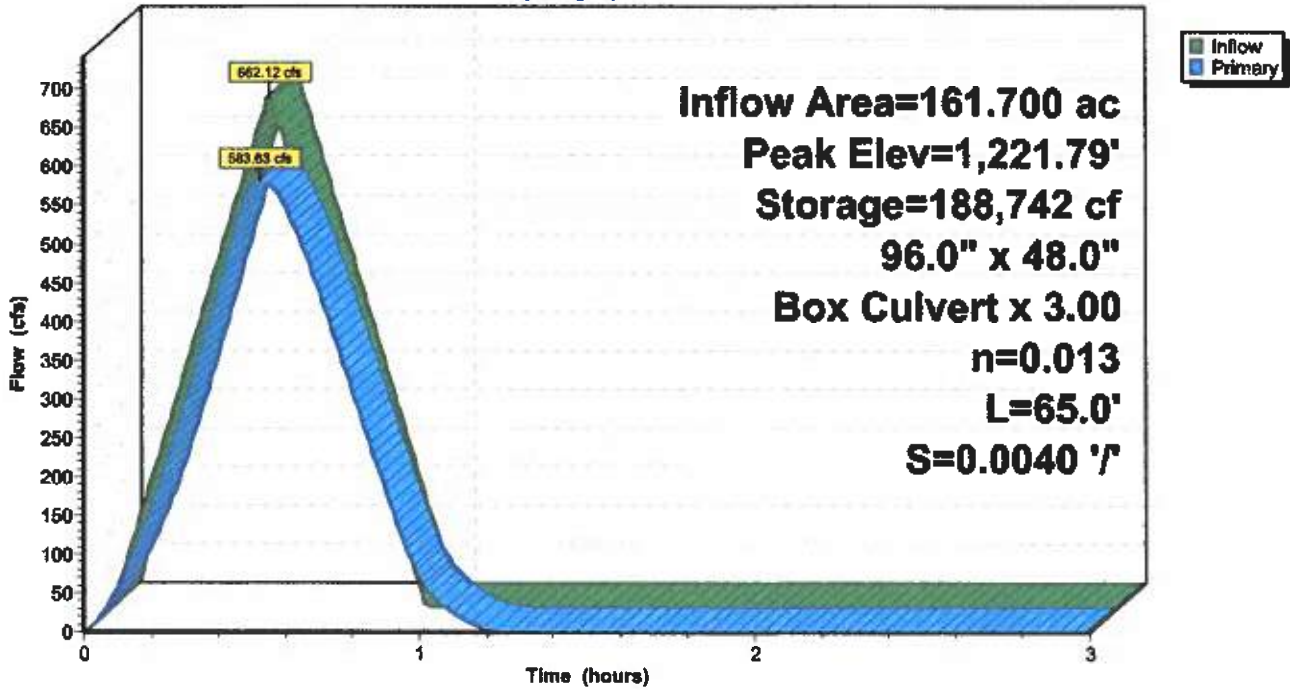
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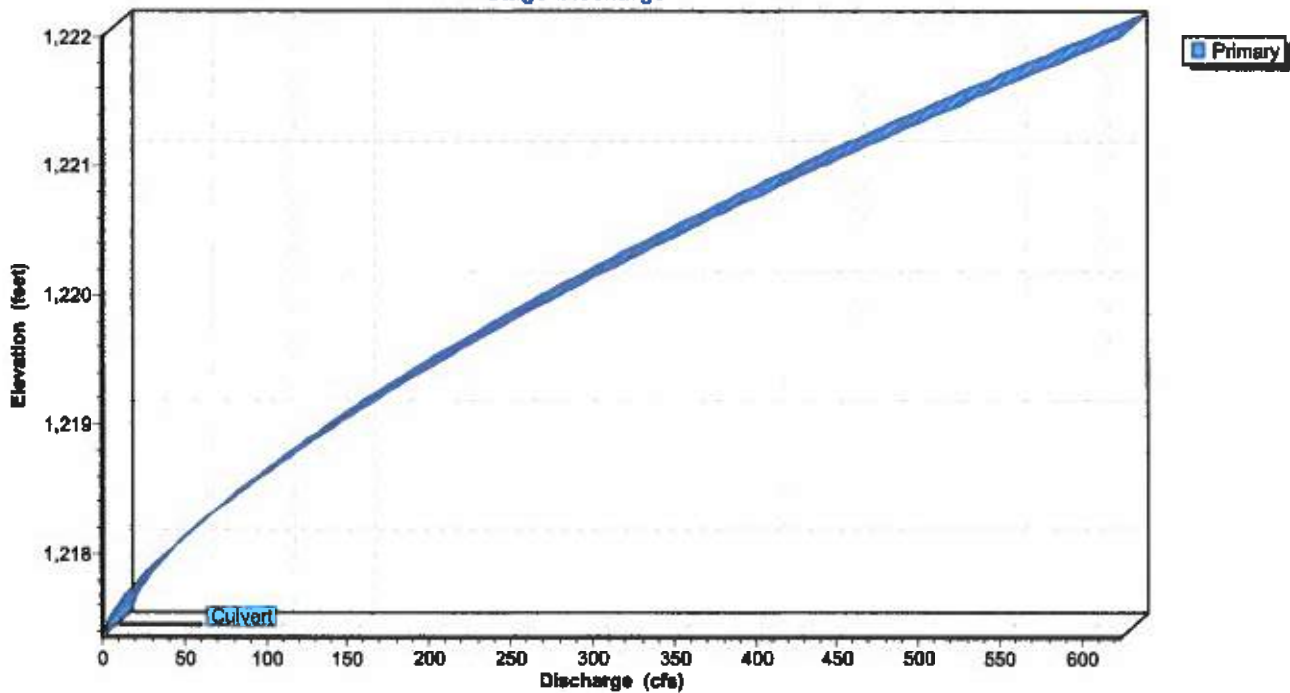
**Pond 4P: Detention Pond**

Hydrograph

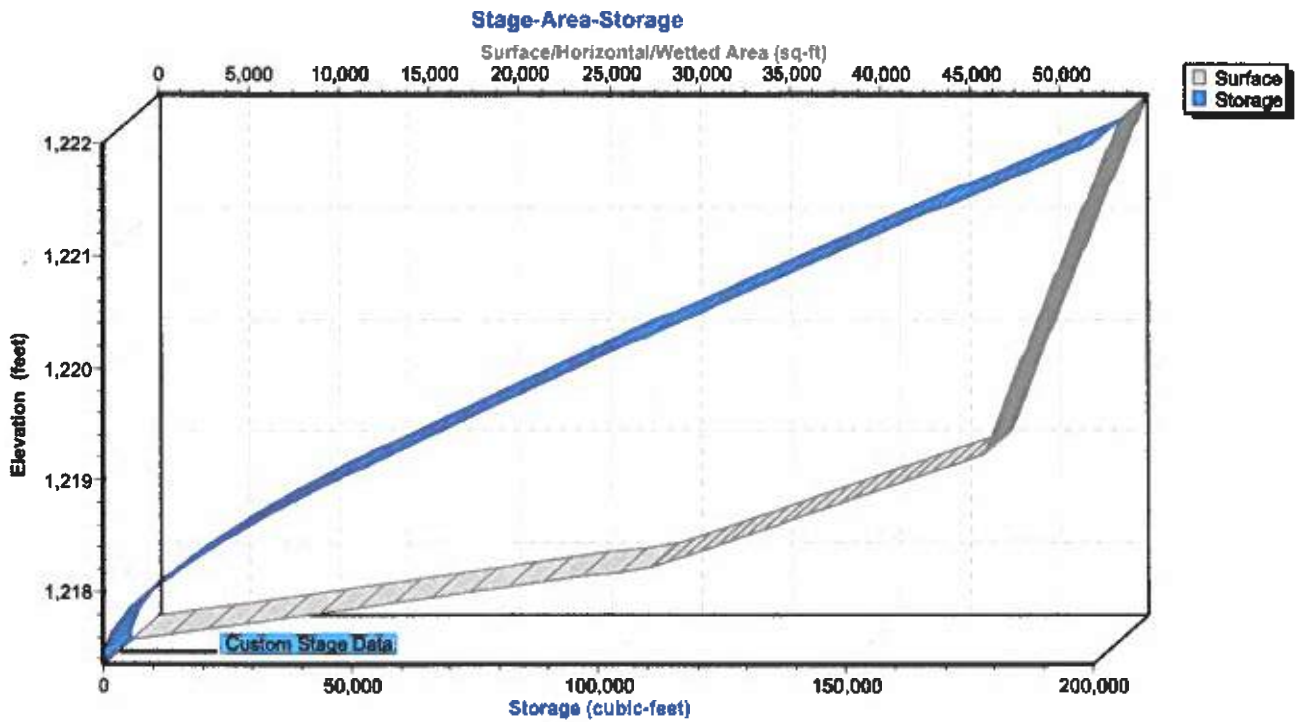


**Pond 4P: Detention Pond**

Stage-Discharge



### Pond 4P: Detention Pond



**19013 Pond**

Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr

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**Hydrograph for Pond 4P: Detention Pond**

Time (hours)	Inflow (cfs)	Storage (cubic-feet)	Elevation (feet)	Primary (cfs)
0.00	0.00	0	1,217.36	0.00
0.10	142.77	16,649	1,218.24	59.71
0.20	285.55	54,631	1,219.16	162.27
0.30	428.32	101,373	1,220.12	296.30
0.40	571.10	147,999	1,221.03	444.97
0.50	618.69	186,997	1,221.76	577.55
0.60	475.92	177,818	1,221.59	545.79
0.70	333.14	145,526	1,220.98	436.79
0.80	190.37	105,376	1,220.20	308.56
0.90	47.59	60,633	1,219.28	178.42
1.00	0.00	20,552	1,218.36	70.84
1.10	0.00	4,768	1,217.82	23.64
1.20	0.00	450	1,217.50	3.90
1.30	0.00	7	1,217.37	0.09
1.40	0.00	0	1,217.36	0.00
1.50	0.00	0	1,217.36	0.00
1.60	0.00	0	1,217.36	0.00
1.70	0.00	0	1,217.36	0.00
1.80	0.00	0	1,217.36	0.00
1.90	0.00	0	1,217.36	0.00
2.00	0.00	0	1,217.36	0.00
2.10	0.00	0	1,217.36	0.00
2.20	0.00	0	1,217.36	0.00
2.30	0.00	0	1,217.36	0.00
2.40	0.00	0	1,217.36	0.00
2.50	0.00	0	1,217.36	0.00
2.60	0.00	0	1,217.36	0.00
2.70	0.00	0	1,217.36	0.00
2.80	0.00	0	1,217.36	0.00
2.90	0.00	0	1,217.36	0.00
3.00	0.00	0	1,217.36	0.00

**19013 Pond**

Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr

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**Stage-Discharge for Pond 4P: Detention Pond**

Elevation (feet)	Primary (cfs)	Elevation (feet)	Primary (cfs)
1,217.36	0.00	1,219.96	272.85
1,217.41	0.72	1,220.01	280.31
1,217.46	2.23	1,220.06	287.83
1,217.51	4.28	1,220.11	295.41
1,217.56	6.72	1,220.16	303.06
1,217.61	9.48	1,220.21	310.76
1,217.66	12.50	1,220.26	318.53
1,217.71	15.75	1,220.31	326.35
1,217.76	19.19	1,220.36	334.24
1,217.81	22.81	1,220.41	342.18
1,217.86	26.59	1,220.46	350.19
1,217.91	30.52	1,220.51	358.25
1,217.96	34.59	1,220.56	366.37
1,218.01	38.78	1,220.61	374.55
1,218.06	43.10	1,220.66	382.79
1,218.11	47.53	1,220.71	391.08
1,218.16	52.07	1,220.76	399.43
1,218.21	56.73	1,220.81	407.83
1,218.26	61.48	1,220.86	416.29
1,218.31	66.34	1,220.91	424.81
1,218.36	71.30	1,220.96	433.38
1,218.41	76.35	1,221.01	442.00
1,218.46	81.50	1,221.06	450.68
1,218.51	86.74	1,221.11	459.42
1,218.56	92.07	1,221.16	468.20
1,218.61	97.49	1,221.21	477.05
1,218.66	102.99	1,221.26	485.94
1,218.71	108.58	1,221.31	494.89
1,218.76	114.25	1,221.36	503.88
1,218.81	120.01	1,221.41	512.94
1,218.86	125.84	1,221.46	522.04
1,218.91	131.76	1,221.51	531.19
1,218.96	137.76	1,221.56	540.40
1,219.01	143.83	1,221.61	549.65
1,219.06	149.98	1,221.66	558.96
1,219.11	156.21	1,221.71	568.32
1,219.16	162.51	1,221.76	577.73
1,219.21	168.88	1,221.81	587.18
1,219.26	175.33	1,221.86	596.69
1,219.31	181.85	1,221.91	606.25
1,219.36	188.44	1,221.96	615.85
1,219.41	195.10		
1,219.46	201.83		
1,219.51	208.63		
1,219.56	215.50		
1,219.61	222.44		
1,219.66	229.44		
1,219.71	236.52		
1,219.76	243.65		
1,219.81	250.86		
1,219.86	258.12		
1,219.91	265.45		

**19013 Pond**

Oklahoma Zone II 100-Year Duration=28 min, Inten=5.92 in/hr

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**Stage-Area-Storage for Pond 4P: Detention Pond**

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
1,217.36	0	0	1,219.96	49,608	93,612
1,217.41	2,242	56	1,220.01	49,733	96,096
1,217.46	4,483	224	1,220.06	49,861	98,586
1,217.51	6,725	504	1,220.11	49,988	101,082
1,217.56	8,966	897	1,220.16	50,116	103,584
1,217.61	11,208	1,401	1,220.21	50,243	106,093
1,217.66	13,449	2,017	1,220.26	50,370	108,609
1,217.71	15,691	2,746	1,220.31	50,498	111,130
1,217.76	17,933	3,587	1,220.36	50,625	113,658
1,217.81	20,174	4,539	1,220.41	50,753	116,193
1,217.86	22,416	5,604	1,220.46	50,880	118,734
1,217.91	24,657	6,781	1,220.51	51,007	121,281
1,217.96	26,899	8,070	1,220.56	51,135	123,834
1,218.01	28,877	9,469	1,220.61	51,262	126,394
1,218.06	29,803	10,936	1,220.66	51,390	128,961
1,218.11	30,730	12,450	1,220.71	51,517	131,533
1,218.16	31,656	14,009	1,220.76	51,644	134,112
1,218.21	32,582	15,615	1,220.81	51,772	136,698
1,218.26	33,508	17,268	1,220.86	51,899	139,290
1,218.31	34,435	18,966	1,220.91	52,027	141,888
1,218.36	35,361	20,711	1,220.96	52,154	144,492
1,218.41	36,287	22,502	1,221.01	52,282	147,103
1,218.46	37,213	24,340	1,221.06	52,412	149,720
1,218.51	38,140	26,224	1,221.11	52,543	152,344
1,218.56	39,066	28,154	1,221.16	52,673	154,975
1,218.61	39,992	30,130	1,221.21	52,803	157,612
1,218.66	40,918	32,153	1,221.26	52,933	160,255
1,218.71	41,845	34,222	1,221.31	53,064	162,905
1,218.76	42,771	36,337	1,221.36	53,194	165,561
1,218.81	43,697	38,499	1,221.41	53,324	168,224
1,218.86	44,623	40,707	1,221.46	53,454	170,894
1,218.91	45,550	42,961	1,221.51	53,585	173,570
1,218.96	46,476	45,262	1,221.56	53,715	176,252
1,219.01	47,242	47,608	1,221.61	53,845	178,941
1,219.06	47,366	49,973	1,221.66	53,975	181,637
1,219.11	47,491	52,345	1,221.71	54,106	184,339
1,219.16	47,616	54,723	1,221.76	54,236	187,047
1,219.21	47,740	57,106	1,221.81	54,366	189,762
1,219.26	47,865	59,497	1,221.86	54,496	192,484
1,219.31	47,989	61,893	1,221.91	54,627	195,212
1,219.36	48,114	64,295	1,221.96	54,757	197,947
1,219.41	48,238	66,704			
1,219.46	48,363	69,119			
1,219.51	48,487	71,541			
1,219.56	48,612	73,968			
1,219.61	48,737	76,402			
1,219.66	48,861	78,842			
1,219.71	48,986	81,288			
1,219.76	49,110	83,740			
1,219.81	49,235	86,199			
1,219.86	49,359	88,664			
1,219.91	49,484	91,135			

# Channel Report

## Box culvert from north: (2) 6'x3' RCB

### Rectangular

Bottom Width (ft) = 12.00  
Total Depth (ft) = 3.00

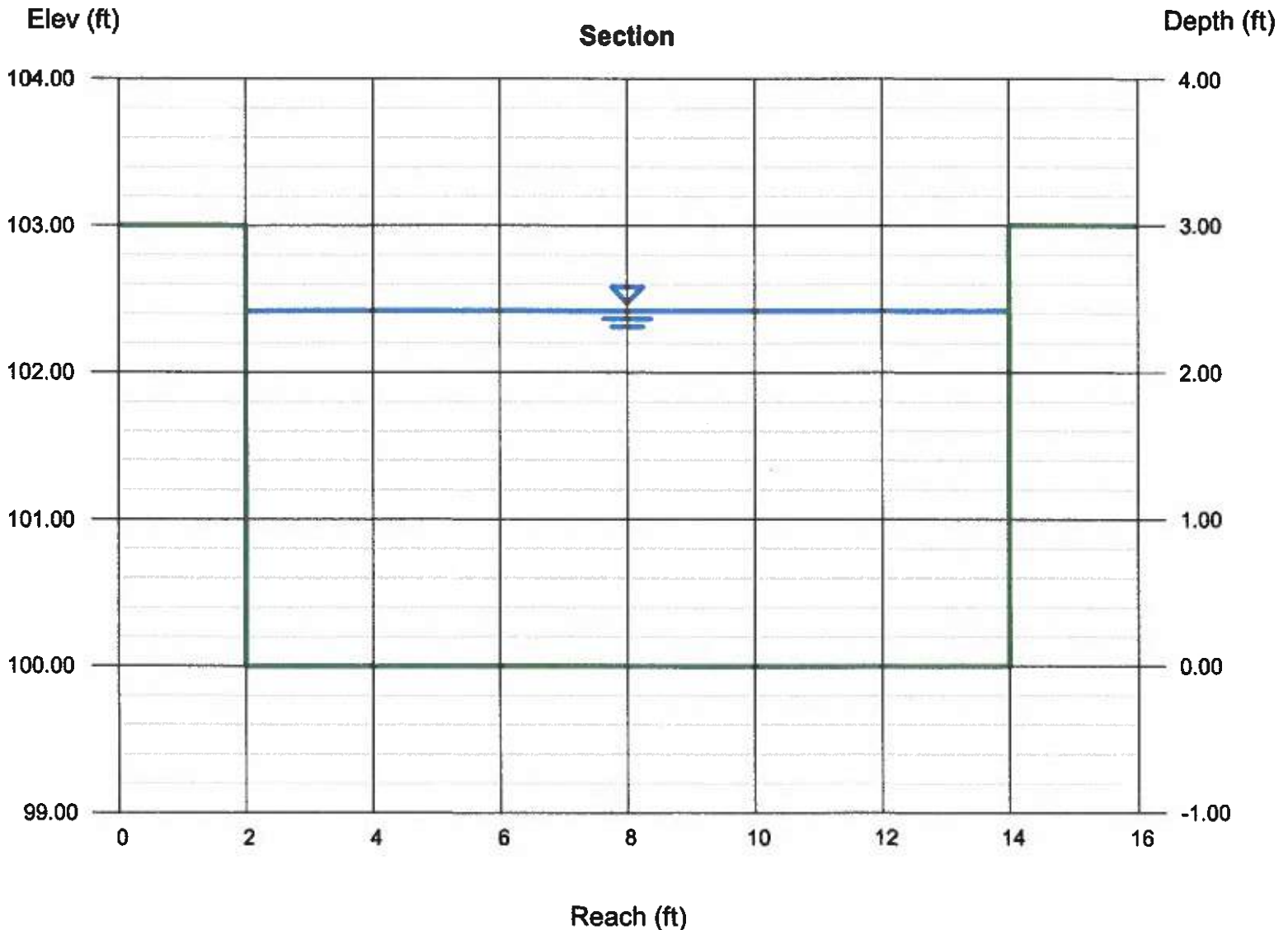
Invert Elev (ft) = 100.00  
Slope (%) = 0.65  
N-Value = 0.013

### Calculations

Compute by: Known Q  
Known Q (cfs) = 383.58

### Highlighted

Depth (ft) = 2.42  
Q (cfs) = 383.58  
Area (sqft) = 29.04  
Velocity (ft/s) = 13.21  
Wetted Perim (ft) = 16.84  
Crit Depth, Yc (ft) = 3.00  
Top Width (ft) = 12.00  
EGL (ft) = 5.13



# Channel Report

## Box culvert from east: (2) 6'x3' RCB

### Rectangular

Bottom Width (ft) = 12.00  
Total Depth (ft) = 3.00

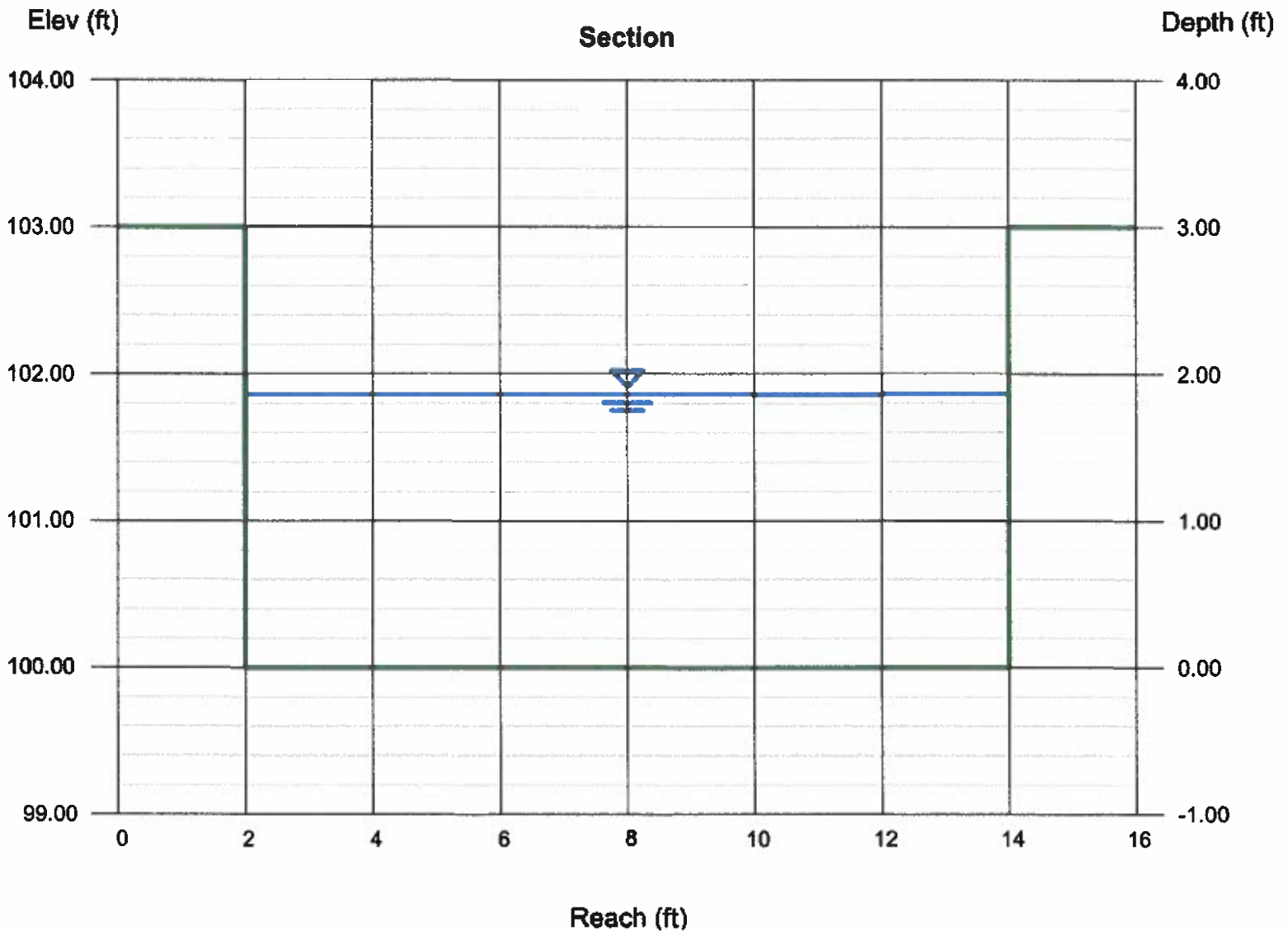
Invert Elev (ft) = 100.00  
Slope (%) = 0.65  
N-Value = 0.013

### Calculations

Compute by: Known Q  
Known Q (cfs) = 259.05

### Highlighted

Depth (ft) = 1.86  
Q (cfs) = 259.05  
Area (sqft) = 22.32  
Velocity (ft/s) = 11.61  
Wetted Perim (ft) = 15.72  
Crit Depth, Yc (ft) = 2.44  
Top Width (ft) = 12.00  
EGL (ft) = 3.95





# Channel Report

## Channel from North

### Trapezoidal

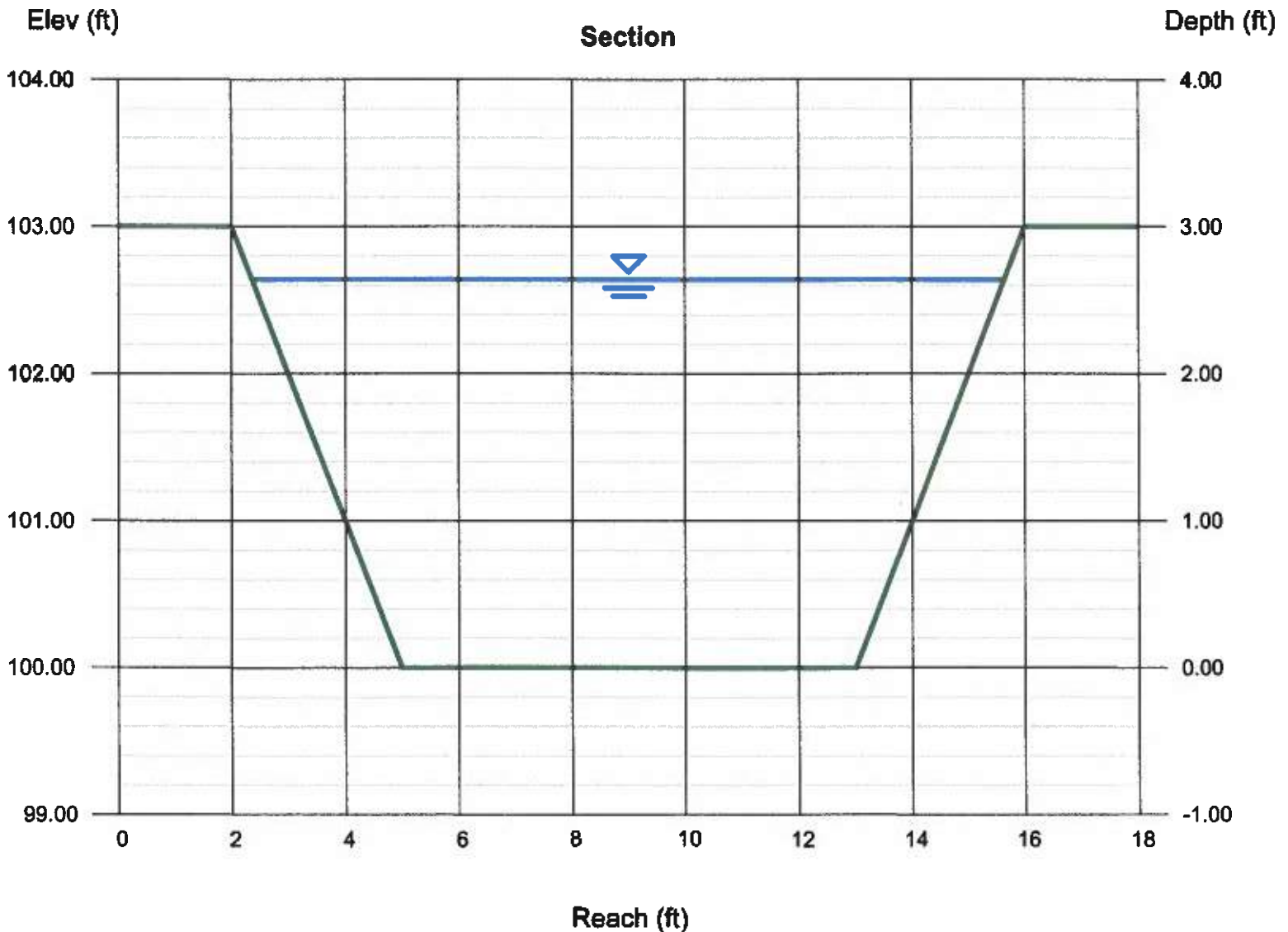
Bottom Width (ft) = 8.00  
Side Slopes (z:1) = 1.00, 1.00  
Total Depth (ft) = 3.00  
Invert Elev (ft) = 100.00  
Slope (%) = 0.65  
N-Value = 0.013

### Highlighted

Depth (ft) = 2.64  
Q (cfs) = 383.58  
Area (sqft) = 28.09  
Velocity (ft/s) = 13.66  
Wetted Perim (ft) = 15.47  
Crit Depth, Yc (ft) = 3.00  
Top Width (ft) = 13.28  
EGL (ft) = 5.54

### Calculations

Compute by: Known Q  
Known Q (cfs) = 383.58



# Channel Report

## Concrete channel from East

### Rectangular

Bottom Width (ft) = 20.00

Total Depth (ft) = 1.50

Invert Elev (ft) = 100.00

Slope (%) = 0.50

N-Value = 0.013

### Calculations

Compute by: Known Q

Known Q (cfs) = 259.05

### Highlighted

Depth (ft) = 1.40

Q (cfs) = 259.05

Area (sqft) = 28.00

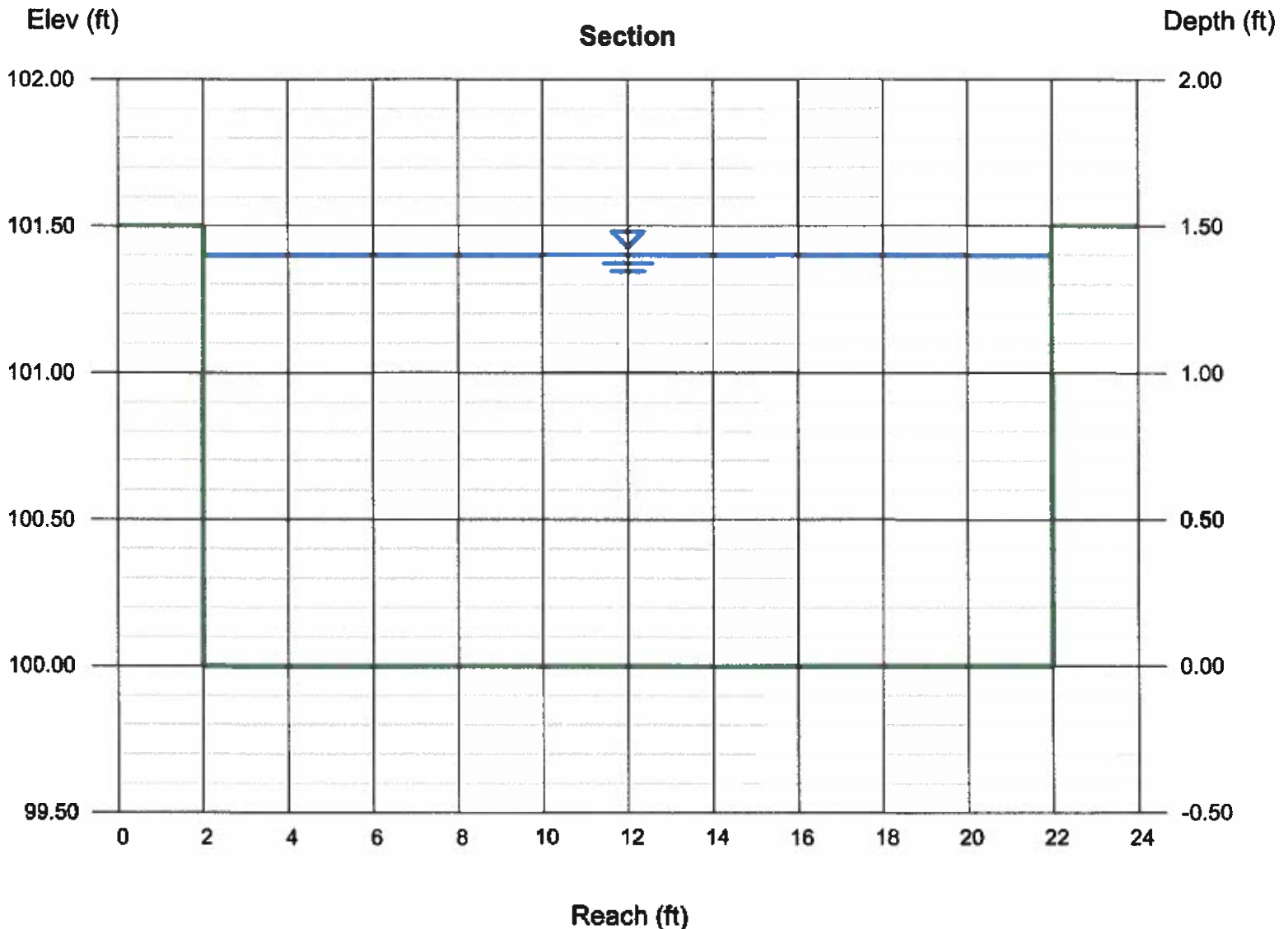
Velocity (ft/s) = 9.25

Wetted Perim (ft) = 22.80

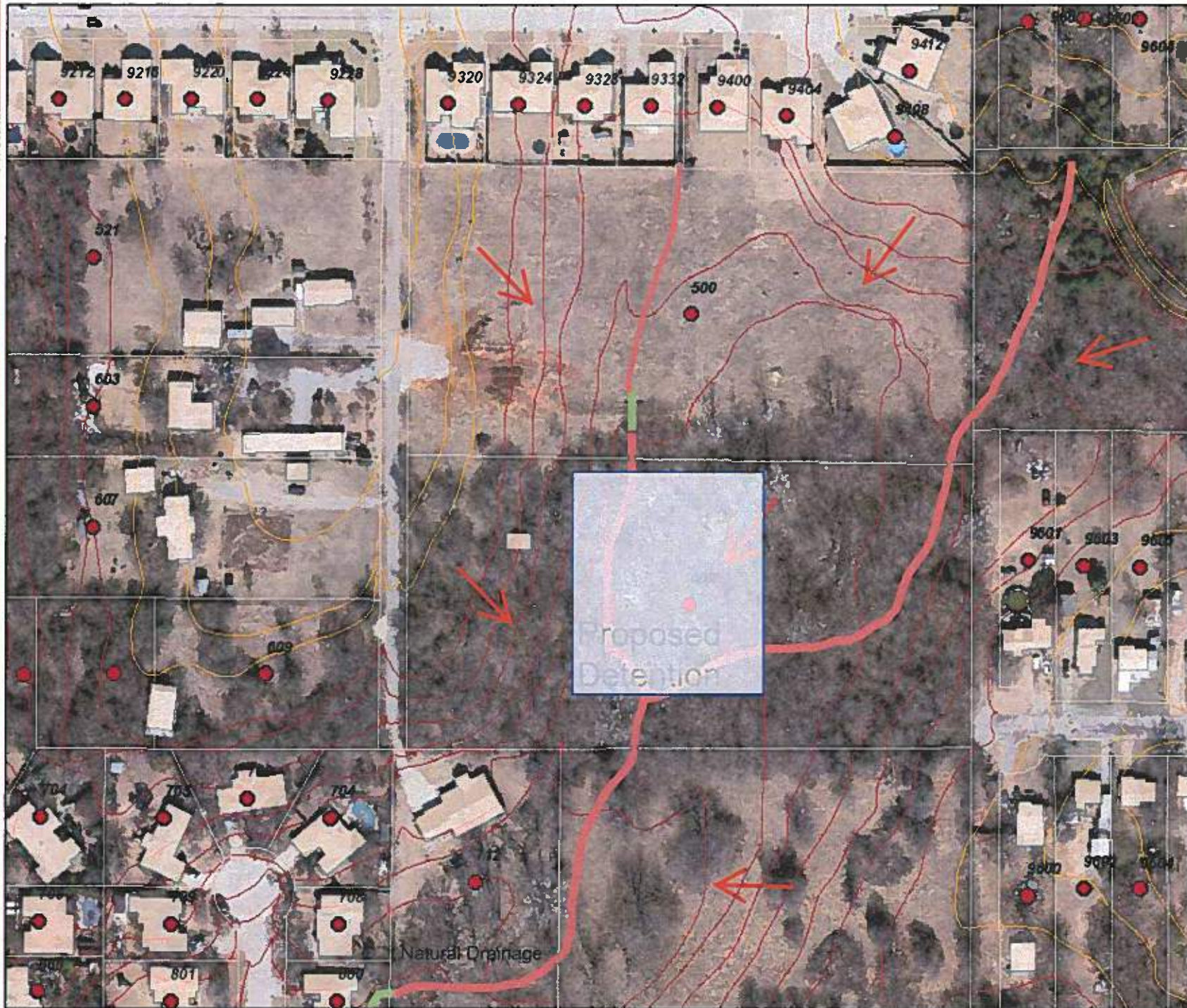
Crit Depth,  $Y_c$  (ft) = 1.50

Top Width (ft) = 20.00

EGL (ft) = 2.73



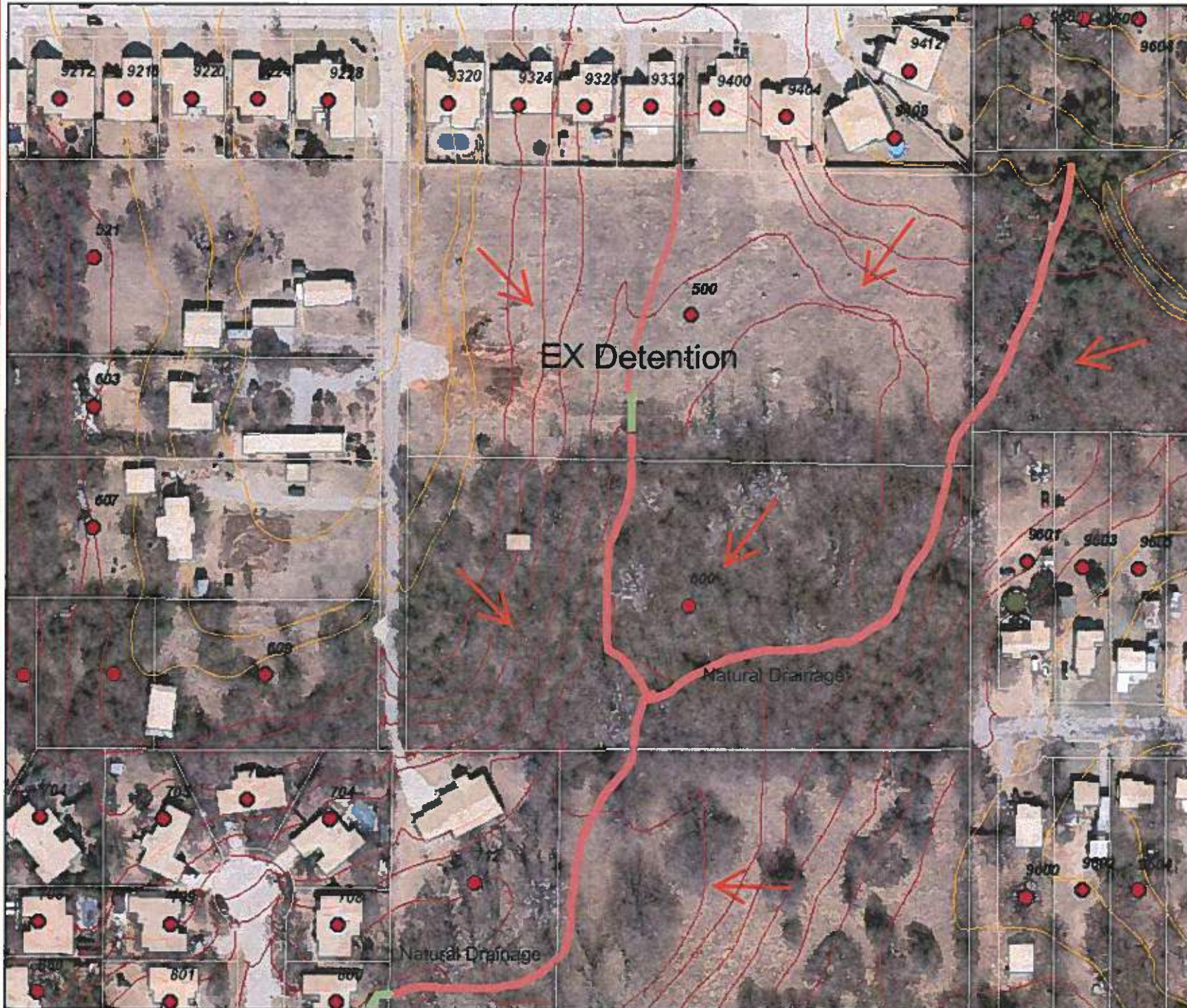
# Existing Cassidy Cove 3 Topo



**1 in = 188 ft**  
when printed actual size  
on 8-1/2"x11" paper

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# Existing Cassidy Cove 3 Topo

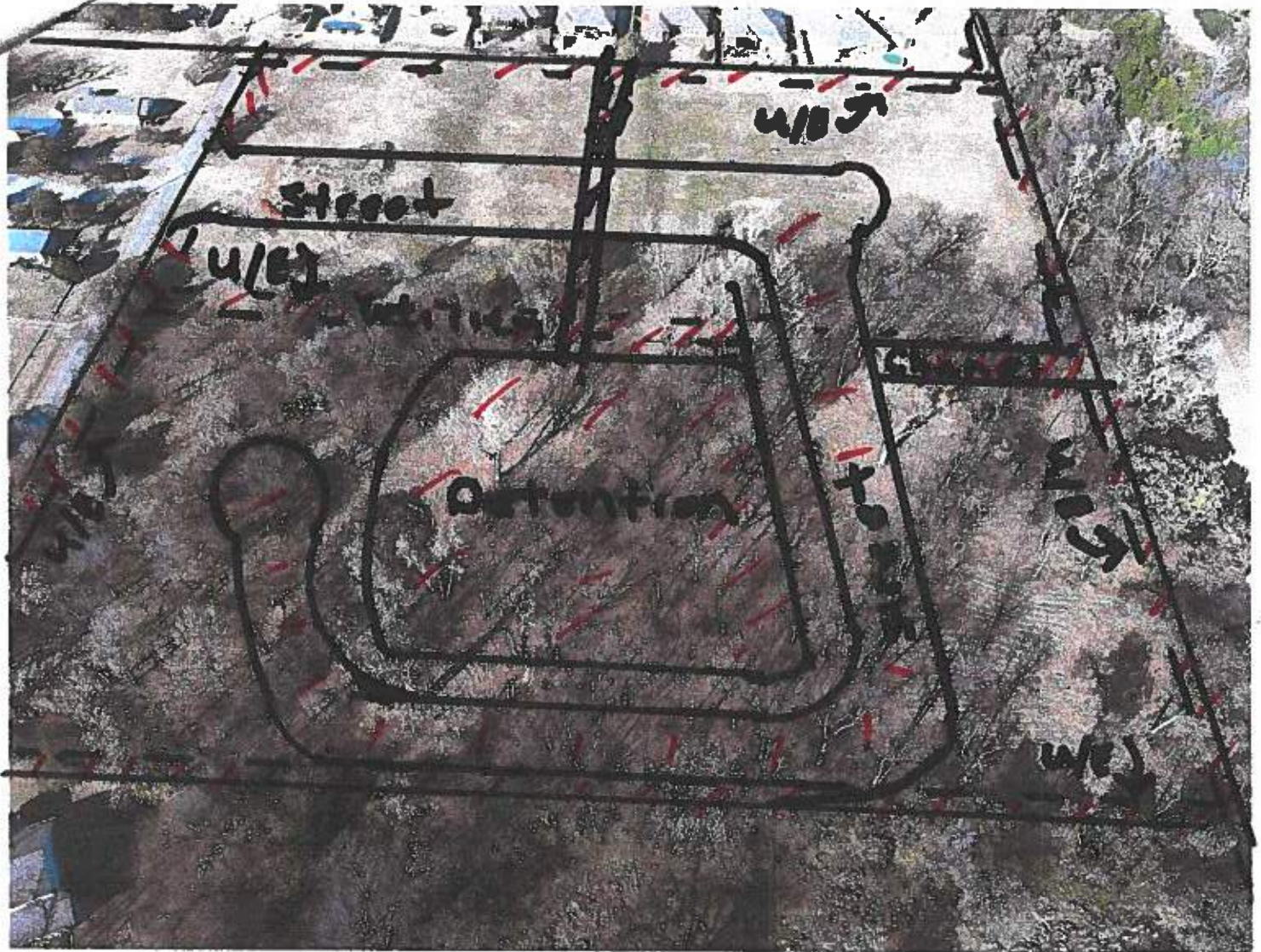


**1 in = 188 ft**  
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# Existing Tree Canopy



# Tree Canopy Management Plan

 Indicates trees to be removed



The City of  
**MIDWEST CITY**  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 CURRENT PLANNING DIVISION

Applicant: Jim Campbell  
 Phone Number: \_\_\_\_\_  
 Address: 500/100 Davidson  
Cassidy Cove Sec. III

**Preliminary Plat Requirements/Checklist – Planning**

- Lot to be subdivided is less than 5 acres
- Lot to be subdivided has an area of more than 10,000 square feet

38-48.2	<b>Zoning Compliance</b>	
38-48.2	All lots shall conform to zoning district compliance.	X
38-48.4	<b>Lot Shape</b>	
38-48.4 (A) (B)	Lots shall generally be rectangular in shape. Flag lots are prohibited. Irregular lots shall meet all width, frontage and setback requirements as required by the zoning ordinance.	X
38-48.5	<b>Lot Lines</b>	
38-48.5 (A) (1)	Side lot lines shall be at ninety degree angles or radial to street Right-of-Way lines to the greatest extent possible.	X
38-48.5 (B) (1)	All lot lines shall align along County, school district and other jurisdictional boundary lines.	X - All Mid- Old Schools
38-48.6	<b>Lot Orientation Restrictions</b>	
38-48.6 (A)	No single-family, two-family or townhome lot shall front onto or have a driveway onto any Arterial Street.	X
38-48.6 (B)	Lots are prohibited from backing to local streets.	- Blk 2 lots 9110 Back onto Davidson
38-48.7	<b>Limits-of-No-Access – shown on preliminary plat</b>	
38-48.7 (A)(1)	Low Density lots shall not derive access from an Arterial Street.	X
38-48.7 (A)(2)	Lots facing Collector Streets should be minimized to the fullest extent.	X
38-48.8	<b>Lot Frontages</b>	
38-48.8 (A)(1)	Each lot shall have adequate access to a street by having frontage on a street that is not less than 35' at the street Right-of-Way line. This also applies to lots fronting onto an eyebrow or bulb portion of a cul-de-sac.	X
38-48.8(B)(1)(a)	For single-family, two-family and townhomes, double frontage lots are prohibited from backing or having the side facing onto an Arterial Street without appropriate screening.	N/A
38-48.8(B)(1)(b)	Where lots back or side onto an Arterial Street, no driveway access is allowed onto the Arterial Street.	N/A
38-48.8(B)(2)	For multifamily and nonresidential lots, if lots have frontage on more than one street, a front building line must be established for each street.	N/A
38-48.8(B)(3)	Residential lots should face the front of a similar lot, park or open space.	
38-48.10	<b>Lot and Block Numbering</b>	
38-48.10(A)	All lots within each phase of a development are to be numbered consecutively	X

- Blk 2 lots 9110  
Back onto  
Davidson  
-  
Waiver  
Requested



The City of  
**MIDWEST CITY**  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 CURRENT PLANNING DIVISION

	within each block. Each block shall have alpha or numeric designations.	
38-48.11	<b>Building Lines</b>	
	Building lines along all streets shall be shown on the Preliminary Plats and shall conform with the minimum setbacks for front, side and rear yards as required by the zoning district.	X
38-48.12	<b>Block Requirements</b>	
38-48.12(B)(1)	Blocks for residential uses shall not be longer than 1,800 feet measured along the center line of the block.	X
38-48.12(B)(2)	When a block exceeds 600 feet in length, the Planning Commission may require a dedicated easement not less than 15 feet wide and a paved crosswalk not less than 4 feet wide to provide pedestrian access across the block.	X
38-48.12(C)(1)	Blocks used for residential purposes should be of sufficient width to allow for two tiers of lots of appropriate depth.	X
38-48.12(C)(2)	Exceptions to the prescribed block width shall be permitted for blocks adjacent to major streets, railroads or waterways.	X
38-48.12(C)(3)	Blocks intended for business and industrial use should be of a width suitable for the intended use, with due allowance for off-street parking and loading facilities.	N/A
38-48.14	<b>Subdivision Name Requirement</b>	
38-48.14(A)(1)	New subdivisions shall be named so as to prevent conflict or "sound-alike" confusion with names of other subdivisions.	X
38-48.14(A)(2)	Subdivisions with similar names shall be located in proximity to each other.	X - Cassidy Cove III
38-49.3	<b>Subdivision Amenities – Where amenities are proposed in conjunction with a development, such amenities shall be reviewed and approved in accordance with the following:</b>	
38-49.3(A)	Preliminary plans and illustrations, along with a written statement of such concepts, shall be submitted for review and approval with the Preliminary Plat.	Detention info provided
38-49.3(B)	Plans for amenities shall then be incorporated into the screening plan and/or landscape plan for submittal as part of the construction plans.	N/A
38-49.3(C)	Lighting plans for all outdoor amenities	X
38-49.3(D)	Plans for structural elements shall be sealed by a licensed Professional Engineer and shall be considered for approval by the City.	
38-49.4	<b>Design of Amenities</b>	
38-49.4(A)(1)(a)	Entry features shall be constructed entirely on privately owned property and shall not suspend over a public Right-of-Way.	N/A - none proposed
38-49.4(A)(1)(b)	Minor elements of an entry feature may be placed within an entry street median upon Plat approval, provided that such street median is platted as a non-buildable lot and dedicated to a HOA for private ownership and maintenance.	N/A
38-49.4(A)(1)(c)	An entry feature having a water pond, fountain or other water feature shall only be allowed if approved by the Planning Commission and City Council during the plat review process.	N/A
38-	No entry feature, other than screening walls or extensions of screening walls,	N/A





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49.4(A)(1)(d)	may be constructed on any portion of a single-family, two-family or townhome	
38-49.4(A)(1)(e)	All such features shall be constructed on lots that are platted as "non-buildable" lots and dedicated to a HOA for private ownership and maintenance.	N/A
38-49.4(A)(2)	Entry features shall not encroach into the visibility triangle or otherwise impair pedestrian or vehicular visibility.	N/A
38-49.4(A)(3)	The maximum height for entry features and structures shall be the maximum height of the governing zoning district as measured from the nearest street or sidewalk grade.	N/A
38-49.4(B)	If private recreation facilities are provided, they shall be centrally located within the overall development to the greatest extent possible.	N/A - none proposed
38-49.4(C)	All outdoor amenities shall provide appropriate lighting.	Lighting prop. in detention areas
38-49.4(D)	A detention or retention pond shall be considered an amenity if it meets the following design considerations:	NO
38-49.4(D)(1)	Located between the building and street or completely bounded by streets	X
38-49.4(D)(2)	Viewable from public space	X

38-49.4(D)(4)	Accessible by patrons	X
38-49.4(D)(5)	Seating area, public art or fountain	None proposed
38-49.4(D)(6)	One tree or planter at least 16 square feet for every 200 square feet of open space, and be located within or adjacent to the open space.	Existing trees will remain around perimeter of pond
38-50.2	<b>Homeowners' Association (HOA) Applicability</b>	
38-50.2(A)	Any one or more of the following elements created as part of a development shall require formation of a HOA prior to recordation of a final plat in order to maintain the amenity or facility:	Will Apply
38-50.2(A)(1)	Amenity	no
38-50.2(A)(2)	100-year Floodplain	no
38-50.2(A)(3)	Private streets	no
38-50.2(A)(4)	Thoroughfare screening	no
38-50.2(A)(5)	Detention or retention ponds	X yes
38-50.2(A)(6)	Private park	no
38-51.2	<b>Applicability of Parks and Open Space Dedication</b>	

This shall apply to all residential subdivision plats having a dwelling unit density of greater than one unit per net acre		X										
38-51.5(A)	The acreage to be contributed concurrent with the final approval by the City Council of any residential subdivision plat shall be determined by the following formula:	Parkland Review Committee voted to allow a fee in lieu of parkland dedication as the subdivision will generate much less than 2500 residents Allowed per Section 38-51.5 (c) subdivisions smaller than 7.5										
	<table border="1"> <tr> <td>Two acres</td> <td>X (multiplied by)</td> <td>Each 1,000 persons projected to occupy the fully developed subdivision</td> <td>=</td> <td>Amount of land to be contributed</td> </tr> <tr> <td colspan="5" style="text-align: center;">Which is</td> </tr> </table>	Two acres	X (multiplied by)	Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed	Which is					
Two acres	X (multiplied by)	Each 1,000 persons projected to occupy the fully developed subdivision	=	Amount of land to be contributed								
Which is												



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	.002 acres	X (multiplied by)	Number of person per dwelling unit	X (multiplied by)	# of dwelling units projected for subdivision	=	Amount of land to be contributed	
38-51.6	<b>Suitability of land</b>							
38-51.6(A)(1)	The dedicated land should form a single parcel or tract of land at least 3 acres in size unless the Parkland Review Committee determines that a smaller tract would be in the public interest.							NO-park land committ Voted for fee in lieu
38-52.3	<b>Design requirements for parks and open space</b>							
38-52.3(A)	Parks and open spaces shall be bounded by a street or by other public uses.							N/A - fee in lieu
38-52.3(B)(1)	Single-family and two-family residential lots shall be oriented such that they front or side onto parks and open spaces but do not back to them.							N/A
38-52.3(B)(2)	Residential lots shall only be allowed to back onto a park or open space when:							↓
38-52.3(B)(2)(a)	A trail is provided within the related park or open space.							
38-52.3(B)(2)(b)	The sites physical character does not reasonably accommodate an alternative design or the layout of the subdivision complements the use of the use of park or open space (e.g., lots backing to a golf course.)							
38-52.3(C)(1)	A proposed development adjacent to a park of open space shall not be designed to restrict public visibility or reasonable access from other area developments.							
38-52.3(C)(2)	Street connections to existing or future adjoining subdivisions shall be required to provide reasonable access to parks and open space areas.							
38-52.3(D)(1)	Where a non-residential use must directly abut a park or open space area, the use shall be oriented such that it sides, and does not back onto the park or open space area if at all possible							
38-52.3(D)(2)	Nonresidential uses shall be separated from the park or open space by a minimum 6 foot tall decorative metal fence with an irrigated living screen.							
38-52.3(E)	Alleys should not be designed to encourage their use as a means of vehicular, bike or pedestrian travel to the park.							
38-52.3(F)(1)	Public access into parks and open spaces shall not be less than 50' in width at the public Right-of-Way line, at the street curb, and at any other public access point.							
38-52.3(F)(2)	Such access shall not be part of a residential lot or other private property.							
38-52.8	<b>Hike-and-Bike Trail Requirements</b>							
38-52.8(B)	Hike-and-Bike trails, especially those providing access too and along 100-year Floodplains and other open spaces, shall be in accordance with the following design criteria:							N/A - no proposed trails in the area
38-52.8(B)(1)	A minimum 30' wide level ground surface shall be provided for a 10' wide public hike-and-bike trail. The 30' wide level ground surface (compliant with ADA) may be provided within and/or outside of the 100-year floodplain.							
38-52.8(B)(2)	The Right-of-Way of a public street may count towards the 30' wide, ADA compliant level ground surface upon approval from the Director of Community Services.							N/A



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38-52.8(B)(4)	The hike-and-bike trail shall be designed to minimize visibility blind spots from public streets for public safety purposes.	N/A
38-52.8(C)(1)	The Director of Community Services shall have the authority to determine the placement of a public hike-and-bike trail at the time of the preliminary plat review and approval.	↓
38-52.8(C)(2)	The location of such trails shall be safe and economical.	
38-52.8(C)(3)	No development shall interrupt future trail routes or otherwise hinder efficient public access to or from an existing or future planned trail.	
38-52.8(D)(1)	The location of trails within developments adjacent to or within a 100-year Floodplain recognized on the Trails Master Plan shall be coordinated with the Director of Community Services and shall be staked in the field by the developer and approved by the Director of Community Services prior to the submittal of a preliminary plat.	
38-52.8(D)(2)	The location of the trail shall be specified on the preliminary plat as the approved location for the hike-and-bike trail, and an easement for such shall be shown on the preliminary plat and final plat for any portions of the trail that traverse private property.	
38-52.8(E)	When development is adjacent to an undeveloped property, a pedestrian access stub-out in conjunction with a street connection to the edge of the development shall be required to allow for future access between developments as indicated on the Trails Master Plan.	↓
38-53.4	<b>Tree Canopy Management Plan</b>	
38-53.4	A Tree Canopy Management Plan shall be required as part of the preliminary plat. <b>This only applies to sites five acres or larger.</b>	X
38-53.5(B)(1)	The applicant shall prepare a Tree Canopy Management Plan and shall submit the plan as part of the preliminary plat application.	X
38-53.5(B)(2)	Within the Tree Canopy Management Plan, the applicant shall provide the following information:	
38-53.5(B)(2)(a)	Pre-development tree canopy coverage (as determined by the City)	X
38-53.5(B)(2)(b)	Post-development tree canopy coverage (as determined by the applicant)	X
38-53.5(B)(2)(c)	Visual identification of tree canopy to be removed.	X
38-53.5(C)(1)	Tree Canopy Management Plan shall be reviewed by the Director of Community Development for compliance with all standards.	
38-53.5(C)(2)	After reviewing the Tree Canopy Management Plan, the Director of Community Development shall make a recommendation to the Planning Commission and City Council. The Director must act within 30 days of the official filing date of the preliminary plat application.	
38-53.6	<b>Tree Preservation Requirements</b>	
38-53.6(A)	Option A (Standard Option) – Only trees in the following areas may be removed:	



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38-53.6(A)(1)	The Tree Canopy or any tree located within any street Right-of-Way may be removed.	X
38-53.6(A)(2)	The Tree Canopy or any tree located within any area dedicated for water, wastewater, drainage and other similar infrastructure needs may be removed.	X
38-53.6(A)(3)	The Tree Canopy or any tree located within any area required by the subdivision ordinance for a site feature, such as a screening wall, may be removed.	X
38-53.6(B)	Option B (Alternative Compliance)	N/A
38-53.6(B)(1)	The applicant may elect to develop a site using the Residential Cluster Development option.	↓
38-53.6(B)(2)	In the design of the Tree Canopy Management Plan, if a Residential Cluster Development Option is used, only the Tree Canopy or trees within the designated open space areas shall be preserved.	
38-53.7	<b>Tree Mitigation Plan – Required if trees are removed prior to approval of a Tree Canopy Management Plan</b>	
38-53.7(B)(2)	Tree Mitigation Requirements:	
38-53.7(B)(2)(a)	The applicant shall calculate the area of Tree Canopy that should have been preserved under Option A or Option B.	
38-53.7(B)(2)(b)	The resulting calculation shall be the amount of Tree Canopy that shall be restored.	
38-53.7(B)(2)(c)	Replacement trees shall be required to cover an area equal to the calculated restoration area.	
38-53.7(B)(2)(d)	The applicant shall calculate the number of replacement trees needed to cover the calculated restoration area.	
38-53.7(B)(2)(e)	In calculating the area for replacement trees, the mature size of replacement trees shall be used.	
38-53.7(B)(2)(f)	In calculating the area for replacement trees, only large trees shall be used.	
38-53.7(B)(2)(g)	Tree Canopy coverage at maturity is to be obtained through the planting of 2.5 inch caliper trees at spacing that will meet the calculated restoration area.	
38-53.7(B)(2)(h)	Replacement trees shall be a minimum 2.5 inch caliper trees.	
38-53.7(B)(2)(i)	Replacement trees shall be planted at spacing that will meet the calculated restoration area.	
38-53.7(B)(2)(j)	The Tree Canopy Management Plan shall show graphically the location of each replacement tree.	
38-53.7(B)(2)(k)	The number of replacement trees shall be shown in a tabular format and indicated the tree species and area of coverage assumptions for each tree species at maturity.	
38-53.7(B)(2)(l)	Replacement trees shall be planted prior to the approval of a final plat.	
38-53.7(B)(3)	Alternative Tree Mitigation Requirements	✓



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	<b>Administrative</b>	
	One digital copy of the preliminary plat	X
	Three 24x36 copies of the preliminary plat to scale	X
	Name of subdivision centered at the top of the preliminary plat.	X
	Name of city, county, state, section, township and range centered and printed at the top of the preliminary plat.	X
	Name and address of the owner of record, the subdivider, the owners engineer and the registered surveyor preparing the plat.	X
	Legal description of the property to be subdivided, including the acreage and number of proposed lots in the subdivision.	X
	Key map showing the location of the property to be subdivided referenced to existing or proposed arterial streets or highways.	X

**Preliminary Plat Requirements/Checklist - Zoning**

5.14.1	<b>Lot Variety Required (required for areas 5 acres or larger)</b>	
5.14.1(A)	Applicability – This section only applies to single-family residential developments of 5 acres or larger.	X
5.14.1(B)(1)	15% of lots within a development shall be larger than the minimum lot size. Lots shall be increased at least 20% of the minimum lot size.	X
5.14.1(B)(2)	15% of lots within a development may be smaller than the minimum lot size. Lot sizes shall not be reduced greater than 20% of the minimum lot size.	N/A - none smaller than minimum
5.14.1(C)	Single-family lots shall not be smaller than 6,000 square feet.	X
5.14.1(D)	Lots of various sizes shall be evenly distributed throughout a development.	X

Additional Notes:



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Applicant: CASHOT CUE 3  
 Phone Number: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Preliminary Plat Requirements/Checklist - Engineering**

The preliminary plat shall be accompanied by a statement signed by the registered engineer preparing the plat that he has, to the best of his ability, designed the subdivision in accordance with the latest subdivision regulations and in accordance with the ordinances and regulations governing the subdivision of land.

38-18	Preliminary Plat:	
Administrative	North arrow, scale, date, and site location map	✓
Administrative	The total number of lots	✓
Administrative	The total area of development	✓
Administrative	The location of proposed lots, areas in Acres and Square Feet, and dimensions.	✓
Administrative 38-42.3(b)(3)	The location of property lines, existing easements, buildings, fences, cemeteries or burial grounds, and other existing features within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	✓
Administrative 38-42.3(b)(3)	The location of any natural features such as water courses, water bodies, flood hazard areas, tree masses, steep slopes, or rock outcroppings within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	✓
Administrative 38-42.3(b)(3)	The location, width, and name of all existing or platted streets or other public ways (i.e. railroad and state-owned) within or immediately adjacent to the tract.	✓
Administrative	The location of all existing or abandoned oil or gas wells, oil or gas pipelines and other appurtenances associated with the extraction, production and distribution of petroleum products and all related easements on the site or on immediately adjacent property.	✓
13-18.2(c)	The applicant shall furnish with the application to the city a current title commitment issued by a title insurance company authorized to do business in Oklahoma, a title opinion letter from an attorney licensed to practice in Oklahoma, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the preliminary plat.	✓
Administrative	The legal metes and bounds of the property being developed.	✓
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	✓
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	✓



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13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	✓
Administrative	Location of Floodplain if adjacent or within development	✓
Administrative	Location of Wetlands if adjacent or within development. If so, the developer is required to notify the Army Corp of Engineers.	✓
Administrative 38-43.3(a)(1)	Show the location and size of water mains.	✓
Administrative 38-43.3(a)(1)	Show the location and size of wastewater mains.	✓
Administrative 38-43.3(a)(2)	Show the location and specifications for fire hydrant systems.	✓
Administrative	Finish floor elevations for all pad sites	✓
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain	✓
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	✓
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	✓
Administrative	Show the proposed street layout and right of ways.	✓
38-45.4(c)	All existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	✓
38-45.4(d)	All access points to existing roadways and be of the required number.	✓
38-45.4(e)	The development shall have two (2) connections to adjacent properties.	X
38-45.4(n)	The names of all new proposed streets.	✓
38-45.4(o)	The development shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	✓
38-47	The location and size of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	✓
<b>38-18.2(a)(1) 38-44.3(a)(2)</b>	<b>Preliminary stormwater management plan (SWMP)</b>	✓
38-44.3(e)(1)	A digital copy of the preliminary SWMP shall be submitted along with the preliminary plat.	
38-44.3(e)(2)	The preliminary SWMP shall be labeled as "Preliminary"	
38-44.3(e)(3)	The preliminary SWMP shall be signed, sealed, and dated by the professional engineer (P.E.) or shall contain a statement showing the professional engineer's name and license number and affirming the preliminary SWMP was prepared under the direction of the engineer and that the plan is preliminary	



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38-44.3(b)(3)	If no preliminary drainage plan is required [only upon city engineer's approval, see 38-44.44 (b)(3)]: show existing drainage patterns, runoff coefficients, and the proposed changes to these items (before and after development)	
38-44.3(c)	The preliminary SWMP must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43), including control/sediment plans	
<b>38-18.2(a)(2)</b> <b>38-44.4(a)(2)</b>	<b>Preliminary drainage plan</b>	✓
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	✓
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	✓
13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	✓
38-44.4(c)(1)	The preliminary drainage plan shall show the watershed affecting the development and how the runoff from the fully-developed watershed will be conveyed to, through, and from the development.	✓
38-44.4(c)(2)	The preliminary drainage plan must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43)	✓
38-44.4(d)(1)	Three (3) paper copies of the preliminary drainage plan	✓
38-44.4(d)(2)	The preliminary drainage plan shall be labeled as "Preliminary"	✓
38-44.4(d)(3)	The preliminary drainage plan shall be stamped by and dated by the engineer, professional	✓
<b>38-44.5</b>	<b>If the development proposed is adjacent to or within the 100-year floodplain the following are required:</b>	X
38-44.5(a)	No Development within a floodway.	
38-44.5(b)	All 100-year floodplains shall be maintained in an open natural condition	
38-44.5(b)(3)(a)	The 100-year floodplain shall be dedicated on the final plat to the city as a single lot or may be owned and maintained by an HOA	
38-44.5(b)(3)(b)	No portion of a single-family or two-family residential lot shall exist within the 100-year floodplain	
38-44.5(b)(3)(c)	A fifteen-foot wide maintenance easement adjacent to the floodway	
38-44.5(b)(3)(e)	All streets adjacent to a 100-year floodplain shall have a minimum ROW width of fifty (50) feet.	
38-44.5(b)(3)(f)(2)	All streets adjacent to a 100-year floodplain shall have a minimum sixty (60) percent of the linear frontage	
38-44.5(b)(3)(f)(3)(a)	Not more than one (1) cul-de-sac in a row adjacent to 100-year floodplain	





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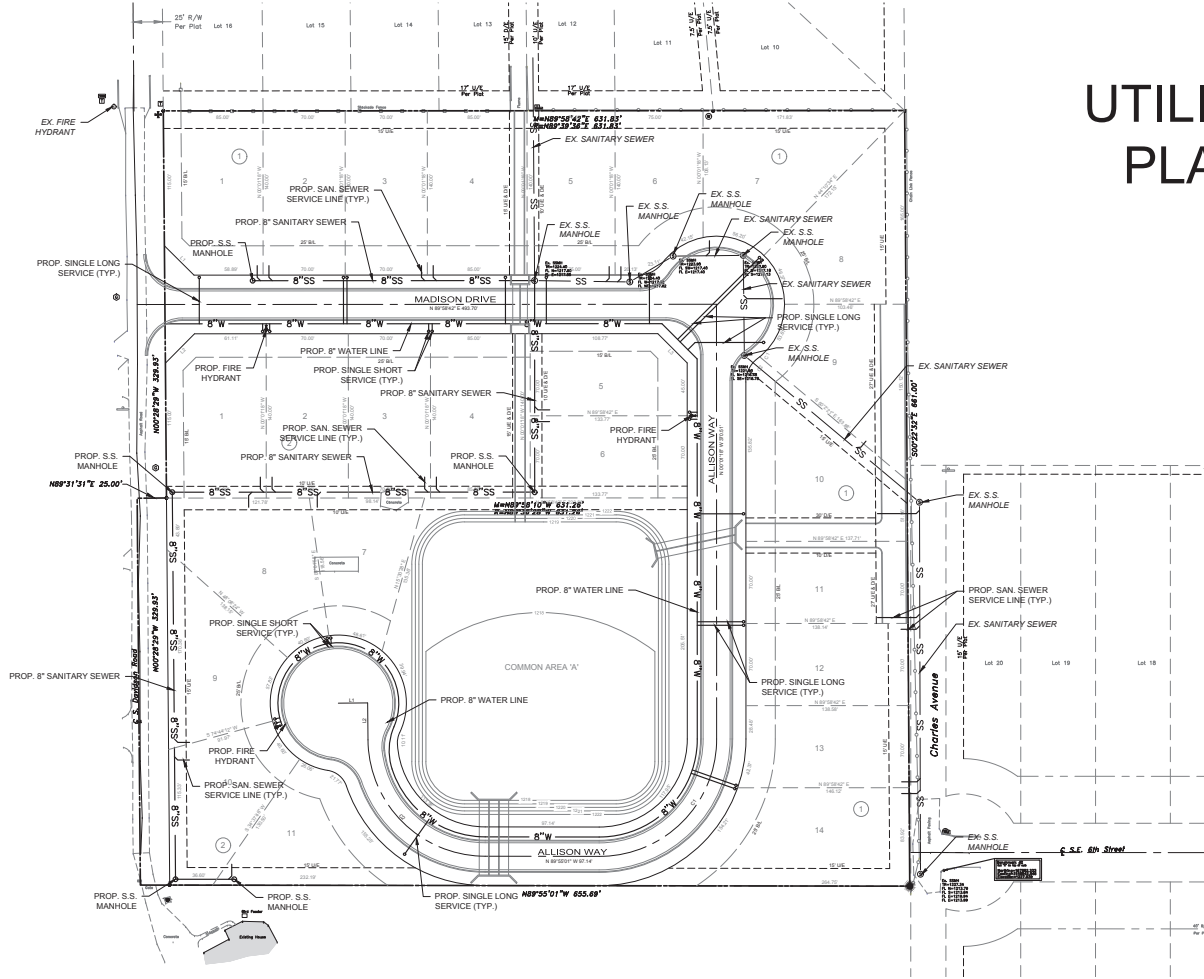
38-44.5(b)(3)(f)(2)(b)(1)	A minimum fifty (50) percent of an adjacent cul-de-sac bulb shall be open to the 100-year floodplain and no residential lot shall encroach within the area between this line and the major creek.	
38-44.5(b)(3)(f)(2)(b)(2)	An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum twelve (12) feet in width shall be provided to the major creek	
<b>38-18.2(a)(3)</b> <b>38-43.3</b>	<b>Preliminary utility plan</b>	✓
Administrative	The preliminary utility plan shall show the location and width of all adjacent utility easements	✓
38-38.43.2(2)	Width of all proposed utility easements	✓
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of water mains.	✓
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of wastewater mains.	✓
38-43.3(a)(2)	The preliminary utility plan shall include plans and specifications for fire hydrant systems.	✓
38-43.4(b)	All water and wastewater utilities including connections within the ROW or easements shall be vested to the city.	✓
38-43.4(d)	No utility or service lines shall cross another lot.	✓
38-43.4(e)	Any utility adjacent to non-city government roads shall be constructed outside that ROW and in a separate easement unless agreed upon by non-city owner and Midwest City	✓
<b>38-18.2(a)(5)</b>	<b>Preliminary site development plan</b>	✓
Administrative	Finish floor elevations for all pad sites	
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain (not to drain over more than adjacent lot)	
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	<b>Required retaining walls and retaining wall easements</b>	
Administrative	<b>Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.</b>	
<b>38-18.2(a)(6)</b>	<b>Street layout plan</b>	✓
Administrative	The classification of every street within or adjacent to the development.	
38-45.4(b)	The streets within the development shall conform to the city's comprehensive plan.	
38-45.4(c)	The proposed street system shall extend all existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	
38-45.4(d)	The street layout plan shall show all access points to existing roadways and be of the required number.	



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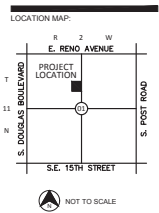
38-45.4(e)	The street layout plan shall have two (2) connections to adjacent properties.	
38-45.4(n)	The street layout plan will have the names of all new proposed streets.	
38-45.4(o)	The street layout plan shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	
38-47	The location, size, and easements of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	
<b>38-18.2 (a) (7)</b>	<b>Street signage and striping plan</b>	✓
Administrative	Proposed signage of development	
Administrative	Proposed striping if required	
<b>38-18.2 (a) (9)</b>	<b>Other plans</b>	
<b>Engineering Comments and Recommendations:</b>		
<b>Associated Departments (Fire, Stormwater, and Utilities) Comments and Recommendations:</b>		

# UTILITY PLAN



## UTILITY NOTES

- A. CONTRACTOR SHALL REFER TO THE CONSTRUCTION DOCUMENTS INCLUDING BUT NOT LIMITED TO THE WRITTEN SPECIFICATIONS, CONSTRUCTION DRAWINGS, STORM WATER POLLUTION PLAN, AND GEOTECHNICAL REPORT.
- B. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE OWNERS DESIGN GUIDELINES AND SPECIFICATIONS, AND WHERE APPLICABLE SHALL MEET THE REQUIREMENTS OF THE GOVERNING PERMITTING AUTHORITY HAVING JURISDICTION.
- C. CONTRACTOR IS RESPONSIBLE FOR THEIR OWN HORIZONTAL AND VERTICAL CONTROL. REFERENCE POINTS AND CONSTRUCTION STAKING AS INCIDENTAL TO THE PROJECT.
- D. THE CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS/PROPERTY LINES/UTILITIES/DRAINAGE PRIOR TO CONSTRUCTION START.
- E. ALL WORK NOT CLASSIFIED AS A CONTRACT PAY ITEM SHALL BE CONSIDERED AS INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS WHICH ARE CLASSIFIED FOR PAYMENT.
- F. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL AND MEP PLANS AND SPECIFICATIONS BEING A PART OF THE CONSTRUCTION DOCUMENTS FOR THE EXACT LOCATIONS AND DIMENSIONS OF ENTRY, EXIT PORCHES, PRECISE BUILDING DIMENSIONS, EXACT EXISTING UTILITY ENTRANCE, AND DOWNSPOUT LOCATIONS/SPECIFICATIONS/DETAILS.
- G. REFER TO ARCHITECTURE PLANS FOR SITE LIGHTING/LIGHT POLE BASES AND ELECTRICAL CONDUIT PLACEMENT AND SPECIFICATIONS. POLE LOCATIONS ARE SHOWN ON THIS SHEET FOR REFERENCE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY AND ADJUST ANY CONSTRUCTED CONFLICTS WITH UNDERGROUND UTILITIES, SIDEWALKS, ETC.
- H. CONTRACTOR IS REQUIRED TO CALL ONE CALL AS WELL AS THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION/CONSTRUCTION ACTIVITIES TAKE PLACE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS.
- I. CONTRACTOR SHALL ENSURE ALL CONSTRUCTED UTILITIES MEET THE MINIMUM SEPARATION AND COVER REQUIREMENTS SET FORTH BY THE PROVIDER, FEDERAL/STATE/LOCAL REGULATIONS, OR SPECIFICATIONS. IN THE EVENT THERE IS A CONFLICT THE MOST STRINGENT SHALL APPLY.
- J. GENERAL CONTRACTOR TO PROVIDE 2'X2'X6" THICK CONCRETE APRON AT ALL CLEANOUTS, VALVES AND METERS OUTSIDE OF BUILDING.
- K. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TAP AND THE ON FEES REQUIRED, AS WELL AS COST OF UNDERGROUND SERVICE CONNECTIONS TO THE BUILDINGS.
- L. THRUST BLOCKING SHALL BE PROVIDED AT ALL BENDS, TEES, AND FIRE HYDRANTS.
- M. DIMENSIONS SHOWN ARE TO CENTERLINE OF PIPE OR FITTING.
- N. ALL WATER AND SANITARY SEWER LEADS TO BUILDING SHALL END 5' OUTSIDE THE BUILDING LIMITS AS SHOWN ON PLAN AND SHALL BE PROVIDED WITH A TEMPORARY PLUG AT END.
- O. ALL FIRE HYDRANTS SHALL BE PROVIDED WITH AN APPROVED GATE VALVE A MAXIMUM OF 18" UNLESS OTHERWISE SPECIFIED BY CITY OFFICIAL FROM HYDRANT.
- P. CONTRACTOR SHALL COMPLY COMPLETELY WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS IS TO INCLUDE, BUT NOT LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH PERFORMANCE CRITERIA AS REQUIRED BY OSHA.
- Q. REFER TO FIRE PROTECTION SHEETS FOR LOCATION AND DETAIL OF FIRE LINE LEAD IN. FIRE LINE SHALL BE STUBBED UP 1' ABOVE FFE IN SPRINKLER ROOM.
- R. REFER TO PLUMBING SHEETS FOR LOCATION AND DETAILS OF SEWER, DOMESTIC, AND IRRIGATION CONNECTIONS.
- S. CONTRACTOR SHALL REFER TO IRRIGATION PLANS FOR ACTUAL LOCATION, SIZE, LENGTH AND DEPTH. TEMPORARILY PLUG BOTH ENDS. IRRIGATION CONTRACTOR WILL REMOVE TEMPORARY PLUGS, INSTALL LINES AND PROPERLY SEAL BOTH ENDS.
- T. THE FIRE DEPARTMENT CONNECTION (FDC) SHALL BE LOCATED ON THE STREET SIDE OF ANY STRUCTURE. THE FDC SHALL BE LOCATED AND ARRANGED SO THAT THE HOSE LINES CAN BE READILY ATTACHED TO THE INLETS WITHOUT INTERFERENCE FROM OBJECTS.
- U. IT IS THE CONTRACTORS RESPONSIBILITY TO COORDINATE THE EXTENSIONS OF ALL UTILITY SERVICE LINES TO THE MAIN UTILITY LINES.
- V. ALL CONDUIT SHALL BE SCHEDULE 40 PVC, UNLESS OTHERWISE NOTED.
- W. CONTRACTOR SHALL REFER TO LANDSCAPE AND IRRIGATION PLAN FOR LOCATION AND CONSTRUCTION DETAILS OF LANDSCAPING AND IRRIGATION.



PROJECT: **CASSIDY COVE**

MIDWEST CITY, OKLAHOMA

PROJECT NUMBER: 19013  
DRAWING DATE: 02.25.19  
ISSUE DATE: 02.25.19

SCALE:

SUBMITTAL: **PRELIMINARY PLAN SUBMITTAL**

REVISIONS:

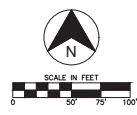
NO.	DATE	DESCRIPTION

THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WITHOUT THE WRITTEN PERMISSION AND CONSENT OF CEDAR CREEK ENGINEERING + PLANNING + CONSULTING. THESE PLANS AND DRAWINGS ARE UNAUTHORIZED AND SHALL BE VOID IF ANY CHANGES ARE MADE FROM THESE PLANS WITHOUT THE WRITTEN PERMISSION AND CONSENT OF CEDAR CREEK ENGINEERING + PLANNING + CONSULTING. CEDAR CREEK ENGINEERING + PLANNING + CONSULTING ACCEPTS NO LIABILITY FOR ALL CONSEQUENCES ARISING OUT OF SUCH CHANGES.

DRAWING TITLE:

**OVERALL UTILITY PLAN**

SHEET: **C1.00**





**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: April 23, 2019

SUBJECT: Discussion and consideration of entering into and approving an Agreement for Professional Architectural Services with Selser Schaefer Architects from Tulsa, OK in the amount of \$178,695.00 to design the new single story Midwest City Animal Services Center of approximately 9,500 square feet with associated parking on the city property located at 2901 Woodside Drive. This is a General Bond Obligation project.

---

Over the past several months, the city has been in negotiations with Selser Schaefer Architects from Tulsa, Oklahoma in regards to an architectural design contract for the new single story Midwest City Animal Services Center of approximately 9,500 square feet with associated parking on the city property located at 2901 Woodside Drive. The accompanying proposed agreement is for initial information, architect's responsibilities, scope of architect's basic services, supplemental and additional services, owner's responsibilities, cost of the work, copyrights and licenses, claims and disputes, termination or suspension, miscellaneous provisions, compensation, special terms and conditions and scope of the agreement.

This is a General Obligation Bond project approved by the vote of the people.

I am available for any additional questions.

Staff recommends approval.

---

Brandon Clabes  
Chief of Police



# AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

*(Paragraph deleted)*

**AGREEMENT** made as of the twenty-eighth day of March in the year two thousand and nineteenth

**BETWEEN** the Architect's client identified as the Owner:

City of Midwest City  
100 North Midwest Blvd  
Midwest City, Oklahoma 73110

and the Architect:

Selser Schaefer Architects, Inc.  
2002 East 6<sup>th</sup> Street  
Tulsa, Oklahoma 74104

for the following Project:

Midwest City Animal Service Center  
The Project is a new single story animal service building of approximately 9,500 square feet with associated parking, located at 2901 Woodside Drive in Midwest City, Oklahoma at the Northwest corner of Reno Avenue and Woodside Drive.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Int.

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User Notes:

(1731737680)

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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(Paragraph deleted)*

§ 1.1.1 The Owner's program for the Project:

*(Paragraph deleted)*

The Owner's program for the Project shall include lobby, kennels, catteries, food preparation, veterinary surgical spaces and miscellaneous animal and personnel support spaces. Site will include marquee signage, staff and visitor parking and site lighting. Program shall exclude a crematorium and emergency back-up generator. Facility to incorporate sustainable architecture best practices, as Project budget allows, to minimize negative environmental impact of the building and site. If the Owner determines that the Project shall include a "Best Area of Refuge" for the facility's human occupants, the related scope of Architect's services included in this Agreement comprises only the design of the Storm Shelter's structural systems to meet the requirements of a FEMA 361 Safe Room/ICC 500 Storm Shelter to withstand a 250mph wind speed. Should the Owner determine that all of the refuge area's building systems, including the mechanical and electrical systems, shall be designed to meet the specific requirements of a FEMA 361 Safe Room/ICC 500 Storm Shelter, those services shall be provided as an Additional Service.

§ 1.1.2 The Project's physical characteristics:

*(Paragraph deleted)*

The Project is a new single-story animal service building of approximately 9,500 square feet with associated visitor and staff parking, located at 2901 Woodside Drive in Midwest City, Oklahoma at the northwest corner of Reno Avenue and Woodside Drive.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The Owner's budget for the Cost of Work is \$2,187,198.00.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Inlt.

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User Notes:

(1731737880)

.1 Design phase milestone dates, if any:

Agreement between Owner and Architect Executed 23 April 2019  
Schematic Design Phase 6 weeks  
Design Development Phase 6 weeks  
Construction Documents Phase 8 weeks Completed September 13, 2019

.2 Construction commencement date:

January 2020

.3 Substantial Completion date or dates:

January 2021

.4 Other milestone dates:

None known at the time of execution of this Agreement

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive Bidding

*(Paragraphs deleted)*

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Chief of Police Brandon Clabes  
Midwest City Police Department  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

None known at the time of execution of this Agreement

§ 1.1.9 The Owner shall retain the following consultants and contractors:

.1 Geotechnical Engineer:

Unknown at the time of execution of this Agreement. Architect shall prepare Geotechnical Guidelines with boring locations and assist the Owner with solicitation of a Request For Proposal from multiple geotechnical engineering firms for Owner's retainer of geotechnical engineering services. Refer to Section 4.1.1.35.

.2 Civil Engineer:

Unknown at the time of execution of this Agreement. Refer to Section 4.1.2.2.

Init.

**.3 Land Surveyor:**

~~Unknown at the time of execution of this Agreement. Architect shall prepare Survey Guidelines and assist the Owner with solicitation of a Request For Proposal from multiple land survey firms for Owner's retention of land survey services. Refer to Section 4.1.1.10.~~

**.4 Landscape Design:**

~~Unknown at the time of execution of this Agreement. Refer to Section 4.1.2.1.~~

**§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:**

Selser Schaefer Architects, Inc.  
Jason J. Cofer, AIA, LEED AP BD+C  
2002 East 6<sup>th</sup> Street  
Tulsa, Oklahoma 74104

**§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:**

*(Paragraph deleted)*

**§ 1.1.11.1 Consultants retained under Basic Services:**

**.1 Structural Engineer:**

Professional Engineering Consultants (PEC)

10921 South Western Avenue, Suite 100  
Oklahoma City, OK 73170

**.2 Mechanical Engineer:**

Professional Engineering Consultants (PEC)

10921 South Western Avenue, Suite 100  
Oklahoma City, OK 73170

**.3 Electrical Engineer:**

Professional Engineering Consultants (PEC)

10921 South Western Avenue, Suite 100  
Oklahoma City, OK 73170

**§ 1.1.11.2 Consultants retained under Supplemental Services:**



**.1 Civil Engineering (Refer to Section 4.1.1.8):**

Professional Engineering Consultants (PEC)  
10921 South Western Avenue, Suite 100  
Oklahoma City, OK 73170

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

- .1** Owner shall provide demolition of all existing structures on the Project site as required for the proposed design.
- .2** FEMA Floodway and FEMA Floodplain improvements and associated design services are not part of the Architect's services.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$2,000,000.00) per claim and four million dollars (\$4,000,000.00) in the aggregate.

§ 2.5.6 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.7 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

*(Paragraph deleted)*

#### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants and will neither verify their work nor have responsibility for their errors or omissions. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.8** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare and submit a 95% complete set Construction Documents for the Owner's review and approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria if required of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening and reading aloud of the bids before the City Clerk, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, and will neither verify their work nor have responsibility for their errors or omissions.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1 The Architect shall:**

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Paragraph deleted)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	not provided
§ 4.1.1.3 Measured drawings	not provided
§ 4.1.1.4 Existing facilities surveys	not provided
§ 4.1.1.5 Site evaluation and planning	not provided
§ 4.1.1.6 Building Information Model management responsibilities	not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	not provided

<b>Supplemental Services</b>	<b>Responsibility (Architect, Owner, or not provided)</b>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	not provided
§ 4.1.1.13 On-site project representation	not provided
§ 4.1.1.14 Conformed documents for construction	not provided
§ 4.1.1.15 As-designed record drawings	not provided
§ 4.1.1.16 As-constructed record drawings	not provided
§ 4.1.1.17 Post-occupancy evaluation	not provided
§ 4.1.1.18 Facility support services	not provided
§ 4.1.1.19 Tenant-related services	not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	not provided
§ 4.1.1.21 Telecommunications/data design (Structured Cabling)	Architect
§ 4.1.1.22 Security evaluation and planning	not provided
§ 4.1.1.23 Commissioning	not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.25 Fast-track design services	not provided
§ 4.1.1.26 Multiple bid packages	not provided
§ 4.1.1.27 Historic preservation	not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	not provided
§ 4.1.1.30 Other Supplemental Services	not provided
§ 4.1.1.31 Civil Engineering (Existing city utility rerouting and FEMA)	Owner
§ 4.1.1.32 Renderings	Architect
§ 4.1.1.33 Electronic Design Documentation	Architect
§ 4.1.1.34 Community Presentations	Architect
§ 4.1.1.35 Geotechnical engineering services pursuant to Section 1.1.9.1	Architect / Owner
§ 4.1.1.36 Land survey services pursuant to Section 1.1.9.3	Architect / Owner

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

##### § 4.1.2.1.1 Programming

The Architect shall review the Owner's preliminary design, cost estimate and program, and identify and assist the Owner in identification of additional program information required to complete the design of the Project. The Architect's scope of services includes attending one (1) meeting to verify and ascertain the Owner's program for the Project, one (1) visit/tour of the Owner's existing facility located in Midwest City, one (1) tour of the Broken Arrow Animal Shelter facility located in Broken Arrow with the Owner and one (1) meeting at the Architect's office to finalize the Project's program and requirements. The Project requirements determined as a result of the two (2) meetings will be documented within meeting notes and the Schematic Design Documents.

##### § 4.1.2.1.2 Civil Engineering

Civil Engineering includes design and documentation of on-site parking, grading, drainage, and utilities. The scope of services includes preparation of necessary drawings and specifications, responding to bidder requests for information,

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and construction administration services. Modifications and rerouting of existing city on-site utilities and off-site utility extensions, easement and right-of-way acquisition or vacation, and platting or zoning requirements or changes are excluded.

**§ 4.1.2.1.4 Architectural Interior Design**

The Architect shall provide Architectural Interior Design to include selection and documentation of interior surfaces, materials, finishes and specialty lighting.

**§ 4.1.2.1.5 Telecommunications/Data Design (Structured Cabling)**

The Architect shall prepare a structured cabling specification and drawings that identify telecommunications, data, and security device termination locations, receptacles and cabling requirements. Telecommunication, data, and security systems pathways and devices design and documentation is excluded.

**§ 4.1.2.1.6 Furniture, furnishings, and equipment design**

The Architect shall assist the owner with the selection of furniture, furnishing, and equipment for the Project. The scope of services is limited to review of the Owner's furniture vendor's proposed furniture, furnishings, and equipment, and the coordination of furniture, furnishings, and equipment color and material selection with the architectural interior design colors and materials for the Project. Documentation of furniture, furnishings, and equipment selections and layout is excluded.

**§ 4.1.2.1.7 Renderings**

The Architect shall provide at Schematic Design one (1) colored site plan / floor plan, one (1) exterior image of the building, and one (1) interior image of the building indicating general character of the area of Work contained within the image. Images shall be updated at Design Development. Images will be provided in an electronic PDF or JPEG format of a quality suitable for use in promotional material.

**§ 4.1.2.1.8 Electronic Design Documentation**

The Architect shall provide for Owner use in ACAD format the following drawings: civil utility site plan, architectural floor plan, architectural reflected ceiling plan, mechanical HVAC plan, electrical lighting plan, and electrical power, data, and telecommunication plans.

**§ 4.1.2.1.9 Community Presentations**

The Architect shall attend two (2) Midwest City Council meeting to assist with the presentation the Schematic Design documents and Design Development documents.

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Paragraphs deleted)*

**§ 4.1.2.2.1 Section 4.1.1.9 Landscape design**

Owner to retain landscape and irrigation design services to include design and documentation for the landscape and irrigation scope of the Work. The scope of services shall include preparation of necessary drawings and specifications, permit assistance, responding to bidder requests for information and construction administration services.

**§ 4.1.2.2.2 Section 4.1.1.31 Civil Engineering (Existing city utility rerouting and FEMA)**

Owner shall provide Civil Engineering services for modifications and rerouting of existing city on-site utilities and off-site utility extensions as required for the Work. Owner shall provide civil engineering and legal services as required for modifications of the FEMA Floodplain and FEMA Floodway for the construction of the Project.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 1.1.3 and an appropriate adjustment in the Architect's schedule.

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**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Fourteen (14) visits to the site by the Architect over the during of the project during construction. Visits to the site by the Architect's consultants will be limited to two (2) structural, two (2) civil, one (1) landscape, and three (3) mechanical/electrical site visits.
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of

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the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-eight (28 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. The Architect shall incorporate adjustments and modifications into the Construction Documents which reduce the Project's size, and quality for no additional compensation from the Owner.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner represent that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of marketing promotion of the project, award submission and publication, constructing, using and maintaining the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration or Court proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later court or arbitration proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction, where the Project is located.

*(Paragraphs deleted)*

#### **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### **ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

Int.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. No assignment shall require that the Architect assume duties, risks, or liabilities different from or greater than those provided in this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum

Inf.



Compensation for Basic Services shall be a stipulated sum of ~~one hundred eighty-one thousand, nine hundred seventy-six dollars (\$181,976.00)~~ *95/hump 4/13/19* billed monthly on percentage of completion. The compensation for each phase of services shall be as follows:

Phase 200	Schematic Design Phase	\$34,339.00
Phase 300	Design Development Phase	\$42,924.00
Phase 400	Construction Documents Phase	\$51,509.00
Phase 500	Procurement Phase	\$8,584.00
Phase 600	Construction Phase	\$34,339.00
Phase 701	Furniture, furnishings, and equipment design	\$4,000.00
Phase 702	Renderings	\$3,000.00
<b>Total Basic Compensation</b>		<b>\$178,695.00</b>

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Paragraph deleted)*

.1 Supplemental Services are included within the Architect's Basic Services compensation shown in Section 11.1.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Paragraph deleted)*

The Architect will endeavor to provide a fixed fee for Additional Services when a scope of services can be clearly defined. In all other instances, the Architect will notify the Owner in writing of the need for an additional service and upon the owner's direction to proceed will invoice for the work on an hourly basis until such time as the scope can be defined and a fixed fee can be established.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraph deleted)*

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Selser Schaefer Architects**

Principal Architect	\$185.00	Interior Designer	\$130.00
Associate Principal	\$175.00	Architect III / Designer III	\$140.00
Project Manager	\$175.00	Architect II / Designer II	\$130.00
Project Designer	\$175.00	Architect I / Designer I	\$110.00
Contract Administrator	\$175.00	Administrative	\$70.00
Visualization	\$175.00		

**Professional Engineering Consultants (PEC)**

Principal Engineer	\$155.00	Landscape Architect	\$125.00
Project Manager	\$160.00	Land Use Planner	\$120.00
Project Engineer	\$125.00	Design Technician Supervisor	\$130.00
Design Engineer	\$95.00	Design Technician	\$110.00
Production Assistant	\$70.00	Administrative Assistant	\$60.00

Architect (on behalf of itself and all Architect Consultants) acknowledges and agrees that the above-described hourly rates shall not be subject to any increase for the duration of this Agreement.

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

*(Paragraphs deleted)*

**§ 11.8.3** Reimbursable expenses will not exceed twelve thousand dollars (\$12,000.00).

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero dollars (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % Monthly

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a legal proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Paragraph deleted)*

None known at the time of execution of this Agreement

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

- .2 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**  
 Brandon Clabes, Chief of Police  
 \_\_\_\_\_  
*(Printed name and title)*

*H. Spiek*  
 \_\_\_\_\_  
**ARCHITECT (Signature)**  
 Hank Spieker, AIA, Partner  
 \_\_\_\_\_  
*(Printed name, title, and license number, if required)*

\_\_\_\_\_  
**MAYOR (Signature)**  
 Matthew D. Dukes, Mayor  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CITY ATTORNEY (Signature)**  
 Heather Poole, City Attorney  
 \_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CITY CLERK (Signature)**  
 Sara Hancock, City Clerk  
 \_\_\_\_\_  
*(Printed name and title)*



**Public Works Administration**  
**Vaughn Sullivan, Director**  
[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)  
**R. Paul Streets, Assistant Director**  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
8730 S.E. 15<sup>th</sup> St.  
Midwest City, Oklahoma 73110  
O: 405-739-1060 /Fax: 405-739-1090

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: April 23, 2019

Subject: Discussion and consideration of approving and entering into a contract with ADG P.C. for program and project management services associated with the Moving Midwest City Forward 2018 Bond projects, in the amount of \$472,364.00.

Staff has successfully negotiated a contract with ADG P.C., in the amount of \$472,364.00, for program and project management in conjunction with the Moving Midwest City Forward 2018 Bond projects. Program management services are desirable for the successful implementation of most of these projects. The variety of services vary from project to project and include, but are not limited to: facilities assessment, planning and programming, architectural and engineering plan review, design and construction coordination, and construction observation services. ADG's assistance will supplement City staff and help us insure that these projects are of the highest possible quality, that they are delivered on time, and within budget.

The program and project management scope includes the following projects: Animal Shelter, Reed Baseball Complex, John Conrad Improvements, Mid-America Park, Town Center Park, Police / Fire Joint Training Facility, Fire Station Remodel and Multi-Purpose Athletic Facility.

Currently, ADG is performing these same services for the City of Norman's capital projects program and The City of Oklahoma City's Maps III projects program. Staff has spoken with officials from Norman and Oklahoma City who gave ADG outstanding reviews associated with the quality of their services.

This contract will be funded from savings incurred as part of the cost of bond issuance and the investment proceeds from bond funds. Staff recommends approval.

Vaughn K. Sullivan  
Public Works Director

Enc. Program Management Scope of Services Contract

Contract For

**Program Management Services  
Moving Forward 2018 Bond Issue**

Between

**The City of Midwest City, Oklahoma**

and

**ADG, PC**

## CONTRACT FOR PROGRAM MANAGEMENT SERVICES

This Contract for Program Management Services (“Contract”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Midwest City, Oklahoma, hereinafter referred to as the “City”, and its successors in interest, and ADG P.C., (“Program Manager”).

### PROGRAM MANAGER SERVICES

**WHEREAS**, the City Council of the City of Midwest City, Oklahoma, approved Phase I, Phase II, and Phase III of the 2018 General Obligation Bond Proposal on the 9<sup>th</sup> day of October, 2018 in order to provide a source of funding for certain enumerated projects; and

**WHEREAS**, the voters of the City of Midwest City approved the 2018 Moving Forward Bond Issue at a Special Election called for that purpose held on August 28, 2018; and

**WHEREAS**, Phase I, Phase II, and Phase III of the 2018 Moving Forward Bond Issue provides for a number of projects including, among others, an Animal Shelter, the Reed Baseball Complex, Fire Station Exhaust, Street Repairs, John Conrad Improvements, Mid-America Park, Town Center Park, Water Booster Station, Soccer Facility, Police/Fire Joint Training Facility, and Fire Station Remodel; and

**WHEREAS**, program management services are desirable for the successful implementation of these projects and include a variety of services including but not limited to facilities assessment, planning and programming, architectural and engineering plan review, design and construction coordination and construction observation services (“Program Management Services”); and

**WHEREAS**, City Staff initiated a Request for Proposals in November of 2018 to qualified firms including ADG P.C. to perform the Program Management Services; and

**WHEREAS**, the City has interviewed and negotiated with ADG P.C. (“Program Manager”) with the result being this Contract to provide the necessary Program Management Services for the City for City Council review and consideration.

**NOW, THEREFORE**, in consideration of the mutual covenants contained hereinafter the Parties agree to the following:

1. **Definitions.** All terms not expressly defined herein shall have their ordinary meanings:

1.1 “Additional Services”

Those services listed in Exhibit “B” of this Contract, which may or may not be required in the future, depending upon conditions existing during the Term of this Contract.

1.2	“Basic Services”	Those services listed in Exhibit “A” of this Contract and which are considered essential to the Program.
1.3	“Contract”	The written agreement between The City and the Program Manager covering the services to be performed by the Program Manager, and covering the duties, obligations and rights of the Parties.
1.4	“Parties”	The City and the Program Manager.
1.5	“Program”	The scope of work defined by this Contract.
1.6	“Program Budget”	The estimated cost to implement the Program, which shall include Program Manager’s good faith estimate of inflation contingency.
1.7	“Program Coordinator”	The designated representative of The City.
1.8	“Program Schedule”	Program Manager’s estimated schedule, taking into consideration sequencing of Projects, bond revenue availability, architects and/or engineers services, Program Manager’s services and construction of all Projects.
1.9	“Project”	An individual project or projects, identified in the Program as specified in the attachments
1.10	“Project Requirements”	A document developed and published by Program Manager with the assistance of the Program Coordinator that contains the criteria necessary for the design of a Project, including types of spaces required for the various functions of a Project.

2. **Basic Services.** The Program Manager's scope of work on the Program shall include professional services to assist the Program Coordinator in the implementation of the Program, as particularly identified in Exhibit "A" which is attached hereto and made a part hereof.

3. **Additional Services.** Additional Services are Program related services as enumerated in Exhibit "B," attached hereto and made a part hereof, and are not included as Basic Services. Additional Services shall only be provided upon prior written and clearly detailed direction from the Program Coordinator, acting within the limits of State law, and policies established by The City, and upon acceptance by the Program Manager. Any Additional Services performed pursuant to the above written direction shall be paid in accordance with the Compensation and Payment paragraph of this Contract.

4. **Authorization of Work and Services.** This Contract represents an agreement for the Program Manager to provide Basic Services to be compensated through authorization upon the execution of this Contract with The City.

5. **Standard of Care.** In providing the services herein, the Program Manager agrees to perform such services with a reasonable standard of care, skill, diligence and professional competency normally employed by professionals performing the same or similar services situated in the same community. The Program Manager further agrees to furnish its professional skill and judgment with due care and in accordance with any specific requirements of this Contract. The services to be provided by the Program Manager are to be performed in cooperation with and in reliance upon the work and services to be performed by The City staff. The Program Manager agrees to furnish efficient business administration and management services pursuant to the terms of this Contract and to use its professional efforts at all times in an expeditious and economical manner consistent with the interests of The City.

6. **Corrections in Services and Deliverables.** The Program Manager agrees to make any necessary corrections to services or deliverables furnished under this Contract, when such services or deliverables contain any errors, deficiencies or inadequacies, which Program Manager could have reasonably foreseen, and which were caused by the negligence or willful acts or omissions of the Program Manager, at no cost to The City. Program Manager shall not be liable for the failures or deficiencies of Architects, Third Party Consultants, Contractors or Construction Managers.

7. **Ownership of Work Product.** Upon payment for services involved in its production, creation or accumulation, title to the work product produced, created or accumulated in performing this Contract shall pass to and remain the property of The City, including but not limited to the work product reflected in or contained in any and all documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials ("Intellectual Property"). All Intellectual Property shall be considered to be "Work for Hire" and may be



reproduced, distributed and published by The City in whole or in part without permission or any additional payments or fees to the Program Manager. Any reuse of said Intellectual Property by The City shall be at The City' own risk and responsibility and not that of the Program Manager. The City hereby authorizes the Program Manager to use and reproduce Intellectual Property so long as such use does not include data developed which is specific to The City.

8. **Hazardous Materials.** The Program Manager shall have no responsibility for the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials of any type or in any form at the Project sites. However, the Program Manager agrees to notify the Program Coordinator of any hazardous materials identified during the performance of the work.

9. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon The City unless such work or service is first approved in writing by The City.

10. **Stop Work Order.** Upon notice to the Program Manager, the Program Coordinator may issue a Stop Work Order suspending the performance of work and/or services under this Contract. The Stop Work Order shall not terminate or suspend any of the required provisions of the Indemnity and Insurance paragraph of this Contract.

12. **Independent Contractor.** The Parties agree that the Program Manager is an independent contractor and not an employee or joint venturer with The City. No third party beneficiary relationship is hereby established. All contracts relating to the design, engineering and construction of the Projects shall be entered into by The City, and not Project Manager.

13. **Sub-consultants and Conflicts of Interest.** The Program Manager agrees to provide to the Program Coordinator, for pre-engagement approval, a list of any sub-consultants the Program Manager intends to engage to perform services related to this Contract. Such approval may not be unreasonably withheld by the Program Coordinator. The Program Manager will fully inform and advise all sub-consultants hired of the provisions contained in this Contract and of The City requirements hereunder, and will not enter into any contracts inconsistent with the provisions hereof, and will secure performance of the services to be rendered by such sub-consultants in accordance with and as required by the provisions of this Contract. Notwithstanding the approval of any sub-consultant hired by the Program Manager, the Program Manager shall be solely responsible for the fees of such sub-consultant, the services performed by such sub-consultant, and directing and supervising such sub-consultant.

Upon approval in writing by the Program Coordinator, the Program Manager and any of its sub-consultants shall be permitted to provide Additional Services to The City.

The Program Manager shall require all employees, sub-consultants and subcontractors engaged by the Program Manager to advise the Program Coordinator of any business

relationships, formal or otherwise, which may pertain directly or indirectly to the Program and which may, in any way, be construed to be a conflict of interest.

14. **Compensation and Payment.**

14.1 **Basic Services Compensation.** The Program Manager shall be compensated for Basic Services in accordance with the provisions of the Schedule of Values attached hereto as Exhibit "C".

14.2 **Additional Services Compensation.** Additional Services, as set forth in Exhibit "B", are to be provided by the Program Manager only with the prior written authorization of The City. Program Manager Compensation for Additional Services shall be agreed to in writing by Program Coordinator and shall be based upon hourly rates set forth in Exhibit "C".

**Payment.** The Program Manager shall present two (2) copies of the invoice with two (2) properly executed claim vouchers to the Program Coordinator for payment. Invoices shall be submitted monthly as provided on the attached Exhibit "C".

Invoices submitted by the Program Manager shall meet the standards of quality established under this Contract.

The City agrees to pay the Program Manager through the normal invoice payment processes to be initiated within ten (10) business days after the receipt and approval of the invoice. Payment of any invoice for any work or services shall not be deemed to be recognition of satisfactory performance of said work or services or a waiver of any right of The City or any obligation of the Program Manager should it be determined later that said work or services were not performed or provided in accordance with the standards required by the Contract. Final payment shall not be deemed to waive any rights or obligations of the Parties to this Contract.

15. **Indemnity and Insurance.**

15.1 **Indemnity.** The Program Manager hereby agrees to release, defend, indemnify, and save harmless The City, and its officers, agents, and employees, (i) from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, as well as, (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions, or proceedings of any kind or nature whatsoever arising out of or resulting from loss of, or damage to, property, or injuries to, or death of, any person or persons but only to the extent caused by the negligence or omissions of the Program Manager, including, without limiting the generality of the foregoing, negligence or willful acts and omissions of Program Manager's officers, employees, representatives, suppliers, invitees, contractors, or agents in connection with this Contract. Provided, however, the Program Manager shall not be liable

hereunder for any loss solely occasioned by the wrongful acts of The City or its officers, agents, and employees or any one for whom Program Manager is not legally responsible. This Indemnity provision does not apply to Workers' Compensation claims by The City employees. Each party agrees to give the other party(s) hereto prompt notice of any claims, suits, actions or proceedings.

In the event The City determines there is a conflict of interest between the Program Manager and The City with respect to legal representation in the defense of third party claims, the Program Manager will provide and pay for separate legal counsel to the interests of The City. The minimum insurance requirements set forth below shall not be deemed to limit or define the obligations of the Program Manager hereunder.

15.2 **Insurance.** Prior to beginning work, the Program Manager shall obtain and furnish to the Program Coordinator current copies of certificates of insurance required below. The required insurance shall be maintained in full force and effect until completion and acceptance by The City of the Program. The Program Manager shall maintain insurance, written with an insurance company acceptable to The City, for the coverages and amounts of coverages not less than those set forth below. Except for professional liability insurance, no claims made policy shall be accepted. Certification of insurance shall be provided by the Program Manager. Said insurance certificates shall provide that there may be no termination, non-renewal by the Insurer or reduction of the policy limits by endorsement of such coverage without thirty (30) days prior written notice to The City, in conformance with the provisions of this Contract. The amounts of such coverage shall be:

- A. Adequate workers' compensation coverage to comply with state laws and employer's liability coverage in the minimum amount of \$125,000.
- B. Commercial general liability coverage sufficient to meet The City maximum liability under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto. The current required minimum commercial general liability coverage is \$125,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name The City as additional insured.
- C. Comprehensive automobile liability coverage sufficient to meet The City' maximum liability under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto. The current required minimum comprehensive automobile liability coverage is: \$125,000 per person for bodily injury or death, \$25,000 for property damage, and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance

provided hereunder shall name The City as additional insured.

- D. Valuable paper insurance in an amount of \$100,000 to assure the restoration in the event of the loss or destruction of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (collectively referred to as "documents" in this subparagraph) obtained or prepared as a part of this Contract and the delivery of said documents to The City upon the completion, expiration, cancellation or termination of this Contract. The City shall be named as loss payee for its interest only.
- E. Professional liability insurance evidencing the Program Manager's coverage in an amount not less than \$1,000,000. Professional liability insurance shall be maintained for a period of three (3) years after completion of the Program or earlier termination of the Program Manager's services.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract. All policies, unless specified otherwise, shall remain in full force and effect until the completion of the Program or one (1) year after the termination of the Program Manager's services under this Contract.

The lapse of any of the insurance coverages required above is deemed to be a breach of this Contract. The City may at its option suspend, cancel or terminate this Contract until there is full compliance with this paragraph, or cancel and/or seek damages for the breach of this Contract.

16. **Prohibition Against Collusion.** The Program Manager warrants it has not employed or retained any company or person other than a bona fide employee working solely for the Program Manager to solicit or secure this Contract, and the Program Manager further warrants it has not paid nor agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Program Manager, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

17. **Nondiscrimination.** In connection with the performance of work under this Contract the Program Manager agrees as follows:

17.1 The Program Manager agrees not to discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry, or disability. The Program Manager shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry, or disability as defined by the Americans with Disabilities Act. Such

actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruiting or recruitment, advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Program Manager shall agree to post in a conspicuous place in its corporate office, available to employees and applicants for employment, notices to be provided by The City setting forth provisions of this section.

17.2 In the event of the Program Manager's non-compliance with this nondiscrimination clause, the Contract may be canceled or terminated by The City. The Program Manager may be declared by The City ineligible for further contracts with The City until satisfactory proof of intent to comply shall be made by the Program Manager.

17.3 The Program Manager agrees to include this nondiscrimination clause in any subcontracts connected with the performance of the Contract.

18. **Reporting to The City.** The Program Manager shall report to The City through the Program Coordinator on a regular basis as further described in Attachment A and as reasonably requested by Program Coordinator.

19. **Notices.** All notices and orders given pursuant to this Contract shall be in writing and may be delivered (a) by deposit in the U.S. Mail, marked certified or registered mail, return receipt requested, with postage prepaid; or (b) by delivery to a reputable national overnight courier service addressed to the parties at the addresses set forth below in accordance with this Section:

To The City:

City of Midwest City  
Attn: Mr. Guy Henson, City Manager  
100 North Midwest Boulevard  
Midwest City, OK 73110  
Phone 405.739.1207

City of Midwest City  
Attn: Mr. Tim Lyon, Assistant City Manager  
100 North Midwest Boulevard  
Midwest City, OK 73110  
Phone 405.739.1201

City of Midwest City  
Attn: Mr. Vaughn Sullivan, Public Works Director  
8730 SE 15th Street  
Midwest City, OK 73110  
Phone 405.739.1066

and

To the Program Manager:

ADG P.C.  
Attn: Thomas H. Wilson, NCARB, AIA  
920 W. Main St.  
Oklahoma City, OK 73106  
Phone 405.232.5700

The address of any person or party may be changed by notice to the other party given in the manner described above. All such notices and orders shall be deemed received when delivered or when deposited in the United States mail.

20. **Compliance with Law, Ordinances, Specifications and Regulations.**

The Program Manager shall comply with all existing federal, state and local laws, standards, codes, ordinances, administrative regulations, and all amendments and additions thereto, pertaining in any manner to the services provided under the provisions of this Contract.

21. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

22. **Records and Accounts.** During the Term of this Contract and continuing for a period of the longer of three (3) years after the final completion of this Contract, or until the final resolution of any outstanding disputes between The City and Program Manager, the Program Manager shall maintain its internal accounting records and other supporting documents pertaining to the invoicing for costs of all services for this Contract. The Program Manager shall maintain its records in accordance with generally accepted accounting principles consistently applied, and shall permit periodic audits by The City and The City authorized representative. The periodic audits of the records in support of invoices for the Contract shall be performed at times and places mutually agreed upon by the Program Coordinator and the Program Manager. Verification of the Program Manager's pay claims will be limited to time sheets, payroll records, receipts and related documents that support the Program Manager's monthly invoices.

23. **Entire Contract; Modification.** This Contract expresses the entire understanding of The City and the Program Manager concerning the Contract, and neither The City nor the Program Manager has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein. This Contract may be modified only by a written amendment of subsequent date hereto, approved by The City and the Program Manager.

24. **Amendment.** This Contract may be amended, as needed, to provide for additional Program Management Services. Any amendment to the Contract must be in

writing and be approved by the Parties.

25. **Termination of Contract.**

25.1 **Discretionary Termination.** This Contract may be terminated in whole or in part by The City, in its sole discretion, with or without cause, upon thirty (30) days written notice to the Program Manager. Such notice of termination shall be effectuated by delivery of a Notice to the Program Manager pursuant to the Notices paragraph hereof.

25.2 **Termination for Default.** This Contract may be terminated by either party upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms after due notice and thirty (30) days within which to correct the default.

25.3 **Payment upon Termination.** In the event of the termination of this Contract, not the fault of the Program Manager, the Program Manager shall be compensated for all services performed to the date of termination. The rights and remedies of The City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract. Termination herein shall not terminate or suspend any of the required provisions of the Indemnity and Insurance paragraph of this Contract.

25.4 **Method of Termination.** Upon receipt of the notice of termination, the Program Manager shall (i) immediately discontinue all work and services affected unless the notice directs otherwise, and (ii) within seven (7) days following Program Manager's receipt of payment as provided in the Payment upon Termination paragraph of this Contract, deliver to the Program Coordinator copies of all documents, data, drawings, specifications, reports, calculations, field notes, computer files, and other information and materials accumulated in performing this Contract, whether complete or incomplete, unless the notice directs otherwise.

25.5 **Assignment upon Termination.** In the event of the termination of this Contract prior to completion of the Program, regardless of the reason for said termination, the Program Manager shall immediately assign to The City those contracts between Program Manager and the Program Manager's sub-consultants, as The City may designate in writing. With respect to those contracts assigned to and accepted by The City, The City shall only be required to compensate such Program Manager's sub-consultants for compensation accruing to such parties under the terms of their agreements with the Program Manager from and after the date of such assignment to and acceptance by The City. All sums claimed by such Program Manager's sub-consultants to be due and owing for services performed prior to such assignment and acceptance by The City shall not constitute a debt of The City, and The City shall in no way be deemed liable for such sums. The Program Manager shall include this provision

and The City' rights and obligations hereunder in all agreements or contracts entered into with the Program Manager's sub-consultants.

26. **Assignment.** Inasmuch as this Contract is a personal service agreement which relies on the personal integrity, financial standing and unique ability and expertise of the Program Manager to assist in the development and management of all phases of the Program, it has been agreed by both The City and the Program Manager that the Program Manager may not assign its interest in said Contract without prior written consent of The City.

The Program Manager may not assign this Contract or any interest therein by operation of law, process, or proceeding of any court or otherwise; or assign any portion thereof without first obtaining the prior written approval of The City; moreover, at least thirty (30) days prior to any contemplated assignment of this Contract by any operation of law, process, or proceeding of any court or otherwise, the Program Manager shall submit a written request to The City, and the Program Manager shall submit evidence showing good and sufficient financial worth and adequate experience in the operation of the Program on the part of the contemplated assignee. In any event, no assignment shall be made or shall be effective unless the Program Manager shall not be in default on any of the terms, provisions, covenants and conditions herein contained. Further, in no event shall any assignment be effective, regardless of any submissions to The City, without the prior written approval of The City. The party to whom such assignment is made shall expressly assume in writing and agree to be bound by and fulfill all of the terms, covenants, obligations, and agreements contained in this Contract.

Moreover, no assignment shall release the Program Manager from any of the terms, covenants, or conditions herein contained on the part of the Program Manager to be performed, kept and observed. Further, in the event of an approved assignment, the assignee shall not assign any portion of the Contract except with the prior approval of The City and the Program Manager herein, and any assignment by the Program Manager shall contain a clause to this effect.

27. **Relationship to Contractor and Construction Manager.** ADG, P.C. shall not be responsible for construction means, methods, techniques, sequences of operations, nor shall ADG, P.C. have charge over, or responsibility for, safety precautions connected with any Project or the Program.

28. **Time is of the Essence.** Both The City and the Program Manager expressly agree that time is of the essence with respect to this Contract.

29. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Contract.

30. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which



shall constitute but one and the same instrument.

31. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and do not constitute a part of this Contract, and shall not affect the meaning, construction, interpretation or effect hereof.

32. **Survival of Representations.** All representations and covenants of the Parties shall survive the expiration of the Term of the Contract.

33. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties and their respective successors and permitted assigns. This Contract is solely for the benefit of the Parties, and none of the provisions hereof are intended to benefit third parties.

34. **Venue of Actions.** The Parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of Oklahoma County.

35. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by The City.

36. **Term.** It is understood and agreed by and between the parties that it is the intent of the parties that the term of this agreement is for a term of thirty-six (36) months or until the services of ADG P.C. are no longer needed as determined by the City; provided, however, that the parties understand and agree that under the statutes of the State of Oklahoma, the fiscal limitation requires that the initial term of the agreement shall continue through June 30, 2019, with provision, however, that the agreement is subject to renewal by the mutual ratification on or before the first of July for each of the succeeding years along with annual appropriation of funding for this Agreement. In the event of a mutual ratification each year by the parties and accompanying annual appropriation of funding, then the agreement shall expire on or before the thirty-sixth month following the date of approval by the City Council.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract the day and year first written above.

**ATTEST:**

**ADG P.C.**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**ATTEST:**

**THE CITY**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Office of the City Attorney

## **EXHIBIT A BASIC SERVICES**

Upon written direction by the City, the Program Manager hereby agrees that it will perform in accordance with the standard of care as identified in the Standard of Care paragraph of the Contract, the following Basic Services required for the development and implementation of the Program. The following projects shall be considered within the scope of the Program and BASIC SERVICES:

- Animal Shelter
- Reed Baseball Complex
- John Conrad Improvements
- Mid-America Park
- Town Center Park
- Police / Fire Joint Training Facility
- Fire Station Remodel
- Multi-Purpose Athletic Facility

**A. Project Services:** The following services shall be provided, as required, and implied by Exhibit B, for each project included in the Program:

**a. Pre-Design Phase Services**

- i. Delivery Method Recommendations:** ADG will provide recommendations to the City regarding the most appropriate and cost-effective delivery method for each project included in the scope of Basic Services. These recommendations will be based on a review of specific project characteristics, prior experience with similar projects, and local market conditions.
- ii. RFQ and RFP Development / Review:** ADG will assist in the development and or review RFQ's and RFP's for design services for each Project. RFQs and RFPs are the basis for complete and quality work provided by qualified design consultants.
- iii. Consultant Selection Support:** ADG will assist the City in completing the consultant selection process. Support will include:
  1. Reviewing submitted RFQs/RFPs.
  2. Making recommendations for design teams which should be formally interviewed by the City.
  3. Attending design team interviews.
  4. Making recommendations regarding the best-suited firm(s) for a given project based on information presented by each design team as well as information provided as a part of the original RFQ/RFP response.
- iv. Preliminary Budget Review and Cost-Estimate Preparation:** ADG will prepare an independent cost-estimate of projects included in the Program for review and consideration by the City. The independent cost-estimate will be based on all available information and will include a summary document

explaining assumptions which were made in preparation of the estimate. For projects where detailed cost-estimates have been previously prepared by the City, ADG will complete a comparative analysis of both estimates and identify where differences exist and how these differences should be planned for in executing a given project.

- v. **Consultant Contract Review:** ADG will support the City in reviewing proposed contractual agreements between the City and the Prime Consultant. This support will be based on generally accepted industry standards and will not include formal legal review which is anticipated to be completed by City legal counsel.

**b. Design Phase Services**

- i. **Construction Document Review:** ADG will complete a comprehensive review of design team submittals (both Construction Drawings and Construction Specifications) at the completion of Schematic Design (35% Construction Documents), Design Development (65% Construction Documents), 95% Construction Documents, and FINAL Construction Documents. This review will include peer review by ADG's in-house Architectural, Civil, Landscape, and MEP staff. Review of deliverables prepared by all other disciplines shall be completed by properly qualified sub-consultants under a separate contract with ADG. The comprehensive review will include checking for readably observable omissions, construction, and code issues. All reviews will be completed digitally using PDF files provided by the design team. In addition to *redlined* drawings and specifications, a summary table of all comments will be prepared by ADG and returned to the City at the completion of each review.
- ii. **Cost Estimate Reviews:** ADG will review the design team cost-estimate at the completion of Schematic Design (35% Construction Documents), Design Development (65% Construction Documents), 95% Construction Documents, and FINAL Construction Documents. This review will be completed by a professional cost-estimator under separate agreement with ADG. Deviations from the cost-estimate which are anticipated based on local market conditions will be noted and included in summary comments provided as a part of ADG's Construction Document Review.
- iii. **Value Engineering (VE) Review and Recommendations:** A comprehensive VE review will be completed as required to meet the project budget on submittals provided by the design team at the conclusion of Schematic Design (35% Construction Documents), Design Development (65% Construction Documents), 95% Construction Documents, and FINAL Construction Documents. This review will be completed by ADG's in-house Architectural, Civil, Landscape, and MEP staff. VE Review of deliverables prepared by all other disciplines shall be completed by properly qualified sub-consultants under a separate contract with ADG. VE comments will be included in summary comments provided as a part of ADG's Construction Document review. VE comments will focus on components of the project where a reduction in cost might be possible by using different manufacturers, construction materials, or construction techniques.

**c. Construction Phase Services**

- i. RFQ and RFP Development / Review:** ADG will assist in the development and or review RFQs and RFPs for construction services as appropriate for the Project. RFQ's and RFP's are the basis for complete and quality work provided by qualified contractors.
- ii. Construction Manager (CM) Selection Support:** For projects where the City has elected to use a CM at Risk delivery method, ADG will assist the City in completing the CM selection process. Support will include:
  - 1. Reviewing submitted RFQs/RFPs.
  - 2. Making recommendations for CMs which should be formally interviewed by the City.
  - 3. Attending CM interviews.
  - 4. Making recommendations regarding the best-suited CMs for a given project based on information presented by each CM as well as information provided as a part of the original RFQ/RFP response.
- iii. Construction Contract Review:** ADG will support the City in reviewing proposed contractual agreements between the City and the General Contractor (GC) or CM. This support will be based on generally accepted industry standards and will not include formal legal review which is anticipated to be completed by City legal counsel.
- iv. Limited On-Site Construction Observation:** ADG will visit the construction site to complete a general review of construction status and progress. A summary report documenting ADG's observations on each project will be prepared and submitted to the City on a monthly basis.

## **EXHIBIT B ADDITIONAL SERVICES**

Additional Services will only be provided upon prior written and clearly detailed direction of The City. The Program Manager may be directed to perform any, all, or none of the following Additional Services:

1. Provide assistance, analysis and coordination of work or services to be performed under separate contracts or to be performed by The City's own forces.
2. Provide analysis and services related to future facilities, systems improvements and equipment, which are not intended to be designed or constructed as a part of the Program.
3. Provide "ground-up" construction cost estimates for Projects, except for conceptual cost estimates required to produce the Program Budget.
4. Provide architectural and engineering design services required for any individual Project that includes but is not limited to building design, selection and procurement of equipment and other related equipment for the individual Projects.
5. Gathering, reviewing or analyzing data not directly related to the physical plant of any Project, such as demographic information, Information Technology, security or transportation.
6. Make revisions due to deficiencies or conflicts in documents prepared by The City, third party architects and/or engineer of record for any Project..
7. Provide professional services made immediately necessary by the default of the architect and/or engineer of record or contractor for any Project.
8. Trips requested by The City which require travel of more than 50 miles in one direction.
9. Attendance or presentations at Public Meetings including City Council, City Planning Commission, or other similar oversight boards or committees.
10. Attendance at and documentation of program/project stakeholder meetings. Provide extraordinary and continuing alternative dispute resolution services.
11. Prepare to serve or serve as expert witness in connection with any legal proceeding.
12. Provide detailed building surveys and produce existing condition drawings of structures to be remodeled, renovated or removed. These services may include the conversion of existing drawings to electronic media.

13. Provide assistance in public relations or marketing efforts either with Program Manager's employees directly or through a sub-consultant of Program Manager, which sub-consultant will be submitted to Program Coordinator for approval.
14. Services required by Program Manager resulting from delays caused in whole or in part by:
  - a. Changes to the Program or to Project(s) directed by The City
  - b. Default of Architect, Contractor or Construction Manager
15. Pre-Design, Design, or Construction Phase Services for projects not specifically identified in Exhibit A, or for which fees have not been assigned in Exhibit C.
16. Pre-Design, Design, and Construction Phase Services for Street Repair Projects (Phases I and II), Soccer Facility, and Water Booster Station.
17. Preparation of over-arching program budgets, schedules, and monthly program reports.
18. Comprehensive Construction Phase Services including construction inspection services; RFI and change order assistance; pay application and invoice review; as well as punchlist preparation and review.
19. Provision of program management services beyond December 31, 2021.

**EXHIBIT C  
COMPENSATION AND SCHEDULE OF VALUES  
CONTRACT FOR PROGRAM MANAGEMENT SERVICES**

**BASIC SERVICES**

Program Manager shall be compensated on each project according to the following schedule:

Task No	Description	Anticipated Project Budget	Fee
<b>1.0</b>	<b>Animal Shelter</b>	<b>\$ 2,513,200</b>	<b>\$ 50,264.00</b>
1.1	Pre-Design Phase Services		\$ 15,079.20
1.1.1	Delivery Method Recommendations		\$ 3,769.80
1.1.2	RFQ/RFP Development/Review		\$ -
1.1.3	Consultant Selection Support		\$ -
1.1.4	Prelim. Budget Review / Cost-Estimate Prep.		\$ 7,539.60
1.1.5	Consultant Contract Review		\$ 3,769.80
1.2	Design Phase Services		\$ 20,105.60
1.3	Construction Phase Services		\$ 15,079.20
<b>2.0</b>	<b>Reed Baseball Complex</b>	<b>\$ 1,648,000</b>	<b>\$ 41,200.00</b>
2.1	Pre-Design Phase Services		\$ 12,360.00
2.2	Design Phase Services		\$ 18,540.00
2.3	Construction Phase Services		\$ 10,300.00
<b>3.0</b>	<b>John Conrad</b>	<b>\$ 4,288,000</b>	<b>\$ 107,200.00</b>
3.1	Pre-Design Phase Services		\$ 32,160.00
3.2	Design Phase Services		\$ 48,240.00
3.3	Construction Phase Services		\$ 26,800.00
<b>4.0</b>	<b>Mid-America Park</b>	<b>\$ 1,648,000</b>	<b>\$ 32,960.00</b>
4.1	Pre-Design Phase Services		\$ 4,944.00
4.1.1	Delivery Method Recommendations		\$ 988.80
4.1.2	RFQ/RFP Development/Review		\$ -
4.1.3	Consultant Selection Support		\$ -
4.1.4	Prelim. Budget Review / Cost-Estimate Prep.		\$ 2,472.00
4.1.5	Consultant Contract Review		\$ 1,483.20



Task No	Description	Anticipated Project Budget	Fee
4.2	Design Phase Services		\$ 11,536.00
4.3	Construction Phase Services		\$ 16,480.00
<b>5.0</b>	<b>Town Center Park</b>	<b>\$ 3,542,000</b>	<b>\$ 70,840.00</b>
5.1	Pre-Design Phase Services		\$ 10,626.00
5.1.1	Delivery Method Recommendations		\$ 2,125.20
5.1.2	RFQ/RFP Development/Review		\$ -
5.1.3	Consultant Selection Support		\$ -
5.1.4	Prelim. Budget Review / Cost-Estimate Prep.		\$ 5,313.00
5.1.5	Consultant Contract Review		\$ 3,187.80
5.2	Design Phase Services		\$ 24,794.00
5.3	Construction Phase Services		\$ 35,420.00
<b>6.0</b>	<b>Police / Fire Joint Training Facility</b>	<b>\$ 299,495</b>	<b>\$ 17,000.00</b>
6.1	Pre-Design Phase Services		\$ -
6.2	Design Phase Services		\$ 10,000.00
6.2.1	Construction Document Review		\$ 10,000.00
6.2.2	Cost-estimate Review		\$ -
6.2.3	VE Review and Recommendations		\$ -
6.3	Construction Phase Services		\$ 7,000.00
6.3.1	GM/GC Selection Review		\$ 4,000.00
6.3.2	Construction Contract Review		\$ 3,000.00
6.3.3	Limited On-Site Construction Observation		\$ -
6.3.4	Project Closeout		\$ -
<b>7.0</b>	<b>Fire Station Remodel</b>	<b>\$ 576,800</b>	<b>\$ 19,000.00</b>
7.1	Pre-Design Phase Services		\$ 2,500.00
7.1.1	Delivery Method Recommendations		\$ -
7.1.2	RFQ/RFP Development/Review		\$ -
7.1.3	Consultant Selection Support		\$ -
7.1.4	Prelim. Budget Review / Cost-Estimate Prep.		\$ -
7.1.5	Consultant Contract Review		\$ 2,500.00
7.2	Design Phase Services		\$ 7,500.00
7.2.1	Construction Document Review		\$ 7,500.00
7.2.2	Cost-estimate Review		\$ -

Task No	Description	Anticipated Project Budget	Fee
7.2.3	VE Review and Recommendations		\$ -
7.3	Construction Phase Services		\$ 9,000.00
7.3.1	GM/GC Selection Review		\$ 5,500.00
7.3.2	Construction Contract Review		\$ 3,500.00
7.3.3	Limited On-Site Construction Observation		\$ -
7.3.4	Project Closeout		\$ -
8.0	<b>Multi-Purpose Athletic Facility</b>	<b>\$ 5,356,000</b>	<b>\$ 133,900.00</b>
8.1	Pre-Design Phase Services		\$ 40,170.00
8.2	Design Phase Services		\$ 60,255.00
8.3	Construction Phase Services		\$ 33,475.00
	<b>Total</b>		<b>\$ 472,364.00</b>

All reimbursable expenses, including reprographics and the cost of sub-consultants shall be billed to the Owner at Cost. Travel expenses shall be billed at the rate then published by the General Accounting Office of the Federal Government. Per Exhibit B, mileage associated with trips less than 50-miles in one direction shall be included in the scope of Basic Services and shall not be billed to the Owner.

### **ADDITIONAL SERVICES**

Additional Services shall be billed to the City on an hourly basis according to the following schedule:

#### Administrative Staff

Principal	\$250/hr
Director of Program Management	\$175/hr
Director of Urban Planning	\$150/hr
Director of Landscape Architecture	\$150/hr
Program Management Project Manager	\$125/hr
Office Administrator	\$ 90/hr
Marketing Director	\$ 90/hr
Marketing Assistant	\$ 45/hr
IT Administrator	\$ 75/hr
Administrative Assistant	\$ 45/hr
BIM/CAD Technician Manager	\$ 70/hr
Project Coordinator	\$ 75/hr

#### Construction Administration Staff

Senior Construction Administrator	\$ 90/hr
Construction Administrator	\$ 75/hr

Production Staff

Project Manager (Architect III)	\$125/hr
Architect II	\$105/hr
Architect I \$	\$ 90/hr
Intern Architect III	\$ 80/hr
Intern Architect II	\$ 70/hr
Intern Architect I	\$ 60/hr
Intern Architect Student	\$ 35/hr
Architectural Cadd Tech	\$ 60/hr
Specification Writer	\$ 105/hr

Design Staff

Director of Design - Architecture	\$175/hr
Director of Interior Design	\$175/hr
Interior Designer III	\$ 90/hr
Interior Designer II	\$ 75/hr
Interior Designer I	\$ 60/hr

Engineering Staff

Senior MEP & Civil Engineer	\$175/hr
MEP & Civil Engineer	\$110/hr
Senior Mechanical Designer	\$130/hr
Intern Engineer Student	\$ 35/hr
MEP Cadd Tech	\$ 70/hr
Civil Cadd Tech III	\$ 80/hr
Civil Cadd Tech	\$ 60/hr

The Program Manager shall notify the City, and receive a written authorization from the City, prior to providing any services which are outside the scope of BASIC SERVICES. Part of this notification shall include an estimated Not to Exceed cost for provision of the additional services.

Additional Services invoiced to the City shall be grouped by phase, task, or activity as directed by the City. All reimbursable expenses, including the cost of sub-consultants, shall be billed to the City at Cost.



**Public Works Administration**  
**Vaughn Sullivan, Director**  
[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)  
**R. Paul Streets, Assistant Director**  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
8730 S.E. 15<sup>th</sup> St.  
Midwest City, Oklahoma 73110  
O: 405-739-1060 /Fax: 405-739-1090

MEMORANDUM

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: April 23, 2019

Subject: Discussion and consideration of approving and entering into a contract with Smith, Roberts, Baldischwiler, L.L.C. (S.R.B.) for construction administration and inspection services associated with the Moving Midwest City Forward 2018 Bond Proposition I, Street Rehabilitation, in the amount of \$205,200.00.

Staff has successfully negotiated a contract with S.R.B., in the amount of \$205,200.00, for construction administration and inspection services associated with the Moving Midwest City Forward 2018 Bond Proposition I, Street Rehabilitation. Program management and inspection services are desirable for the successful implementation of street rehabilitation projects citywide. The variety of services will vary from project to project and include, but are not limited to, project management, construction coordination and inspections. S.R.B.'s assistance will supplement City staff and help us insure that these projects are of the highest possible quality, that they are delivered on time and within budget.

Currently, S.R.B. is performing these same services for the City of Nichols Hills' capital projects program and The City of Oklahoma City's Maps III projects program. Staff has spoken with officials from Nichols Hills and Oklahoma City and S.R.B. has received outstanding reviews associated with the quality of their services.

This contract will be funded from savings incurred as part of the cost of bond issuance and the investment proceeds from bond funds. Staff recommends approval.

Vaughn K. Sullivan  
Public Works Director

Enc. Program Management and Inspections Scope of Services Contract



**ENGINEERING | SURVEYING | PLANNING**

SMITH ROBERTS BALDISCHWILER, LLC

CONSULTING ENGINEERS – CERTIFICATE OF AUTHORIZATION No. 3949  
100 N.E. 5<sup>TH</sup> STREET, OKLAHOMA CITY, OKLAHOMA 73104  
TEL: 405/840-7094 FAX: 405/840-9116

**AGREEMENT**

**PERSON OR ENTITY PLACING ORDER:**

<b>NAME / COMPANY</b>	City of Midwest City/Public Works Department		
<b>ADDRESS</b>	8730 S.E. 15 <sup>th</sup> St.		
<b>CITY, STATE, ZIP</b>	Midwest City, OK 73110		
<b>TELEPHONE</b>	OFFICE: 405-739-1061	CELL:	FAX:
<b>EMAIL</b>	VSULLIVAN@MIDWESTCITYOK.ORG		
<b>CONTACT</b>	NAME: MR. VAUGHN K. SULLIVAN	TITLE: PUBLIC WORKS DIRECTOR	

**PERSON OR ENTITY RESPONSIBLE FOR PAYMENT (“CLIENT”):**

CHECK IF SAME AS ABOVE

<b>NAME / COMPANY</b>			
<b>ADDRESS</b>			
<b>CITY, STATE, ZIP</b>			
<b>TELEPHONE</b>	OFFICE:	CELL:	FAX:
<b>EMAIL</b>			
<b>CONTACT</b>	NAME:	TITLE:	

**PROJECT NAME/DESCRIPTION:** CONSTRUCTION MANAGEMENT & INSPECTION FOR 2018 MOVING FORWARD BOND PROGRAM

**SCOPE OF SERVICES:** EXHIBIT A STATES ALL OF OUR SERVICES IF YOU WISH TO USE FOR ADDITIONAL SERVICES, EXHIBIT A-1 DESCRIBES OUR INSPECTORS ROLLS WITH LIMITED MANAGEMENT. FEE IS BASED ON EXHIBIT A-1

**FEES AND EXPENSES:**  SEE EXHIBIT B.  DESCRIBE: FEE IS SHOWN IN EXHIBIT B-1. THIS IS HOURLY NOT TO EXCEED  
\$205,200.00 \_\_\_\_\_

**PAYMENT TERMS:**  30 DAYS  OTHER: \_\_\_\_\_

**SRB PROJECT MANAGER:** CRAIG WALLACE **E-MAIL ADDRESS:** CRAIG.WALLACE@SRBOK.COM



**TERMS**

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

**1. Location of Underground Utilities.** The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

**2. Default/Remedies; Lien.** Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to expenses in addition to any other remedies allowed by law.

**3. Miscellaneous.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. SRB may terminate this agreement upon thirty (30) days written notice to Client, and in such event SRB shall be entitled to payment for all sums due up until the effective date of termination. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever, even if the parties were notified of the likelihood or possibility of such damages. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

**4. Progressive Billing / Late Payments.** Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

**PERSON OR ENTITY  
PLACING ORDER:**

**PERSON OR ENTITY  
RESPONSIBLE FOR PAYMENT:**

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**SRB:**  
  
Name: John K. Baldischwiler, P.E. Date: 4/10/19  
Title: Principal

## EXHIBIT A

### CITY OF MIDWEST CITY 2018 MOVING FORWARD BOND PROGRAM PROPOSITION #1 - STREETS SCOPE OF SERVICES

#### Construction Administration and Inspection Services

- (1) The Engineer shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The Engineer will have the authority to act on behalf of the City only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the City or its representatives at any time requested for consultation or conference.
- (3) Assist in coordination of pre-work conferences for the Construction Contractor, the City and all other interested parties. The City will issue all work orders for the project.
- (4) The Engineer is not required to provide construction staking but will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade is in accordance with the Bidding Documents.
- (5) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the City and its representatives or the Construction Contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by the Construction Contractor. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the City.

- (7) Review and recommend approval of testing laboratory claim vouchers.
- (8) The Engineer shall visit the site at intervals appropriate to the stage of construction to assess the progress and quality of the work by the Contractor and will regularly review the Contractor's field markups. The Engineer will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. The Engineer will review reports generated and services completed by the Inspector per Subtask D.20 of this Contract and will keep the City informed of progress of the work, and will endeavor to guard the City against defects and deficiencies of the work. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (9) Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed, and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the City.
- (10) Review the Construction Contractor's final request for payment (**within seven (7) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (11) In addition to reports generated by the Inspection per Subtask 21 below, prepare and keep a record of the work performed by any contractor on this project and file with the City a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.
- (12) Except as otherwise provided in this contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. The Engineer shall be available at all times for the purpose of communication.
- (13) The Engineer shall recommend to the City Engineer, or designee, rejection of work that does not conform to the Bidding Documents. At any time during construction, the Engineer may be given the authority to require additional inspection or testing of the work by the City Engineer.



- (14) The Engineer shall review for conformance with Bidding Documents, and approve or take other appropriate action upon the Construction Contractor's submittals, such as shop drawings, product data and samples. The Engineer's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Contractor as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the City as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- (15) The Engineer shall reply to the Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Engineer may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the City Engineer and shall be binding upon the Construction Contractor.
- (16) The Engineer shall conduct observations and inspections to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Engineer shall receive and forward to the City all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Engineer will recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.
- (17) The Engineer will review daily reports furnished by the Inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Engineer and resolved with the Construction Contractor and the City. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.

(18) The Engineer shall maintain a record (“log”) of all documents it receives, creates or transmits during the construction of the project. The log shall include time requirements of responses if needed.

(19) Maintaining Project Schedule

(a) The Contractor will submit a proposed Project Schedule to the Engineer for review prior to the Pre-Work Conference. The Engineer will analyze the proposed Project Schedule prior to the Pre-Work Conference and advise the City Engineer as to whether the Contractor is likely to complete the Project within the time requirements in the Contract Documents. The City Engineer, Engineer, and Contractor will review the Project Schedule at the Pre-Work Conference and the Contractor will make such adjustments as may be directed by the Engineer. Adjustments to the proposed Project Schedule directed by the Engineer or City Engineer will not alter or absolve the Contractor’s responsibility for completion of the Project and all Work within the time requirements in the Contract Documents. The Project Schedule, as reviewed and revised at the Pre-Work Conference, will be the initial Project Schedule for the Project and all Work to be completed within the time requirements in the Contract Documents, and is considered incorporated herein.

(b) The Engineer will review the Contractor’s Project Schedule submissions, compliance and revisions monthly or more frequently as necessary to determine if the Contractor’s Project Schedule accurately describes the progress of the work and if the Project will be completed in accordance with the requirements specified in the Contract Documents. The Engineer will advise the City Engineer if the progress of work in the Project Schedule is not in compliance with the time requirements specified in the Contract Documents.

(c) Throughout the Project, the Engineer will analyze the invoice, any supporting documentation, the submitted Project Schedule, and any pending requests for Change Orders or Amendments. In conjunction with its analysis and certification of the Contractor’s invoices, the Engineer will analyze the updated Project Schedule. If the Project Schedule is unlikely to result in the Project being completed within the time requirements of the Contract Documents, the Engineer will meet with the Contractor to revise and develop a Project Recovery Schedule that will meet the requirements of the Contract Documents. Additionally, the Engineer will advise the City Engineer as to timeliness of completion of the Project and all Work within the Contract Documents, including any time added pursuant to a Change Order approved by the City.

(d) The Contractor will be solely responsible for the timely completion of the Project and all Work within the time requirements of the Contract

Documents, as may be revised by approved Change Orders. Review of the Project Schedule, or any revisions thereto, are not a warranty by the City Engineer, Engineer or the City that the progress of the Work in accordance with the Project Schedule will result in timely completion of the Project and all Work, nor will the City Engineer, Engineer or City be responsible for the Contractor's performance or for the Contractor's timely performance.

- (20) Construction Administration Services shall be performed by the Engineer in accordance with these Basic Services and Exhibit A – Scope of Work. Compensation for Construction Administration Services shall be paid proportional to the completion of the construction and shall not exceed the fee established in Exhibit B-1.

(21) Inspection Services

The Project Site Representative for the Engineer (Inspector) shall perform the following inspection functions/services:

- (a) Immediately upon receipt of a Construction Work Order, the Inspector shall be present at the construction site and shall perform continuous inspection of the quality of construction as the construction relates to the contract documents. This includes inspection of the pipe and fittings upon delivery by the manufacturer to verify the pipe and fittings are acceptable.
- (b) The Inspector shall immediately notify the Construction Contractor and the City if the work does not conform to the Contract Documents.
- (c) The Inspector shall attend all job site meetings and shall report to the City all issues concerning progress, quality assurance, quality control and dispute resolution.
- (d) The Inspector shall maintain at the construction site, a copy of all contract documents and other pertinent documents in a orderly manner including a current set of construction documents annotated to include all Project related changes and clarifications. The documents shall include, but not limited to, drawings, specifications, addenda, Requests for Information, Discrepancy and Nonconformance Reports, supplemental drawings, approved shop drawings, approved submittals, approved samples, color schedules, correspondence, accepted schedules, construction change orders, amendments, logs, meeting minutes and a contractor directory.
- (e) The Inspector shall maintain all shop drawings, project data or samples in an easily retrievable filing system at the construction site.
- (f) The Inspector shall maintain a daily log book or diary, recording all pertinent observations, including but not limited to:

1. Inspector's name, date, time and activities;
2. Weather conditions at the site;
3. The nature and location of work being performed by the Construction Contractor;
4. Identification of any work that the Inspector believes fails to strictly conform to the contract documents, along with the Inspector's actions regarding such observation;
5. Identification of any work determined to be nonconforming, along with the disposition of such nonconformance;
6. Copies of all reports made to the Construction Contractor of nonconforming work;
7. Description of all disputes among the Construction Contractor, Subcontractors and suppliers; and
8. Description of how each dispute is resolved.

(g) The Inspector shall be present at the construction site while work is proceeding and shall provide continuous inspection of the quality of construction. The Inspector will have authority to act on behalf of the City only to the extent provided by this Contract. The Inspector is not responsible for creating or implementing the Construction Contractor's schedules nor for any failure by the Construction Contractor to perform its work in accordance with plans and specifications.

(h) Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. The Inspector shall be available at all times for the purpose of communication.

(i) The Inspector shall coordinate his/her work with other on-site activities performed by the City and the Construction Contractor.

(j) The Inspector may NOT:

1. Authorize deviations from the contract documents.
2. Personally conduct or participate in tests or third party inspections.
3. Assume any of the responsibilities of the Construction Contractor, subcontractors or suppliers.
4. Expedite the work for the Construction Contractor.
5. Advise or issue directions to the Construction Contractor concerning aspects of construction means, method, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
6. Authorize the City to occupy the project in whole or part.
7. Reject work or require special inspection or testing.

**Insurance.** Prior to beginning work, the Engineer shall obtain and furnish to the Program Coordinator current copies of certificates of insurance required below. The required insurance shall be maintained in full force and effect until completion and acceptance by The City of the Program. The Engineer shall maintain insurance, written with an insurance company acceptable to The City, for the coverages and amounts of coverages not less than those set forth below. Except for professional liability insurance, no claims made policy shall be accepted. Certification of insurance shall be provided by the Engineer. Said insurance certificates shall provide that there may be no termination, non-renewal by the Insurer or reduction of the policy limits by endorsement of such coverage without thirty (30) days prior written notice to The City, in conformance with the provisions of this Contract. The amounts of such coverage shall be:

- A. Adequate workers' compensation coverage to comply with state laws and employer's liability coverage in the minimum amount of \$125,000.
- B. Commercial general liability coverage sufficient to meet The City maximum liability under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto. The current required minimum commercial general liability coverage is \$125,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name The City as additional insured.
- C. Comprehensive automobile liability coverage sufficient to meet The City' maximum liability under the Governmental Tort Claims Act (51 O.S. § 151 *et seq.*) and any amendment or addition thereto. The current required minimum comprehensive automobile liability coverage is: \$125,000 per person for bodily injury or death, \$25,000 for property damage, and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name The City as additional insured.
- D. Valuable paper insurance in an amount of \$100,000 to assure the restoration in the event of the loss or destruction of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (collectively referred to as "documents" in this subparagraph) obtained or prepared as a part of this Contract and the delivery of said documents to The City upon the completion, expiration, cancellation or termination of this Contract. The City shall be named as loss payee for its interest only.

- E. Professional liability insurance evidencing the Program Manager's coverage in an amount not less than \$1,000,000. Professional liability insurance shall be maintained for a period of three (3) years after completion of the Program or earlier termination of the Program Manager's services.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this Contract. All policies, unless specified otherwise, shall remain in full force and effect until the completion of the Program or one (1) year after the termination of the Program Manager's services under this Contract.

The lapse of any of the insurance coverages required above is deemed to be a breach of this Contract. The City may at its option suspend, cancel or terminate this Contract until there is full compliance with this paragraph, or cancel and/or seek damages for the breach of this Contract.

**Term.** It is understood and agreed by and between the parties that it is the intent of the parties that the term of this agreement is for a term of twenty-four (24) months or until the services of Smith Roberts Baldischwiler, LLC. are no longer needed as determined by the City; provided, however, that the parties understand and agree that under the statutes of the State of Oklahoma, the fiscal limitation requires that the initial term of the agreement shall continue through June 30, 2019, with provision, however, that the agreement is subject to renewal by the mutual ratification on or before the first of July for each of the succeeding years along with annual appropriation of funding for this Agreement. In the event of a mutual ratification each year by the parties and accompanying annual appropriation of funding, then the agreement shall expire on or before the thirty-sixth month following the date of approval by the City Council.

## **EXHIBIT A-1 CONSTRUCTION INSPECTOR ROLES**

- Inspect for compliance with ADA standards including ramps, sidewalks, and intersection crosswalks. Coordinate with General Services to ensure compliance and consistency with Transition Plan and compliant documents.
- Inspect asphalt paving, concrete paving, and curb and gutter construction. Compliance to typical thicknesses and yield calculations for quantity and depth verification.
- Observe all third-party testing labs and materials testing required by project specifications. Cross check tests to verify validity of processes.
- Verify construction quantities and compare with contractor representatives for payment monthly or as required by the city engineer.
- Accurately record and submit daily inspection reports that include a detailed description of the work performed and maintain daily quantities of pay items for work completed.
- Track and record weather delays, working day count, and non-working days as allowed by the Standard Specification for Construction and Public Improvements, or as described in the special technical provisions of the contract.
- Inspection of subgrade, soil stabilization processes and aggregate base for grade, compaction, moisture and preparation for paving. This process should also include adherence to plan line and grades.
- Collect all asphalt, concrete, tack coat, milling, dirt, and sod tickets (all measurable materials used to complete the item of work) to be submitted to the project manager.
- Answers question's related to the plans and specifications which are not technical by nature and to represent the City to reach solutions on site which could avoid the need for conflict resolution.
- Attends and participates in preconstruction meetings with department staff, engineers, contractors, developers and other organizations.
- Inspects the installation of STS lines and related structures as required.
- Inspect the installation of Reinforced Concrete boxes or other related formed concrete structures on project.
- Observe all proof rolling and concrete seating operations. Proof rolling to be handled with the inspection of subgrade operations.
- Observe the application of tack coat. This activity is related to the inspection of Asphalt pavements.
- Insure all construction meets the minimum requirements set forth in the plans, project specifications, city standards, Specifications for Construction and Public Improvements, and the city engineer.
- Inspect project sites for installation and maintenance of traffic control devices (daily or as reasonable) to ensure public safety.
- Perform liaison role for the City and the Contractor, as the onsite representative. Understanding when PM or Engineers need to be involved with project decisions.
- Can be first line communications with the design engineers for any technical questions related to the project.
- Assist the Public Works/City Engineering Staff with requested duties and communications to contractor.







**EXHIBIT B-1  
 REVISED**

**Date:** 3/22/19

**Project No.:**  
**PO. No.**  
**SRB Job No.:**

**CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE  
 (2018 BOND PROGRAM STREET REPAIR**

**Engineering Fee :** ESTIMATED \$ 205,200.00 Annual Fee  
 \$ 17,100.00 Monthly Fee Average

Personnel	Hours	Rate	Total
Principal:	0 Hrs	@ \$185.00	\$ -
Project Manager	520 Hrs	@ \$180.00	\$ 93,600.00
Project Engineer:	0 Hrs	@ \$123.00	\$ -
Engineering Intern:	0 Hrs	@ \$86.00	\$ -
Engineering Technician:	0 Hrs	@ \$100.00	\$ -
Professional Land Surveyor:	0 Hrs	@ \$151.00	\$ -
CADD Technician:	0 Hrs	@ \$64.00	\$ -
Clerical:	0 Hrs	@ \$78.00	\$ -
Inspection:	1200 Hrs	@ \$93.00	\$ 111,600.00
Inspection:	0 Hrs	@ \$93.00	\$ -
Inspection:	0 Hrs	@ \$93.00	\$ -
Inspection:	0 Hrs	@ \$93.00	\$ -
Inspection:	0 Hrs	@ \$93.00	\$ -
Surveying (2-man Crew)	0 Hrs	@ \$145.00	\$ -
Inspection Overtime	0 Hrs	@ \$118.00	\$ -
Drone Operator	0 Hrs	@ \$110.00	\$ -
<b>SUBTOTAL</b>			<b>\$ 205,200.00</b>
<b>ASSUMED PART TIME SERVICES FOR 18 MONTHS</b>			
<b>BASED ON RATE CATEGORIES LISTED ABOVE</b>			
<b>RATE INCLUDES VEHICLE AND PRINCIPAL TIME AS PART OF OVERHEAD</b>			
<b>TOTAL</b>			<b>\$ 205,200.00</b>



SMITBAL01C

TSMITH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/18/2019

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).

<b>PRODUCER</b> <b>INSURICA - Oklahoma City</b> <b>5100 N. Classen Blvd, #300</b> <b>Oklahoma City, OK 73118</b>	<b>CONTACT NAME:</b> Tanya Smith, AINS <b>PHONE (A/C, No, Ext):</b> (405) 556-2260 <b>FAX (A/C, No):</b> (405) 556-2332 <b>E-MAIL ADDRESS:</b> Tanya.Smith@INSURICA.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>NAIC #</b>
<b>Smith-Roberts Baldischwiler LLC</b> <b>100 NE 5th Street</b> <b>Oklahoma City, OK 73104</b>	<b>INSURER A :</b> Hartford Fire Insurance Company <b>19682</b> <b>INSURER B :</b> Sentinel Insurance Company, Ltd. <b>11000</b> <b>INSURER C :</b> Hartford Casualty Insurance Co. <b>29424</b> <b>INSURER D :</b> Twin City Fire Insurance Co. <b>29459</b> <b>INSURER E :</b> Admiral Insurance Company <b>24856</b> <b>INSURER F :</b>

**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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Owner's &amp; Contractor</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>38UUNJD7940</b>	<b>12/18/2018</b>	<b>12/18/2019</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			<b>38UUNJD7940</b>	<b>12/18/2018</b>	<b>12/18/2019</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>38XHUJD5996</b>	<b>12/18/2018</b>	<b>12/18/2019</b>	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b> \$
<b>D</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> N / A			<b>38WEAC9782</b>	<b>12/18/2018</b>	<b>12/18/2019</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>E</b>	<b>Professional Liab</b>			<b>EO00003616903</b>	<b>01/01/2019</b>	<b>01/01/2020</b>	<b>Per Claim</b> \$ <b>1,000,000</b>
<b>A</b>	<b>Property</b>			<b>38UUNJD7940</b>	<b>12/18/2018</b>	<b>12/18/2019</b>	<b>Valuable Papers</b> \$ <b>100,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Construction Managemet And Inspection Services For The 218 Bond Program Street Repair

Certificate Holder is an Additional Insured with respect to General Liability and Automobile Liability if required or agreed to in a written contract subject to all provisions and limitations of the policy. Certificate holder is loss payee for its interest only on valuable papers insurance for this project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 Day Written Notice of Cancellation except 10 Days for Non-Payment of Premium to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Midwest City</b> <b>Public Works Department</b> <b>8730 S.E. 15th Street</b> <b>Midwest City, OK 73110</b>	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 
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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  
Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

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**To:** Honorable Mayor and City Council

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

**Date:** April 23, 2019

**SUBJECT :** Discussion and consideration of approving an ordinance adding Chapter 36.5, Small Wireless Facilities to the Midwest City Municipal Code; adding the following sections in the new chapter: Section 36.5-1, Statement of Purpose; Section 36.5-2, Definitions; Section 36.5-3, Small Wireless Facility Permitting Regulations; Section 36.5-4, Requirements and Conditions; Section 36.5-5, Abandonment; Section 36.5-6, Indemnification; Section 36.5-7, Insurance and Bonds; and Providing for Repealer and Severability; and Declaring an Emergency.

In April of 2018, the State created the Oklahoma Small Wireless Facilities Deployment Act. This Act became effective on November 1, 2018. This Act allows for small wireless facilities to collocate on existing utility poles or construct new utility poles in order for telecommunications providers to provide better and faster services to customers.

In creating this ordinance, staff spent much time researching the approved Act as well as other ordinances approved in other cities in Oklahoma and throughout the US. Staff members involved in this process included staff from Community Development, Public Works, Information Technology, the City Attorney and City Management. The ordinance before you today establishes a process for permitting, requirements and conditions, abandonment and indemnification. The permitting process is consistent with that allowed by the Act.

This ordinance is coming before you as an emergency as the Act became effective November 1, 2018 and staff has had contact with wireless providers who are prepared to submit applications for small wireless facilities in Midwest City as soon as possible.

The permit application form and the approved Act are attached.

Staff recommends approval.

Billy Harless, AICP  
Community Development Director  
KG



# Wireless Facility Permit Application

Return Permit application packet & submittals to:

Community Development  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
(405)739-1210 or (405)739-1211  
[commdev@midwestcityok.org](mailto:commdev@midwestcityok.org)

<b>Work Site Information</b>	<i>*For multiple site locations, please attach additional pages*</i>
Address:	
Legal Description:	

<b>Applicant</b>	<input type="checkbox"/> Responsible for Project (permittee)	<input type="checkbox"/> Primary Contact
Company:		
Contact Name:		Phone:
Address:		
Email:		Alt. Phone:

<b>Contractor</b> <input type="checkbox"/> Same as above	<input type="checkbox"/> Responsible for Project (permittee)	<input type="checkbox"/> Primary Contact
Business Name:		
Contact Name:		Phone:
Address:		
Email:		Alt. Phone:

Proposed Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

GIS Coordinates: \_\_\_\_\_

### Reason for Work

- Construct New Facility                       Repair/Replace/Modify Existing Facility

### Construction Method

- Bore                       Open Trench                       Aerial Facility                       Plow  
 Cut in Roadway:                       Yes                       No                      Cut in Sidewalk:                       Yes                       No  
 Size of Excavation: Length (ft): \_\_\_\_\_ Width (ft): \_\_\_\_\_ Depth (ft): \_\_\_\_\_ Bore Line (ft): \_\_\_\_\_  
 Description/Location of Work: \_\_\_\_\_

Traffic Control:       No Traffic Control Plan       Traffic Control Plan Included  
 Within State or Federal ROW?       State       Federal

Type of Pole or Structure: \_\_\_\_\_

**Interference Certification** I, the undersigned, certify that the operation of the proposed wireless facility shall not cause any interference with the City’s traffic signal system, public safety radio system, private police cell system, or other City communication infrastructure.

Operating Frequencies of Wireless Facility: \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

**24 Hour Emergency Phone Contacts**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Name \_\_\_\_\_ Phone Number \_\_\_\_\_

**Minimum Submittal Requirements Checklist**

	Item/Description
<input type="checkbox"/>	Completed Application (Signed and dated)
<input type="checkbox"/>	Construction and/or Site Plans should include the following: <ol style="list-style-type: none"> <li>1. Aerial map and street view image of existing pole or structure</li> <li>2. Stamped drawings/certification or pole or structure stability</li> <li>3. Drawings and calculations for size conformity</li> <li>4. Stamped electrical plans</li> <li>5. Drawings or pictures of proposed attachments – before and after images</li> <li>6. Scaled dimensional drawings for current right of way</li> <li>7. Proposed schedule for the installation &amp; completion of each wireless facility included in application</li> <li>8. Evidence of consent of owner of such pole of proposed collocation if owner is other than applicant</li> <li>9. Construction and/or site plans shall be to a uniform engineering scale (1:10, 1:20)</li> </ol>

I certify that I am an authorized signer for this permit application. Once the permit is issued, I accept and agree to comply with all requirements, terms, conditions and provisions associated with the permit. I also agree to abide by Midwest City Ordinances regarding wireless facilities and work being done in the right of way. I certify that this application and the included documents are accurate and complete to the best of my knowledge.

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

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FOR CITY USE ONLY:**

**Planning:** Approved/Denied \_\_\_\_\_

**Engineering:** Approved/Denied \_\_\_\_\_

**Building:** Approved/Denied \_\_\_\_\_

**IT:** Approved/Denied \_\_\_\_\_

# An Act

ENROLLED SENATE  
BILL NO. 1388

By: Treat and Pittman of the  
Senate

and

Thomsen of the House

An Act relating to telecommunications; creating the Oklahoma Small Wireless Facilities Deployment Act; defining terms; establishing procedures for the deployment of small wireless facilities and utility poles within a right-of-way; establishing the permitting process for wireless providers utilizing small wireless facilities in certain areas; establishing permitting process for wireless providers installing and maintaining utility poles in certain areas; establishing exceptions to the permitting process; establishing procedures for wireless provider access to utility poles in certain areas; establishing permissible rates and fees for certain activities related to small wireless facility deployment; exempting certain entities from application of act; establishing procedures for agreements and ordinances adopted by certain entities for implementation of this act; establishing jurisdiction for dispute resolutions related to this act; authorizing certain entities to adopt requirements related to indemnification insurance and bonding in implementation of this act; establishing procedures for requirements related to indemnification, insurance and bonding in implementation of this act; providing for codification; and providing an effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-501 of Title 11, unless there is created a duplication in numbering, reads as follows:

This act shall be known and may be cited as the "Oklahoma Small Wireless Facilities Deployment Act".

SECTION 2. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-502 of Title 11, unless there is created a duplication in numbering, reads as follows:

As used in the Oklahoma Small Wireless Facilities Deployment Act:

1. "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services;

2. "Applicable codes" means uniform building, fire, electrical, plumbing or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons to the extent not inconsistent with this act;

3. "Applicant" means any person who submits an application and is a wireless provider;

4. "Application" means a request submitted by an applicant to an authority:

- a. for a permit to collocate small wireless facilities, or
- b. to approve the installation, modification or replacement of a utility pole;

5. "Authority" means a municipality or a municipal electric utility;



6. "Authority pole" means a utility pole owned, managed or operated by or on behalf of an authority;

7. "Collocate" means to install, mount, maintain, modify, operate or replace small wireless facilities on or adjacent to a wireless support structure or utility pole. "Collocation" has a corresponding meaning;

8. "Communications service provider" means a cable operator as defined in 47 U.S.C., Section 522(5), a provider of information service as defined in 47 U.S.C., Section 153(24), a telecommunications carrier as defined in 47 U.S.C., Chapter 153(51), or a wireless provider;

9. "Decorative pole" means an authority pole that is specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than a small wireless facility, light fixtures or specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal rules or codes;

10. "Electric distribution pole" means an authority pole used to support an electric distribution system;

11. "FCC" means the Federal Communications Commission of the United States;

12. "Fee" means a one-time, nonrecurring charge;

13. "Historic district" means a group of buildings, properties or sites that are zoned by the authority as a historic district on or before March 31, 2018; included in the State Register of Historic Places in accordance with Section 355 of Title 53 of the Oklahoma Statutes; or are either listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C;

14. "Law" means federal, state or local law, statute, common law, code, rule, regulation, order or ordinance;

15. "Micro wireless facility" means a small wireless facility that meets the following qualifications:

- a. is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height, and
- b. any exterior antenna is no longer than eleven (11) inches;

16. "Permit" means a written authorization required by an authority to perform an action or initiate, continue or complete a project;

17. "Person" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including an authority;

18. "Rate" means a recurring charge;

19. "Right-of-way" means the area within the jurisdiction of the authority that is on, below or above a public roadway, highway, street, sidewalk, alley or similar property or a public easement that authorizes the deployment sought by the wireless provider, but does not include a federal interstate highway;

20. "Small wireless facility" means a wireless facility that meets both of the following qualifications:

- a. each antenna of the wireless provider could fit within an enclosure of no more than six (6) cubic feet in volume, and
- b. all other wireless equipment associated with the wireless facility, whether ground- or pole-mounted, is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-

off switch and vertical cable runs for the connection of power and other services;

21. "Technically feasible" means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location can be implemented without a reduction in the functionality of the small wireless facility;

22. "Utility pole" means a pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage or a similar function, or for the collocation of small wireless facilities; provided, however, such term shall not include wireless support structures or electric transmission structures. Utility poles controlled by an investor-owned electric utility or electric cooperative are subject to Section 7 of this act;

23. "Wireless facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (a) equipment associated with wireless communications; and (b) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment regardless of technological configuration. The term includes small wireless facilities. The term does not include:

- a. the structure or improvements on, under or within which the equipment is collocated, or
- b. coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna;

24. "Wireless infrastructure provider" means any person authorized to provide telecommunications service in the state that builds or installs wireless communication transmission equipment, wireless facilities or wireless support structures but that is not a wireless services provider;

25. "Wireless provider" means a wireless infrastructure provider or a wireless services provider;

26. "Wireless services" means any services, whether at a fixed location or mobile, provided to the public using wireless facilities;

27. "Wireless services provider" means a person who provides wireless services; and

28. "Wireless support structure" means a structure such as a monopole; tower, either guyed or self-supporting; billboard; building; or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the collocation of small wireless facilities. Such term shall not include a utility pole.

SECTION 3. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-503 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. The provisions of this section shall only apply to the collocation of small wireless facilities by a wireless provider in the right-of-way and the deployment of utility poles to support small wireless facilities by a wireless provider in the right-of-way.

B. An authority may not enter into an exclusive arrangement with any person for use of the right-of-way for the collocation of small wireless facilities or the installation, operation, marketing, modification, maintenance or replacement of utility poles.

C. An authority may only charge a wireless provider a rate or fee for the use of the right-of-way with respect to the collocation of small wireless facilities or the installation, maintenance, modification, operation or replacement of a utility pole in the right-of-way, if the authority charges nonpublic entities for use of the right-of-way. Notwithstanding the foregoing, an authority is permitted, on a nondiscriminatory basis, to refrain from charging any rate to a wireless provider for the use of the right-of-way. The rate for use of the right-of-way is provided in Section 6 of this act.

D. Subject to the provisions of this section and approval of an application pursuant to Section 4 of this act, a wireless provider

shall have the right, as a permitted use not subject to zoning review or approval, to collocate small wireless facilities and install, maintain, modify, operate and replace utility poles along, across, upon and under the right-of-way. Such structures and facilities shall be so installed and maintained as not to obstruct or hinder the usual travel or public safety on such right-of-way or obstruct the legal use of such right-of-way by other occupants of the right-of-way, including public utilities, or violate right-of-way regulations of general application that are consistent with this act.

E. Each new or modified utility pole installed in the right-of-way shall not exceed the greater of:

1. Ten (10) feet in height above the tallest existing utility pole in place as of the effective date of this act located within five hundred (500) feet of the new pole in the same right-of-way; or
2. Fifty (50) feet above ground level.

New small wireless facilities in the right-of-way may not extend more than ten (10) feet above an existing utility pole in place as of the effective date of this act or, for small wireless facilities on a new utility pole, above the height permitted for a new utility pole under this section.

F. A wireless provider shall have the right to collocate a small wireless facility and install, maintain, modify, operate and replace a utility pole that exceeds the height limits in subsection E of this section along, across, upon and under the right-of-way, subject to applicable zoning or other land-use regulations.

G. An authority may adopt written guidelines establishing reasonable and objective stealth or concealment criteria for small wireless facilities in designated areas, reasonable and objective design criteria for small wireless facilities to be collocated on decorative poles and reasonable and objective design criteria for utility poles deployed in areas with decorative poles. Such guidelines may be adopted by any appropriate means, including without limitation by inclusion in the authority's zoning code, but such inclusion shall not subject small wireless facilities and utility poles classified as permitted uses in subsection D of this

section to zoning review. Such guidelines may be adopted only if they apply on a nondiscriminatory basis to all other occupants of the right-of-way, including the authority. A wireless provider that seeks to collocate small wireless facilities on a decorative pole shall comply with Section 4 of this act. A wireless provider that is required to replace a decorative pole at its expense in compliance with Section 5 of this act shall conform the new decorative pole to the design aesthetics and material of the decorative pole(s) being replaced.

H. Wireless providers shall comply with reasonable and nondiscriminatory requirements that prohibit communications service providers from installing utility poles or other structures in the right-of-way in an area designated solely for underground or buried cable and utility facilities where:

1. The authority has required all cable and utility facilities other than authority poles and attachments to be placed underground (i) by a date certain before the application is submitted or (ii) by a date certain within two (2) years after the application is submitted, if relocation of facilities has commenced;

2. The authority does not prohibit the replacement of authority poles in the designated area; and

3. The authority permits wireless providers to seek a waiver of the undergrounding requirements for the placement of a new utility pole to support small wireless facilities, which waivers shall be addressed in a nondiscriminatory manner.

I. Subject to Section 4 of this act and subsection D of this section, and except for facilities excluded from evaluation for effects on historic properties under 47 C.F.R., Section 1.1307(a)(4) of the FCC rules, an authority may require reasonable, technically feasible, nondiscriminatory and technologically neutral design or concealment measures in a historic district. Any such design or concealment measures may not have the effect of prohibiting any provider's technology, nor may any such measures be considered a part of the small wireless facility for purposes of the size restrictions in the definition of small wireless facility.

J. The authority, in the exercise of its administration and regulation related to the management of the right-of-way, must be competitively neutral with regard to other users of the right-of-way, including that terms may not be unreasonable or discriminatory and may not violate any applicable law.

K. The authority may require a wireless provider to repair all damage to the right-of-way directly caused by the activities of the wireless provider in the right-of-way and to return the right-of-way to its functional equivalence before the damage pursuant to the competitively neutral, reasonable requirements and specifications of the authority. If the wireless provider fails to make the repairs required by the authority within a reasonable time after written notice, the authority may effect those repairs and charge the applicable party the reasonable, documented cost of such repairs. A wireless provider shall be required to comply with right-of-way and vegetation management practices adopted by the authority that apply to all occupants of the right-of-way.

L. Nothing in this act precludes an authority from adopting reasonable and nondiscriminatory requirements with respect to the removal of abandoned small wireless facilities. A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of the facility must remove the small wireless facility within ninety (90) days after receipt of written notice from the authority notifying the owner of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the authority to the owner at the last-known address of the owner. If the owner neither provides the authority written notice that the small wireless facility has not been out of operation for a continuous period of twelve (12) months nor removes the small wireless facility within the ninety-day period, the authority may remove the small wireless facility, take ownership of the small wireless facility and assess the cost of removal to the owner.

SECTION 4. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-504 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. The provisions of this section shall apply to the permitting of small wireless facilities by a wireless provider in or outside

the right-of-way as specified in subsection C of this section and to the permitting of the installation, modification and replacement of utility poles by a wireless provider inside the right-of-way.

B. Except as provided in this act, an authority may not prohibit, regulate or charge for the collocation of small wireless facilities classified as permitted uses in subsection C of this section.

C. Small wireless facilities shall be classified as permitted uses and not subject to zoning review or approval if they comply with the height requirements in subsection E of Section 3 of this act and are collocated in the right-of-way in any zone or outside the right-of-way in property not zoned exclusively for residential single-family or duplex use. Utility poles installed to support small wireless facilities shall be classified as permitted uses and not subject to zoning review or approval if they comply with the height requirements in subsection E of Section 3 of this act and are collocated in the right-of-way in any zone.

D. An authority may require an applicant to obtain one or more permits to collocate a small wireless facility or install a new, modified or replacement utility pole associated with a small wireless facility as provided in Section 3 of this act, provided such permits are of general applicability for nongovernmental users of the right-of-way and do not apply exclusively to wireless facilities. An authority shall receive applications for, process and issue such permits subject to the following requirements:

1. An authority may not directly or indirectly require an applicant to perform services or provide goods unrelated to the permit, such as in-kind contributions to the authority including reserving fiber, conduit or pole space for the authority;

2. An applicant shall not be required to provide more information to obtain a permit than communications service providers that are not wireless providers, provided that an applicant may be required to include construction and engineering drawings and information demonstrating compliance with the criteria in paragraph 8 of this subsection and, for an application to collocate on an authority pole, a wireless provider may be required to provide at its expense engineering analysis demonstrating compliance with



applicable standards and codes, construction drawings stamped by a professional engineer registered in Oklahoma and a description of any recommended make-ready work, including any modification or replacement of the authority pole;

3. An authority may not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole;

4. Subject to subparagraphs e and f of paragraph 8 of this subsection, an authority may not limit the placement of small wireless facilities by minimum separation distances;

5. The authority may require an applicant to include an attestation that the small wireless facilities will be operational for use by a wireless services provider within one (1) year after the permit issuance date, unless the authority and the applicant agree to extend this period or delay is caused by lack of commercial power or communications transport facilities to the site;

6. Within twenty (20) days of receiving an application, an authority must determine and notify the applicant in writing whether the application is complete. If an application is incomplete, an authority must specifically identify the missing information in writing. The processing deadline in paragraph 7 of this subsection is tolled from the time the authority sends the notice of incompleteness to the time the applicant provides the missing information. That processing deadline also may be tolled by agreement of the applicant and the authority;

7. An application shall be processed on a nondiscriminatory basis and deemed approved if the authority fails to approve or deny the application within seventy-five (75) days of receipt of the application;

8. An authority may deny a proposed collocation of a small wireless facility or installation, modification or replacement of a utility pole that meets the height requirements in subsection E of Section 3 of this act only if the proposed application:

- a. materially interferes with the safe operation of traffic control equipment or emergency management systems or devices,
- b. materially interferes with sight lines or clear zones for transportation or pedestrians,
- c. materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement,
- d. materially interferes with Federal Aviation Administration requirements or the operation of an airport or air traffic,
- e. fails to comply with reasonable and nondiscriminatory spacing requirements of general application adopted by ordinance that concern the location of new utility poles. Such spacing requirements shall not prevent a wireless provider from serving any location,
- f. with respect to ground-mounted equipment, fails to comply with reasonable and nondiscriminatory requirements of general application adopted by ordinance that concern spacing of the ground-mounted equipment; interference with sight lines, clear zones or pedestrian access or movement; unhindered use of the right-of-way by other right-of-way occupants, including the authority; or design or concealment measures in a historic district required under subsection I of Section 3 of this act,
- g. fails to comply with applicable codes, including without limitation the most recent version of the National Electrical Safety Code,
- h. fails to comply with subsections D, G, H and I of Section 3 of this act,
- i. causes the utility pole or wireless support structure to become structurally unsound, unless the applicant

demonstrates that it will address the problem adequately, such as by modifying or replacing the structure, or

- j. materially interferes with the intended use of an authority pole;

9. The authority shall document the basis for a denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant on or before the day the authority denies an application. The applicant may cure the deficiencies identified by the authority and resubmit the application within thirty (30) days of the denial without paying an additional application fee. The authority shall approve or deny the revised application within thirty (30) days. Any subsequent review shall be limited to the deficiencies cited in the denial;

10. An applicant seeking to collocate small wireless facilities within the jurisdiction of a single authority shall be allowed at the applicant's discretion to file a consolidated application for the collocation of up to twenty-five small wireless facilities and receive a single permit; provided, however, the denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same batch;

11. Installation or collocation for which a permit is granted pursuant to this section shall be completed within one (1) year after the permit issuance date, unless the authority and the applicant agree to extend this period, or a delay is caused by the lack of commercial power or communications facilities at the site. Approval of an application authorizes the applicant to:

- a. undertake the installation or collocation, and
- b. subject to applicable relocation requirements and the applicant's right to terminate at any time, operate and maintain the small wireless facilities and any associated utility pole covered by the permit for a period of not less than ten (10) years, which must be renewed for equivalent durations so long as they are

in compliance with the criteria set forth in paragraph 8 of this subsection;

12. Wireless providers shall comply with relocation requirements that apply to similarly situated occupants of the right-of-way; and

13. An authority may not institute, either expressly or de facto, a moratorium on:

- a. filing, receiving or processing applications, or
- b. issuing permits or other approvals, if any, for the collocation of small wireless facilities or the installation, modification or replacement of utility poles to support small wireless facilities.

E. An authority shall not require an application for the following:

1. Routine maintenance;
2. The replacement of small wireless facilities with small wireless facilities that are substantially similar or the same size or smaller; or
3. For the installation, placement, maintenance, operation or replacement of micro wireless facilities that are strung on cables between existing utility poles, in compliance with the National Electrical Safety Code.

An authority may, however, require a permit to work within the right-of-way for such activities, if applicable. Any such permits shall not be subject to the requirements provided in subsections C and D of this section.

SECTION 5. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-505 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. The provisions of this section shall apply to activities of the wireless provider within the right-of-way.

B. A person owning, managing or controlling authority poles in the right-of-way may not enter into an exclusive arrangement with any person for the right to attach to such poles. A person who purchases or otherwise acquires an authority pole is subject to the requirements of this section.

C. An authority shall allow the collocation of small wireless facilities on authority poles subject to the application process in Section 4 of this act and the make-ready process in this section. The rates, fees and terms for such collocations shall be nondiscriminatory regardless of the services provided by the collocating person, comply with this act and be made available to wireless providers under Section 10 of this act.

D. The rates, fees and terms and conditions for the make-ready work to collocate on an authority pole described in the application shall be nondiscriminatory, competitively neutral and commercially reasonable and must comply with this act. The authority may perform the make-ready work necessary to enable the pole to support the requested collocation by a wireless provider or require the wireless provider to perform the make-ready work. If the authority elects to perform the make-ready work, it shall provide a good-faith estimate for the work, including pole replacement if necessary, within sixty (60) days after receipt of a complete application. The authority shall complete any make-ready work it elects to perform, including any pole replacement, within sixty (60) days of written acceptance of the good-faith estimate by the applicant. An authority may require replacement of the authority pole only if it demonstrates that the collocation would make the authority pole structurally unsound. The authority may require that the replaced authority pole have the same functionality as the pole being replaced. If the authority pole is replaced, the authority shall take ownership of the new pole and operate authority fixtures on the pole.

The person owning, managing or controlling the authority pole shall not require more make-ready work than required to meet applicable codes or industry standards. Fees for make-ready work shall not include costs related to preexisting or prior damage or noncompliance. Fees for make-ready work including any pole replacement shall be reasonable and nondiscriminatory and shall not exceed actual costs, which may include the amount the authority pays

a professional engineer registered in Oklahoma to review the wireless provider's make-ready work plans.

E. A wireless provider shall comply with the following requirements and specifications:

1. Requirements and specifications of the National Electrical Safety Code, the National Electrical Code and the Occupational Safety and Health Act, including amendments or revisions to such requirements or specifications, and in the event of conflict, the most stringent of such requirements and specifications;

2. Requirements and specifications of general application adopted by the authority that do not conflict with this act, including requirements and specifications that concern how equipment shall be attached to electric distribution poles so they may be climbed safely; and

3. Notwithstanding subsection D of this section, requirements and specifications of general application adopted by the authority concerning make-ready work for authority electric distribution poles.

SECTION 6. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-506 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. This section shall govern an authority's rates and fees for the placement of a wireless facility, wireless support structure or utility pole.

B. An authority may not require a wireless provider to pay any rates, fees or compensation to the authority or other person other than what is expressly authorized by this act for the right to use or occupy a right-of-way, for collocation of small wireless facilities on utility poles in the right-of-way or for the installation, maintenance, modification, operation and replacement of utility poles in the right-of-way.

C. Application fees shall be subject to the following requirements:

1. An authority may charge an application fee only if such fee is required for similar types of commercial development or construction within the authority's jurisdiction;

2. An application fee may not include:

- a. travel expenses incurred by a third party in its review of an application, or
- b. direct payment or reimbursement of third-party rates or fees charged on a contingency basis or a result-based arrangement;

3. An application fee for a collocation shall be limited to the cost of granting a permit for similar types of commercial development or construction within the authority's jurisdiction. The application and permit fees for collocation of small wireless facilities on an existing or replacement authority pole shall not exceed Two Hundred Dollars (\$200.00) each for the first five small wireless facilities on the same application and One Hundred Dollars (\$100.00) for each additional small wireless facility on the same application; and

4. The application and permit fees for the installation, modification or replacement of a utility pole and the collocation of an associated small wireless facility that are permitted uses in accordance with the specifications in subsection D of Section 3 of this act shall not exceed Three Hundred Fifty Dollars (\$350.00) per pole for access to the right-of-way.

D. The rate for occupancy of the right-of-way shall not exceed Twenty Dollars (\$20.00) per year per small wireless facility.

E. The rates to collocate on authority poles in the right-of-way shall not exceed Twenty Dollars (\$20.00) per authority pole per year.

F. There shall be no rate charged for the installation, placement, maintenance, operation or replacement of micro wireless facilities that are strung on cables between existing utility poles, in compliance with the National Electrical Safety Code.

G. Rates provided in this section do not include any applicable charges for electric power. A wireless provider must pay separately for such services.

H. An authority may adjust the fees and rates it adopts under this section ten percent (10%) every five (5) years rounded to the nearest dollar.

SECTION 7. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-507 of Title 11, unless there is created a duplication in numbering, reads as follows:

This act does not impose or otherwise affect any tariff, contractual obligation or right, or federal or state law regarding utility poles, similar structures or equipment of any type owned or controlled by an investor-owned electric utility or electric cooperative.

SECTION 8. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-508 of Title 11, unless there is created a duplication in numbering, reads as follows:

This section applies to activities in the right-of-way only. Nothing in this act shall be interpreted to allow any entity to provide services regulated under 47 U.S.C., Sections 521 to 573, without compliance with all laws applicable to such providers nor shall this act be interpreted to impose any new requirements on cable providers for the provision of such service in this state.

SECTION 9. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-509 of Title 11, unless there is created a duplication in numbering, reads as follows:

Subject to the provisions of this act and applicable federal law, an authority may continue to exercise zoning, land use, planning and permitting authority within its territorial boundaries with respect to wireless support structures and utility poles. No authority shall have or exercise any jurisdiction or authority over the design, engineering, construction, installation or operation of any small wireless facility located in an interior structure or upon the site of any campus, stadium or athletic facility not owned or controlled by the authority, other than to comply with applicable



codes. An authority shall evaluate the structure classification for wireless support structures under the latest version of ANSI/TIA-222. Nothing in this act authorizes the state or any political subdivision, including an authority, to require wireless facility deployment or to regulate wireless services.

SECTION 10. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-510 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. An authority may adopt an ordinance, resolution or standard agreement that makes available to wireless providers rates, fees and other terms that comply with this act.

1. Subject to subsections B, C, D and E of this section, in the absence of an ordinance, resolution or standard agreement that fully complies with this act and until such a compliant ordinance, resolution or standard agreement is adopted, if at all, wireless providers may collocate small wireless facilities on wireless support structures and utility poles other than electric distribution poles and may install and operate utility poles under the requirements of this act.

2. Upon request, an authority shall enter into a pole attachment agreement with a wireless provider for the collocation of small wireless facilities on electric distribution poles. The rates, fees and terms of the pole attachment agreement shall be reasonable and nondiscriminatory and shall comply with this act. If the wireless provider and the authority are not able to reach agreement within ninety (90) days of the request for a pole attachment agreement, the authority shall make a best-and-final offer to the wireless provider within fifteen (15) days of the expiration of the ninety-day period. The best-and-final offer shall be in the form of a pole attachment agreement that is reasonable and nondiscriminatory, complies with this act and may be accepted and signed by the wireless provider. If the authority fails to make such a best-and-final offer within fifteen (15) days of the expiration of the ninety-day period, the wireless provider may collocate small wireless facilities on the authority's electric distribution poles under the requirements of this act until the authority makes such a best-and-final offer.

B. Agreements between an authority and a wireless provider for the deployment of small wireless facilities in the right-of-way under the terms of this act are public/private agreements.

C. An agreement, ordinance or resolution that does not fully comply with this act may apply only to small wireless facilities and utility poles that became operational or were installed before the effective date of this act. An agreement, ordinance or resolution that applies to small wireless facilities and utility poles that became operational or were constructed before the effective date of this act is invalid and unenforceable beginning on the one-hundred-eighty-first day after the effective date of this act unless it fully complies with this act. If an agreement, ordinance or resolution is invalid in accordance with this subsection, in the absence of an agreement, ordinance or resolution that fully complies with this act and until such a compliant agreement or ordinance is entered or adopted, small wireless facilities and utility poles that became operational or were constructed before the effective date of this act may remain installed and be operated under the requirements of this act.

D. An agreement, ordinance or resolution that applies to small wireless facilities and utility poles that become operational on or after the effective date of this act may not be enforced beginning on the effective date of this act unless it fully complies with this act. If an agreement, ordinance or resolution is invalid in accordance with this subsection, in the absence of an agreement, ordinance or resolution that fully complies with this act and until such a compliant agreement, ordinance or resolution is entered or adopted, small wireless facilities and utility poles may be installed and operated in the right-of-way or become operational under the requirements of this act.

E. Notwithstanding the requirements in subsections C and D of this section, a communications service provider that has executed an agreement with an authority relating to small wireless facilities and utility poles prior to the effective date of this act may choose to continue to be subject to the rates, terms and conditions of that agreement for up to five (5) years beyond the effective date of this act.

SECTION 11. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-511 of Title 11, unless there is created a duplication in numbering, reads as follows:

A court of competent jurisdiction shall have jurisdiction to determine all disputes arising under this act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on authority poles and nonauthority poles, the person owning or controlling the pole shall allow the collocating person to collocate on its poles at annual rates of no more than Twenty Dollars (\$20.00) with rates to be tried up upon final resolution of the dispute.

SECTION 12. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 36-512 of Title 11, unless there is created a duplication in numbering, reads as follows:

A. An authority may adopt indemnification, insurance and bonding requirements related to small wireless facility permits subject to the requirements of this section.

B. An authority may require a wireless provider to defend, indemnify and hold harmless the authority and its officers, agents and employees against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses and attorney fees resulting from the installation, construction, repair, replacement, operation or maintenance of wireless facilities, wireless support structures or utility poles to the extent caused by the wireless provider, its contractors, subcontractors and their officers, employees or agents. A wireless provider has no obligation to defend, indemnify or hold harmless an authority, its officers, agents or employees against any liabilities or losses due to or caused by the sole negligence of the authority or its employees or agents.

C. An authority may require a wireless provider to have in effect insurance coverage naming the authority and its officers, agents and employees as additional insureds against the claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses and attorney fees described in subsection B of this section, so long as the authority imposes similar requirements on

other right-of-way users and such requirements are reasonable and nondiscriminatory.

D. An authority may require a wireless provider to furnish proof of insurance, if required, prior to the effective date of any permit issued for a small wireless facility.

E. An authority may adopt bonding requirements for small wireless facilities if the authority imposes similar requirements in connection with permits issued for other right-of-way users.

1. The purpose of such bonds shall be to:

- a. provide for the removal of abandoned or improperly maintained small wireless facilities, including those that an authority determines need to be removed to protect public health, safety or welfare,
- b. restoration of the right-of-way in connection with removals under this paragraph, or
- c. recoup rates or fees that have not been paid by a wireless provider in over twelve (12) months, so long as the wireless provider has received reasonable notice from the authority of any of the noncompliance listed above and an opportunity to cure.

2. An authority shall not require either of the following under paragraph 1 of this subsection:

- a. a cash bond, unless any of the following apply:
  - (1) the wireless provider has failed to obtain or maintain a bond required under this section, or
  - (2) the surety has defaulted or failed to perform on a bond given to the authority on behalf of the wireless provider, or
- b. a bond in an amount exceeding One Thousand Dollars (\$1,000.00) per small wireless facility.

SECTION 13. This act shall become effective November 1, 2018.

Passed the Senate the 19th day of April, 2018.

\_\_\_\_\_  
Presiding Officer of the Senate

Passed the House of Representatives the 17th day of April, 2018.

\_\_\_\_\_  
Presiding Officer of the House  
of Representatives

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

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

Approved by the Governor of the State of Oklahoma this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADDING CHAPTER 36.5, SMALL WIRELESS FACILITIES TO THE MIDWEST CITY MUNICIPAL CODE; ADDING THE FOLLOWING SECTIONS IN THE NEW CHAPTER: SECTION 36.5-1, STATEMENT OF PURPOSE; SECTION 36.5-2, DEFINITIONS; SECTION 36.5-3, SMALL WIRELESS FACILITY PERMITTING REGULATIONS; SECTION 36.5-4, REQUIREMENTS AND CONDITIONS; SECTION 36.5-5, ABANDONMENT; SECTION 36.5-6, INDEMNIFICATION; SECTION 36.5-7, INSURANCE AND BONDS; AND PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.**

EMERGENCY ORDINANCE

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

**SECTION 1.** That Chapter 36.5 Small Wireless Facilities is hereby added and reads as follows to wit:

**SECTION 36.5-1. Statement of Purpose**

The purpose of this Chapter is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on or outside of rights-of-way within the City's jurisdiction in a manner that is consistent with the Oklahoma Small Wireless Facilities Deployment Act.

**SECTION 36.5-2. Definitions**

*Collocate or Collocation:* to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

*Decorative pole:* a pole that is specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than a small wireless facility, light fixtures or specially designed informational or directional signage or temporary holiday or special even attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal rules or codes.

*Micro wireless facility:* means a small wireless facility that meets the following qualifications:

- is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height.
- Any exterior antenna is no longer than eleven (11) inches;

*Permit*: written authorization required by the City to perform an action or initiate, continue or complete a project.

*Small wireless facility*: a wireless facility that meets both of the following qualifications:

- Each antenna of the wireless provider could fit within an enclosure of no more than six (6) cubic feet in volume, and
- All other wireless equipment associated with the wireless facility, whether ground- or pole-mounted, is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.

*Utility pole*: pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage or a similar function, or for the collocation of small wireless facilities; provided, however, such term shall not include wireless support structures or electric transmission structures.

*Wireless facility*: Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (a) equipment associated with wireless communications; and (b) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment regardless of technological configuration. The term includes small wireless facilities. The term does not include:

- The structure or improvements on, under or within which the equipment is collocated, or
- Coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

### **SECTION 36.5-3. Small Wireless Facility Permitting Regulations**

1. Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for office, commercial or industrial use.
2. Permit required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and

processed, and permits issued shall be subject to the following conditions and requirements.

A. Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocated small wireless facilities on a utility pole or wireless support structure:

- (1) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
- (2) Specifications and drawings prepared by a structural engineer for each proposed small wireless facility covered by the application as it is proposed to be installed;
- (3) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
- (4) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
- (5) When a proposed small wireless facility is proposed to be attached to an existing pole not owned by the wireless provider, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

B. Application Process. The City shall process applications as follows:

- (1) Within twenty (20) days of receiving and application, the City must notify the applicant in writing if the application is complete. If an application is incomplete, the City must specifically identify the missing information in writing. If the City does not notify the applicant of missing information, the application is deemed approved within seventy-five (75) days of receipt of the application.
- (2) An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the



City fails to approve or deny the application within seventy-five (75) days after the submission of a completed application.

- (3) The City may deny a proposed collocation of a small wireless facility or installation, modification or replacement of a utility pole if the proposed application:
  - (a) Materially interferes with the safe operation of traffic control equipment or public safety systems or devices;
  - (b) Materially interferes with sight lines or clear zones for transportation or pedestrians;
  - (c) Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;
  - (d) Materially interferes with Federal Aviation Administration requirements or the operation of an airport or air traffic;
  - (e) With respect to ground-mounted equipment, fails to comply with reasonable and nondiscriminatory requirements of general application adopted by ordinance that concern spacing of the ground-mounted equipment; interference with sight lines, clear zones or pedestrian access or movement; unhindered use of the right-of-way by other right-of-way occupants, including the City; or design or concealment measures as required in this ordinance
  - (f) Fails to comply with applicable codes, including without limitation the most recent version of the City adopted National Electric Safety Code;
  - (g) Causes the utility pole or wireless support structure to become structurally unsound, unless the applicant demonstrates that it will address the problem adequately, such as by modifying or replacing the structure
- (4) If an application is denied, the City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the application is denied.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within thirty (30) days after notice of denial is sent to the applicant. The City shall approve or deny the revised application within thirty (30) days after the applicant resubmits the application. Failure to resubmit the revised

application within thirty (30) days of denial shall require the applicant to submit a new application and recommencement of the City's review period.

- C. Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty-five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

- D. Duration of Permits. The duration of a permit shall be for a period of not less than ten (10) years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in the approved permit.

3. Fees.

- a) The application and permit fees for collocation of small wireless facilities on an existing or replacement City pole shall not exceed Two Hundred Dollars (\$200) each for the first five (5) small wireless facilities on the same application and One Hundred Dollars (\$100) for each additional small wireless facility on the same application.
- b) The application and permit fees for collocation of small wireless facilities on existing or replacement non-City poles or new poles within the right-of-way shall not exceed Two Hundred Dollars (\$200) each.
- c) The application and permit fees for the installation, modification or replacement of a utility pole and the collocation of an associated small wireless facility shall be Two Hundred Dollars (\$200) per pole for access to the right-of-way.
- d) The rate for occupancy of the right-of-way shall be Twenty Dollars (\$20.00) per year per small wireless facility.
- e) The rates to collocated on authority poles in the right-of-way shall be Twenty Dollars (\$20.00) per authority pole per year.
- f) Fees collected for Small Wireless Facilities will be placed in a separate fund established for reimbursed projects.

#### **SECTION 36.5-4. Requirements and Conditions**

1. **Installation and Maintenance.** The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of the permit and this Code. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
2. **No interference with public safety communication equipment.** The wireless provider's operation of the small wireless facilities shall not interfere with the equipment used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, the wireless provider will be notified and agrees to use its best effort to promptly eliminate the interference. In the event the wireless provider is unable to eliminate the interference within twenty-four hours, the equipment will be deactivated and will not be reactivated until the interference has been corrected.

The wireless provider, at its own expense, shall remedy the interference.

3. **Design Standards.** The wireless provider shall comply with the following design standards:
  - a) **Screening.** Whenever any equipment or appurtenances are to be installed at grade, screening must be installed to minimize the visibility of the facility and shall not be permitted to obstruct sight lines or to create other traffic or safety problems.
  - b) **Color and stealth.** All wireless facilities subject to this Section, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure tower or infrastructure on which it is mounted. The color must be comprised of nonreflective materials which blend with the materials and colors of the surrounding area and structures. The Applicant shall use good faith efforts to employ reasonable stealth techniques to conceal the appearance of the wireless facilities.
  - c) **Wiring and Cabling.** Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the National

Electrical Code and National Electrical Safety Code adopted by the City and in force at the time of the installation of the facility. Any wiring must be covered with an appropriate cover. No wiring and cabling serving the facility will be allowed to interfere with any existing uses.

- d) **Signage and Labeling.** The antenna structure, equipment structure and power demarcation structure shall each be clearly marked with current and up-to-date point-of-contact information and telephone number of the entity responsible for maintenance and repair of the wireless facility in addition to the following information:

Midwest City issued Permit Number:

Owner Name:

Site Name and/or Site ID:

Carrier Name and/or Carrier Site ID:

4. **Height Limitations.** The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures of which small wireless facilities are collocated may not exceed the higher of:

- a) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 500 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City or,
- b) 50 feet above ground level.

5. **Undergrounding Regulations.** Wireless providers shall comply with reasonable and nondiscriminatory requirements that prohibit communications services providers from installing utility poles or other structures in the right-of-way in an area designated solely for underground or buried cable and utility facilities where:

- a) The City has required all cable and utility facilities other than authority poles and attachments to be placed underground (i) by a date certain before the application is submitted or (ii) by a date certain within two (2) years after the application is submitted, if relocation of facilities has commenced;
- b) The City does not prohibit the replacement of City poles in the designated area; and
- c) The City permits wireless providers to seek a waiver of the undergrounding requirements for the placement of a new utility pole to support small wireless facilities, which waivers shall be addressed in a nondiscriminatory manner.

**SECTION 36.5-5. Abandonment.**

A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. A small wireless facility missing the required signage and labeling will be considered abandoned. A small wireless facility with incorrect or out-of-date (un-useable) information will be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

An owner and/or wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new owner and/or wireless provider.

Send to: CITY OF MIDWEST CITY  
ATTN: City Clerk  
100 North Midwest Boulevard  
Midwest City, OK 73110

With a copy to: CITY OF MIDWEST CITY  
ATTN: Information Technology Department  
100 North Midwest Boulevard  
Midwest City, OK 73110  
405.869.8600 POC Ryan Rushing; or designee

**SECTION 36.5-6. Indemnification.**

A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Section and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

**SECTION 36.5-7. Insurance and Bonds**

1. Insurance. The City may require a wireless provider to furnish proof of insurance naming the City and its officers, agents and employees as additional insureds against claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses and attorney fees prior to the effective date of any permit issued for a small wireless facility.
2. Bonds. The City may require a bond for small wireless facilities located in the right-of-way. The purpose of such bonds shall be to:
  - a) Provide for the removal of abandoned or improperly maintained small wireless facilities including those that the City determines need to be removed to protect public health, safety or welfare,
  - b) Restoration of the right-of-way in connection with removals
  - c) Recoup rates or fees that have not been paid by a wireless provider in over twelve (12) months, so long as the wireless provider has received reasonable notice from the City or any noncompliance and an opportunity to cure.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the \_\_\_\_ day of \_\_\_\_\_, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

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

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
HEATHER POOLE, City Attorney

**SECTION 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it being immediately necessary for the preservation of the peace, health and safety of the City of Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force and after its passage as provided by law.

EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma this \_\_\_\_\_ 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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADDING CHAPTER 36.5, SMALL WIRELESS FACILITIES TO THE MIDWEST CITY MUNICIPAL CODE; ADDING THE FOLLOWING SECTIONS IN THE NEW CHAPTER: SECTION 36.5-1, STATEMENT OF PURPOSE; SECTION 36.5-2, DEFINITIONS; SECTION 36.5-3, SMALL WIRELESS FACILITY PERMITTING REGULATIONS; SECTION 36.5-4, REQUIREMENTS AND CONDITIONS; SECTION 36.5-5, ABANDONMENT; SECTION 36.5-6, INDEMNIFICATION; SECTION 36.5-7, INSURANCE AND BONDS; AND PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.**

EMERGENCY ORDINANCE

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

**SECTION 1.** That Chapter 36.5 Small Wireless Facilities is hereby added and reads as follows to wit:

**SECTION 36.5-1. Statement of Purpose**

The purpose of this Chapter is to establish regulations, standards and procedures for the siting and collocation of small wireless facilities on or outside of rights-of-way within the City's jurisdiction in a manner that is consistent with the Oklahoma Small Wireless Facilities Deployment Act.

**SECTION 36.5-2. Definitions**

*Collocate or Collocation:* to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

*Decorative pole:* a pole that is specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than a small wireless facility, light fixtures or specially designed informational or directional signage or temporary holiday or special even attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal rules or codes.

*Micro wireless facility:* means a small wireless facility that meets the following qualifications:

- is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height.
- Any exterior antenna is no longer than eleven (11) inches;



*Permit*: written authorization required by the City to perform an action or initiate, continue or complete a project.

*Small wireless facility*: a wireless facility that meets both of the following qualifications:

- Each antenna of the wireless provider could fit within an enclosure of no more than six (6) cubic feet in volume, and
- All other wireless equipment associated with the wireless facility, whether ground- or pole-mounted, is cumulatively no more than twenty-eight (28) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.

*Utility pole*: pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage or a similar function, or for the collocation of small wireless facilities; provided, however, such term shall not include wireless support structures or electric transmission structures.

*Wireless facility*: Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (a) equipment associated with wireless communications; and (b) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies and comparable equipment regardless of technological configuration. The term includes small wireless facilities. The term does not include:

- The structure or improvements on, under or within which the equipment is collocated, or
- Coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

### **SECTION 36.5-3. Small Wireless Facility Permitting Regulations**

1. Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for office, commercial or industrial use.
2. Permit required. An applicant shall obtain one or more permits from the City to collocate a small wireless facility. An application shall be received and

processed, and permits issued shall be subject to the following conditions and requirements.

A. Application Requirements. A wireless provider shall provide the following information to the City, together with the City's Small Cell Facilities Permit Application, as a condition of any permit application to collocated small wireless facilities on a utility pole or wireless support structure:

- (1) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
- (2) Specifications and drawings prepared by a structural engineer for each proposed small wireless facility covered by the application as it is proposed to be installed;
- (3) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
- (4) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
- (5) When a proposed small wireless facility is proposed to be attached to an existing pole not owned by the wireless provider, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

B. Application Process. The City shall process applications as follows:

- (1) Within twenty (20) days of receiving and application, the City must notify the applicant in writing if the application is complete. If an application is incomplete, the City must specifically identify the missing information in writing. If the City does not notify the applicant of missing information, the application is deemed approved within seventy-five (75) days of receipt of the application.
- (2) An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the

City fails to approve or deny the application within seventy-five (75) days after the submission of a completed application.

- (3) The City may deny a proposed collocation of a small wireless facility or installation, modification or replacement of a utility pole if the proposed application:
- (a) Materially interferes with the safe operation of traffic control equipment or public safety systems or devices;
  - (b) Materially interferes with sight lines or clear zones for transportation or pedestrians;
  - (c) Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;
  - (d) Materially interferes with Federal Aviation Administration requirements or the operation of an airport or air traffic;
  - (e) With respect to ground-mounted equipment, fails to comply with reasonable and nondiscriminatory requirements of general application adopted by ordinance that concern spacing of the ground-mounted equipment; interference with sight lines, clear zones or pedestrian access or movement; unhindered use of the right-of-way by other right-of-way occupants, including the City; or design or concealment measures as required in this ordinance
  - (f) Fails to comply with applicable codes, including without limitation the most recent version of the City adopted National Electric Safety Code;
  - (g) Causes the utility pole or wireless support structure to become structurally unsound, unless the applicant demonstrates that it will address the problem adequately, such as by modifying or replacing the structure
- (4) If an application is denied, the City shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the application is denied.

The applicant may cure the deficiencies identified by the City and resubmit the revised application once within thirty (30) days after notice of denial is sent to the applicant. The City shall approve or deny the revised application within thirty (30) days after the applicant resubmits the application. Failure to resubmit the revised

application within thirty (30) days of denial shall require the applicant to submit a new application and recommencement of the City's review period.

- C. Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the City shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty-five (25) small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the City may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The City may issue separate permits for each collocation that is approved in a consolidated application.

- D. Duration of Permits. The duration of a permit shall be for a period of not less than ten (10) years, and the permit shall be renewed for equivalent durations unless the City makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable City codes or any provision, condition or requirement contained in the approved permit.

3. Fees.

- a) The application and permit fees for collocation of small wireless facilities on an existing or replacement City pole shall not exceed Two Hundred Dollars (\$200) each for the first five (5) small wireless facilities on the same application and One Hundred Dollars (\$100) for each additional small wireless facility on the same application.
- b) The application and permit fees for collocation of small wireless facilities on existing or replacement non-City poles or new poles within the right-of-way shall not exceed Two Hundred Dollars (\$200) each.
- c) The application and permit fees for the installation, modification or replacement of a utility pole and the collocation of an associated small wireless facility shall be Two Hundred Dollars (~~\$2000~~) (\$200) per pole for access to the right-of-way.
- d) The rate for occupancy of the right-of-way shall be Twenty Dollars (\$20.00) per year per small wireless facility.
- e) The rates to collocated on authority poles in the right-of-way shall be Twenty Dollars (\$20.00) per authority pole per year.
- f) Fees collected for Small Wireless Facilities will be placed in a separate fund established for reimbursed projects.

#### **SECTION 36.5-4. Requirements and Conditions**

1. **Installation and Maintenance.** The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of the permit and this Code. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
2. **No interference with public safety communication equipment.** The wireless provider's operation of the small wireless facilities shall not interfere with the equipment used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, the wireless provider will be notified and agrees to use its best effort to promptly eliminate the interference. In the event the wireless provider is unable to eliminate the interference within twenty-four hours, the equipment will be deactivated and will not be reactivated until the interference has been corrected.

The wireless provider, at its own expense, shall remedy the interference.

3. **Design Standards.** The wireless provider shall comply with the following design standards:
  - a) **Screening.** Whenever any equipment or appurtenances are to be installed at grade, screening must be installed to minimize the visibility of the facility and shall not be permitted to obstruct sight lines or to create other traffic or safety problems.
  - b) **Color and stealth.** All wireless facilities subject to this Section, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure tower or infrastructure on which it is mounted. The color must be comprised of nonreflective materials which blend with the materials and colors of the surrounding area and structures. The Applicant shall use good faith efforts to employ reasonable stealth techniques to conceal the appearance of the wireless facilities.
  - c) **Wiring and Cabling.** Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the National

Electrical Code and National Electrical Safety Code adopted by the City and in force at the time of the installation of the facility. Any wiring must be covered with an appropriate cover. No wiring and cabling serving the facility will be allowed to interfere with any existing uses.

- d) **Signage and Labeling.** The antenna structure, equipment structure and power demarcation structure shall each be clearly marked with current and up-to-date point-of-contact information and telephone number of the entity responsible for maintenance and repair of the wireless facility in addition to the following information:

Midwest City issued Permit Number:

Owner Name:

Site Name and/or Site ID:

Carrier Name and/or Carrier Site ID:

4. **Height Limitations.** The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures of which small wireless facilities are collocated may not exceed the higher of:

- a) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the City, that is located within 500 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the City or,
- b) 50 feet above ground level.

5. **Undergrounding Regulations.** Wireless providers shall comply with reasonable and nondiscriminatory requirements that prohibit communications services providers from installing utility poles or other structures in the right-of-way in an area designated solely for underground or buried cable and utility facilities where:

- a) The City has required all cable and utility facilities other than authority poles and attachments to be placed underground (i) by a date certain before the application is submitted or (ii) by a date certain within two (2) years after the application is submitted, if relocation of facilities has commenced;
- b) The City does not prohibit the replacement of City poles in the designated area; and
- c) The City permits wireless providers to seek a waiver of the undergrounding requirements for the placement of a new utility pole to support small wireless facilities, which waivers shall be addressed in a nondiscriminatory manner.

**SECTION 36.5-5. Abandonment.**

A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. A small wireless facility missing the required signage and labeling will be considered abandoned. A small wireless facility with incorrect or out-of-date (un-useable) information will be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the City notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the City to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the City may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

An owner and/or wireless provider shall provide written notice to the City if it sells or transfers small wireless facilities within the jurisdiction of the City. Such notice shall include the name and contact information of the new owner and/or wireless provider.

Send to: CITY OF MIDWEST CITY  
ATTN: City Clerk  
100 North Midwest Boulevard  
Midwest City, OK 73110

With a copy to: CITY OF MIDWEST CITY  
ATTN: Information Technology Department  
100 North Midwest Boulevard  
Midwest City, OK 73110  
405.869.8600 POC Ryan Rushing; or designee

**SECTION 36.5-6. Indemnification.**

A wireless provider shall indemnify and hold the City harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the City improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Section and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the City or its employees or agents. A wireless provider shall further waive any claims that they may have against the City with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

**SECTION 36.5-7. Insurance and Bonds**

1. Insurance. The City may require a wireless provider to furnish proof of insurance naming the City and its officers, agents and employees as additional insureds against claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses and attorney fees prior to the effective date of any permit issued for a small wireless facility.
2. Bonds. The City may require a bond for small wireless facilities located in the right-of-way. The purpose of such bonds shall be to:
  - a) Provide for the removal of abandoned or improperly maintained small wireless facilities including those that the City determines need to be removed to protect public health, safety or welfare,
  - b) Restoration of the right-of-way in connection with removals
  - c) Recoup rates or fees that have not been paid by a wireless provider in over twelve (12) months, so long as the wireless provider has received reasonable notice from the City or any noncompliance and an opportunity to cure.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the \_\_\_\_ day of \_\_\_\_\_, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

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

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
HEATHER POOLE, City Attorney



**SECTION 4. EMERGENCY.** The City Council declares this ordinance to be an emergency, it being immediately necessary for the preservation of the peace, health and safety of the City of Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force and after its passage as provided by law.

EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma this \_\_\_\_\_ 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, Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

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TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : April 23, 2019

SUBJECT : Discussion and consideration of appointing a replacement for Travis Jernigan to the Plumbing, Gas, and Mechanical Board. (Continued from April 9, 2019 Council meeting)

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In accordance with Sec. 9-190 of the Municipal Code, the Plumbing, Gas and Mechanical Board shall consist of six (6) members of the plumbing, gas and mechanical trade. The board members shall be appointed by the City Council for terms of three (3) years, and each shall serve until his successor is appointed and qualified, unless sooner removed for cause.

The Plumbing, Gas and Mechanical Board meets on call. Members of the Board serve 3-year terms and are as follows:

Steve Foster – Gas (expires 11.9.21)  
Dale Milburn – Plumbing (expires 3.26.22)  
Steve Franks – Mechanical (expires 2.9.21)  
Jerry White – Mechanical (expires 2.9.21)  
Gary Perkins – Plumbing (expires 3.26.22)  
Vacant – Mechanical

Action is at the discretion of the Council.

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Billy Harless  
Community Development Director

BH:lkb



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**

**April 2, 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 April 2, 2019 at 7:00 p.m., with the following members present:

Commissioners present:      Russell Smith –Vice Chairman  
Dee Collins  
Jess Huskey  
Dean Hinton  
Jim Campbell  
Jim Smith

Commissioner absent:      Stan Greil

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

The meeting was called to order by Vice Chairman R. Smith at 7:00 p.m.

### **A.      MINUTES:**

1.      Motion was made by Huskey, seconded by Campbell, to approve the minutes of the April 2, 2019 Planning Commission meeting as presented. Voting aye: Hinton Campbell, R.Smith, J. Smith and Huskey. Nay: none. Absent: Collins. Motion carried.

\* Collins arrived at 7:00, just after item A1 was approved.

### **B.      NEW MATTERS:**

1.      **(PC-1984) Public hearing with discussion and consideration of a request to rename Center Drive to Warren Drive.**

Staff presented a brief overview of this item. There was general discussion. A motion was made by Collins, seconded by J. Smith to recommend approval of this item subject to staff comments. Voting aye: Collins, Huskey, Campbell, R. Smith, J. Smith. Voting nay: Hinton. Motion carried.

**2 (PC-1988 ) Discussion and consideration of approval of the Replat of Lot 15, Block 21 of the Speckman Heights Addition, described as a part of the NW/4 of Section 10, T11N, R2W, and addressed as 101 E. Kittyhawk Drive.**

Staff presented a brief overview of this item. The applicant, Jeff Johnson of 5 NE 3<sup>rd</sup> St., OKC, was present. There was general discussion about this item. A motion was made by Huskey, seconded by Campbell, to recommend approval of this item subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

**3 (PC-1989) Discussion and consideration of approval of the Final Plat of Johnson Homestead, described as a part of the NW/4 of Section 7, T11N, R1W, located at 10433 SE 21<sup>st</sup> Street.**

Staff presented a brief overview of this item. The applicant, Byron Johnson of 10433 SE 21<sup>st</sup> St. was present. There was general discussion about this item. A motion was made by Hinton, seconded by Campbell to recommend approval of this item subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

**4 (PC-1990) Discussion and consideration of approval of the proposed preliminary plat of Cassidy Cove Section III, described as a part of the NW/4 of Section 1, T11N, R2W, located at 500 and 600 Davidson Road.**

\* Commissioner Campbell stepped down from the Planning Commission prior to this item being discussed.

Staff presented a brief overview of this item. The applicant, Jim Campbell of 9228 Cassidy Ct., 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.

\* Commissioner Campbell rejoined the Planning Commission at 7:13 p.m.

**5 (PC-1991) Discussion and consideration of approval of the Replat of Lot 6, Block 5 of the Pine Addition, described as a part of the NE/4 of Section 10, T11N, R2W and addressed as 220 E. Kittyhawk Dr.**

Staff presented a brief overview of this item. The applicant, Jeff Johnson of 5 NE 3<sup>rd</sup> St., OKC, was present. There was general discussion about this item. A motion was made by Huskey, seconded by Campbell, to recommend approval of this item subject to staff comments. Voting aye: Hinton, Campbell, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.

**C. COMMISSION DISCUSSION:** There was general discussion among the Commission and staff. Community Development Director Harless introduced the new Comprehensive Planner, Petya Stefanoff.

**D. PUBLIC DISCUSSION:** None.

**E. FURTHER INFORMATION:** None

There being no further matters before the Commission, motion to adjourn was made by Collins seconded by Huskey. Voting aye: Hinton, Campbell, R. Smith, Collins, J. Smith and Huskey. Nay: none. Motion carried.






The meeting adjourned at 7:21 p.m.

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Russell Smith, Vice Chairman  
(KG)



## MUNICIPAL AUTHORITY AGENDA

-  The 6:00 PM meetings will be shown live on Channel 20.
-  The recorded video will be available on YouTube and the City's website within 48 hours at [www.youtube@midwestcityok.org](http://www.youtube@midwestcityok.org).
-  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](mailto: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.
-  **NEW NOTICE:** The Council has eliminated the Staff Briefings this year and will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. The Council will informally gather at or after 5:00 PM in the second floor conference room for dinner; however, 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

April 23, 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 to approve the minutes of the regular meeting of April 9, 2019, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending March 31, 2019. (City Manager - T. Lyon)
- 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.





DISCUSSION ITEMS



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

April 09, 2019 - 6:01 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.

Chairman Matt Dukes called the meeting to order at 6:39 PM with the following members present: Trustees Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: Susan Eads and Jeff Moore.

### DISCUSSION ITEMS.

1. **Discussion and consideration of approving the minutes of the regular meeting of March 26, 2019 as submitted.** Byrne made a motion to accept the minutes, as submitted, seconded by Allen. Voting aye: Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.
2. **Discussion and consideration of awarding the bid to PDI Communications, Inc. for one hundred and fifty-eight (158) new 55" hospitality televisions at a cost not to exceed \$94,531.40 for the Sheraton/Reed Convention Center.** Allen made a motion to award the bid, as submitted, seconded by Bowen. Voting aye: Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.
3. **Discussion and consideration of authorization to issue a promissory note for a line of credit loan of up to \$200,000 from City of Midwest City Fund 45 – Welcome Center and Fund 123 – Parks and Recreation (split equally) to the Municipal Authority Fund 197 – John Conrad Golf for a term of no longer than five years at an interest rate of 2.29% to provide funding for continuing operations. Principle and interest will be due at maturity of loan.** Reed made a motion to approve the authorization, as submitted, seconded by Byrne. Voting aye: Bowen, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Eads and Moore. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

### ADJOURNMENT.

There being no further business, Chairman Dukes closed the meeting at 6:41 PM.

ATTEST:

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MATT DUKES, Chairman

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SARA HANCOCK, Secretary



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: April 23, 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 March 31, 2019.

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

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

*Tim L. Lyon*

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Tim Lyon  
Assistant City Manager

Attachment (1)

**SHERATON MIDWEST CITY HOTEL AT THE REED CENTER**

<b>Fiscal Year 2018-2019</b>	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
<b>Revenue</b>												
Budgeted (MTD)	341,442	447,668	431,838	532,961	405,584	317,691	266,291	392,463	591,214			
Actual (MTD)	384,934	454,587	328,389	590,459	430,083	315,262	168,164	388,910	591,844			
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			
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			
<b>Expenses</b>												
Budgeted (MTD)	418,478	449,923	421,755	478,040	410,232	400,674	351,565	381,945	501,702			
Actual (MTD)	418,401	431,481	383,381	506,459	399,967	346,444	317,815	355,961	474,876			
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			
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			
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(77,036)	2,745	10,083	54,921	(4,648)	(82,983)	(85,274)	10,518	89,512			
Actual (MTD)	(33,467)	23,106	(54,992)	84,000	30,117	(31,182)	(149,650)	32,950	116,968			
Budgeted (YTD)	(77,036)	(74,291)	(64,208)	(9,287)	(13,935)	(96,918)	(182,192)	(171,674)	(82,162)			
Actual (YTD)	(33,467)	(10,361)	(65,353)	18,648	48,764	17,582	(132,068)	(99,118)	17,850			
<b>Key Indicators</b>												
Hotel Room Revenue	243,661	218,190	192,145	252,000	200,126	94,847	104,491	198,527	243,819			
Food and Banquet Revenue	114,062	191,794	115,059	291,647	183,751	189,707	114,039	161,848	301,906			

<b>Fiscal Year 2017-2018</b>	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
<b>Revenue</b>												
Budgeted (MTD)	345,872	508,778	430,804	639,312	424,595	308,205	303,680	379,330	547,825	516,519	495,730	425,810
Actual (MTD)	324,600	469,661	409,957	620,373	440,973	298,992	237,909	395,947	529,803	530,409	402,933	502,338
Budgeted (YTD)	372,126	854,650	1,285,454	1,924,766	2,349,361	2,657,566	2,961,246	3,340,576	3,888,401	4,404,920	4,900,650	5,326,460
Actual (YTD)	324,600	794,261	1,204,218	1,824,592	2,265,564	2,564,556	2,802,465	3,198,412	3,728,215	4,258,624	4,661,557	5,163,895
<b>Expenses</b>												
Budgeted (MTD)	345,872	474,833	419,305	526,754	414,341	383,878	389,188	392,180	494,172	482,514	455,507	418,995
Actual (MTD)	398,222	466,528	391,915	410,925	430,597	434,233	326,576	366,587	482,215	465,386	418,445	482,536
Budgeted (YTD)	345,126	846,959	1,266,264	1,793,018	2,207,359	2,591,237	2,980,425	3,372,605	3,866,777	4,349,291	4,804,798	5,223,793
Actual (YTD)	398,222	864,750	1,256,665	1,667,591	2,098,188	2,532,421	2,858,997	3,225,584	3,707,800	4,173,185	4,591,630	5,074,166
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(26,254)	33,945	11,499	112,558	10,254	(75,373)	(85,508)	(12,850)	53,653	34,005	40,223	6,815
Actual (MTD)	(73,622)	3,133	18,042	209,448	10,375	(135,242)	(88,666)	29,360	47,587	65,023	(15,512)	19,802
Budgeted (YTD)	(26,254)	7,691	19,190	131,748	142,002	66,329	(19,179)	(32,029)	21,624	55,629	95,852	102,667
Actual (YTD)	(73,622)	(70,489)	(52,447)	157,001	167,376	32,134	(56,532)	(27,172)	20,415	85,439	69,926	89,729



NEW BUSINESS/  
PUBLIC DISCUSSION





## MEMORIAL HOSPITAL AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on YouTube and the City's website within 48 hours at [www.youtube@midwestcityok.org](http://www.youtube@midwestcityok.org).



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**NEW NOTICE:** The Council has eliminated the Staff Briefings this year and will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. The Council will informally gather at or after 5:00 PM in the second floor conference room for dinner; however, 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

April 23, 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 to approve the minutes of the regular meeting of April 9, 2019, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of renewing the Lease Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma to lease the ArtzPlace building, located at 1730 Center Drive, for \$5,168 per month for fiscal year 2019-20. (Hospital Authority - G. Henson)
- C. DISCUSSION ITEM.
1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)
- D. NEW BUSINESS/PUBLIC DISCUSSION. 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.**
- E. ADJOURNMENT.







CONSENT AGENDA



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

April 09, 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 6:41 PM with the following members present: Trustees: Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: Trustees Susan Eads and Jeff Moore.

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

1. Discussion and consideration of approving the minutes of the regular meeting of March 26, 2019, as submitted.
2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:42 PM.

ATTEST:

\_\_\_\_\_  
MATT DUKES, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Guy Henson, General Manager/Administrator

Date: April 23, 2019

Subject: Discussion and consideration of renewing the Lease Agreement with Independent School District No. 52 of Oklahoma County, Oklahoma to lease the ArtzPlace building, located at 1730 Center Drive, for \$5,168 per month for fiscal year 2019-20.

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Staff recommends approval.

J. Guy Henson, City Manager

## LEASE AGREEMENT

This Lease is made and entered into by and between the Midwest City Memorial Hospital Authority, a public trust ("Lessor"), and Independent School District No. 52 of Oklahoma County, Oklahoma ("Lessee").

### WITNESSETH:

Lessor does hereby lease to Lessee the premises known and described as:

Christie Heights Subdivision Block: 000 Lot: 021, Midwest City, Oklahoma County, Oklahoma, with a street address of 1730 Center Drive

including the 7,752 square foot building and appurtenant parking lot, collectively referred to as the "Leased Premises," in their current and "as is" condition, to be used by Lessee as an educational facility. Lessee taking possession of the Leased Premises shall be conclusive evidence that Lessee accepts the Leased Premises "as is" and that the Leased Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing by both parties prior to entry.

1. Term of Lease. The term of this Lease shall be for one year beginning on July 1, 2019. Lessee may request to renew this Lease for one additional one-year term provided that Lessor reserves the right to renegotiate the rental payments and other provisions of this Lease. Lessee shall, at least sixty (60) days prior to the expiration date of the primary one-year term of this Lease, notify Lessor, in writing, whether or not it intends to renew this Lease.
2. Rent. Rent shall commence on July 1, 2019. The annual rent that Lessee shall pay to Lessor for the term of this Lease shall be the sum of sixty-two thousand, sixteen and 00/100 dollars (\$62,016.00) payable to Lessor in equal monthly installments of five thousand, one hundred, sixty-eight and 00/100 dollars (\$5,168.00) in advance on the first day of each calendar month throughout the term.
3. Security Deposit. Lessee previously deposited with Lessor the sum of \$5,168.00 as a security deposit (the "Security Deposit"). Such Security Deposit will be held by Lessor throughout the Lease Term, without liability for interest, as security for the performance by Lessee of all Lessee's obligations under this Lease. Lessor may, from time to time, without prejudice to any other remedy, use any portion of the Security Deposit to satisfy any obligation of Lessee under this Lease. Following any such application, Lessee will pay to Lessor, on demand, the amount so applied and restore the Security Deposit to its original amount. The Security Deposit is not an advance payment of Rent or a measure of Lessor's damages for any default by Lessee. If Lessee is not in default at the end of the Lease Term, the balance of the Security Deposit remaining after any such application will be returned by Lessor to Lessee. If Lessor transfers Lessor's interest in the Leased Premises during the Lease Term, Lessor may assign the Security Deposit to Lessor's transferee and thereafter Lessor will have no further liability with respect to such Security Deposit.
4. Parking Lot. Lessor agrees to furnish as a part of the Leased Premises a parking area and shall keep the parking area in good repair. Lessee shall keep the parking area lighted, striped and clean and free from all debris.
5. Utilities. During the term of this Lease, Lessee shall be responsible for arranging and paying for all utility services required or appropriate at the Leased Premises.

6. Maintenance. During the term of this Lease, Lessor shall keep in good repair all exterior parts of the 7,752 square foot building that is a part of the Leased Premises including, but not limited to, the foundation, walls, roof, sewer and water service lines, sidewalks and exterior painting, landscaping and exterior sprinkler system, and all plumbing, electrical and gas installations. Lessee shall maintain and keep in good repair the interior of the Leased Premises, including the replacement of all plate glass in the Leased Premises broken or damaged by any means, whether or not any such maintenance or repairs become necessary because of a defect in or damage to the roof and/or exterior of the building or due to defective workmanship or materials, the elements, normal wear and tear, act of God, fire, war, insurrection, civil riot or other casualty, irrespective of the cause thereof.
7. HVAC. Lessee shall service and maintain the air conditioning and heating equipment furnished with the Leased Premises at its own expense on a quarterly basis, proof of which it shall provide to Lessor. All costs incurred in normal maintenance of the HVAC system including, without limitation, replacement or re-charging of freon or other cooling fluids, cleaning of condensers and filters, and replacement of filters shall be at Lessee's sole expense. Lessee shall replace any worn or damaged parts. Lessor shall replace the condenser as necessary. All work performed on the HVAC system shall be performed only by contractors approved by Lessor.
8. Improvements and Fixtures. During the term, Lessee will not make or allow to be made any alterations, additions, or improvements to or of the Leased Premises or any part of the Leased Premises, or attach any fixtures or equipment to the Leased Premises, without first obtaining Lessor's written consent in each instance. All such alterations, additions, or improvements consented to by Lessor, and capital improvements that are required to be made to the Leased Premises, as a result of the nature of Lessee's use of the Leased Premises will be performed by contractors approved by Lessor and subject to conditions specified by Lessor (which may include requiring the posting of a mechanic's or materialmen's lien bond). All alterations, additions or improvements upon the Leased Premises, no matter by whom made, shall be the property of Lessor and remain upon and be surrendered with the Leased Premises, except that movable furniture, trade fixtures and attachments to the Leased Premises made by Lessee, except built-in fixtures, shall remain the property of Lessee and may be removed by Lessee subject to Lessee's restoration of any damage to the Leased Premises caused by any such removal and providing that Lessee has punctually fulfilled all obligations under this Lease. Lessee agrees that where floor covering has been glued, cemented or otherwise fastened to the floor, it is a part of the building and is the property of Lessor. Any signs that Lessee plans to place on any part of the Leased Premises that shall be visible from outside of the building must first be approved by Lessor in writing.
9. Use Assignment. Lessee will not use the Leased Premises or any part of them, or permit them to be used, for any purpose other than as an educational facility. Lessee's business shall be conducted entirely within the building on the Leased Premises and there shall be no outdoor storage or display of any merchandise associated with Lessee's business at the Leased Premises. Lessee shall use no mechanical equipment or conduct any activity on the Leased Premises that creates excessive traffic, noise, dust, odor or electrical disturbance beyond the confines of the Leased Premises. Neither Lessee nor any of Lessee's agents, employees, guests or invitees shall engage in any conduct prohibited or proscribed by any local, state or federal law and, further, Lessee agrees to indemnify and hold Lessor harmless from any loss, cost or damage including, without limitation, court costs and/or attorney's fees incurred by Lessor as a result of Lessee's violation of this covenant. No interest in this Lease shall, without Lessor's written consent, be assigned or otherwise disposed of voluntarily

or by operation of law or otherwise, nor shall any part of the Leased Premises be sublet without Lessor's written consent.

10. Hazard Insurance. Lessor shall carry adequate hazard insurance to cover the Leased Premises and, in the event the Leased Premises are partially destroyed by fire or other casualty, irrespective of the cause, Lessor may, in its discretion, promptly rebuild or replace the damaged portion of the Leased Premises in as good condition as prior to such casualty in which case this Lease shall remain in full force and effect, although Lessor agrees to abate the monthly rental due during such reconstruction until the Leased Premises are ready for Lessee to re-occupy. Should Lessor elect not to rebuild the Leased Premises after such casualty, then this Lease shall terminate and all parties shall be released from any further obligation hereunder.
11. Indemnity Insurance. Lessee shall indemnify and hold Lessor harmless against all claims, judgments and demands of any person or persons whomsoever on account of injuries or accidents occurring on the Leased Premises and resulting from the negligent acts or omissions of Lessee, its employees, agents, representatives, guests or invitees, or the breach of any obligation of Lessee as set out in this Lease. Lessee shall carry public liability insurance on the Leased Premises in accordance with the Governmental Tort Claims Act limits of \$25,000 for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident or occurrence; \$125,000 to any claimant for a claim for any other loss arising out of a single act, accident, or occurrence; \$1,000,000 for any number of claims arising out of a single occurrence or accident, naming Lessor as an additional insured with certificates of such insurance to be furnished to Lessor annually and at such other times as Lessor may reasonably request.
12. Signs. Lessee shall be entitled to install and maintain signs on the Leased Premises at its sole expense, approved as to form and content by Lessor.
13. Notices. All notices required or options granted under this Lease shall be given or exercised in writing and shall be deemed to be properly served if delivered in writing personally or sent by certified mail with return receipt requested to Lessor and the Lessee:

Lessor:  
 Attention: City Clerk  
 100 North Midwest Boulevard  
 Midwest City, Oklahoma 73110-4319

Lessee:  
 Independent School District No. 52  
 1730 Center Drive  
 Midwest City, Oklahoma 73110-2809

Except as otherwise specifically provided to the contrary in this Lease, the effective date of such notice or option shall be the date that is stamped on the envelope by the United States Post Office and the parties to this Lease shall not refuse to accept delivery of any notices. Such refusal shall constitute receipt.

14. Default. In the event Lessee should default in payment of rent, or default by failing or refusing to perform any other action required under this Lease or by performing any action prohibited by this Lease, Lessor shall give Lessee written notice of such default either in person or by certified mail and Lessee shall have ten (10) days from the date of receiving such notice to correct the default. Should Lessee fail to correct such default within the ten (10) day period, Lessor may, at its option, in addition to all other rights available to Lessor under Oklahoma law, terminate this Lease.

15. Severability. All rights and liabilities herein given or imposed on either of the parties to this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Lease. Should any clause or provision of this Lease be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have approved and executed this Lease. APPROVED

and agreed to by the Authority on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MIDWEST CITY  
MEMORIAL HOSPITAL AUTHORITY,  
a public trust ("Lessor")

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
HEATHER POOLE, Authority Counsel

INDEPENDENT SCHOOL DISTRICT NO. 52  
OF OKLAHOMA COUNTY, OKLAHOMA  
("Lessee")

\_\_\_\_\_  
JIMMIE NOLEN, President



DISCUSSION ITEM







Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Sara Hancock, Secretary

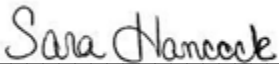
Date: April 23, 2019

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

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Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

  
Sara Hancock, Secretary



NEW BUSINESS/  
PUBLIC DISCUSSION





## ECONOMIC DEVELOPMENT COMMISSION AGENDA



The 6:00 PM meetings will be shown live on Channel 20.



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**NEW NOTICE:** The Council has eliminated the Staff Briefings this year and will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. The Council will informally gather at or after 5:00 PM in the second floor conference room for dinner; however, 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 ECONOMIC DEVELOPMENT COMMISSION AGENDA**

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

April 23, 2019 - 6:03 PM

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so the Commissioners, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Commissioners, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
- 1.** Discussion and consideration of approving the minutes of the staff briefing, and regular meetings of January 22, 2019 as submitted. (City Clerk - S. Hancock)
  - 2.** Discussion and consideration of the 1st Quarter 2019 Economic Development Activity Report ending March 31, 2019. (Economic Development - R. Coleman)
  - 3.** Discussion of the Convention and Visitors Bureau Quarterly Activity Report for the period ending March 31, 2019. No action is necessary; this item is presented for informational and discussion purposes only.
  - 4.** Discussion and consideration of accepting the Midwest City Chamber of Commerce's quarterly report for the period ending March 31, 2019. (City Manager - G. Henson)
  - 5.** Discussion and consideration of 1) re-appointing Mr. Wade Moore as one of the Council's appointments and 2) appointing Mrs. Lisa Newport to the Commission, replacing Mr. Ed Miller, as the Council's second appointment both for three-year terms ending April 13, 2021. (City Manager - G. Henson)
- 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 Commission on any Subject not scheduled on the Regular Agenda. The Commission 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 Commission will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COMMISSION ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COMMISSION.**
- D. **ADJOURNMENT.**



CONSENT AGENDA



Notice for the special meeting of the Midwest City Economic Development Commission was filed with the City Clerk of Midwest City within the required 48 hours. 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](http://www.midwestcityok.org)).

**MINUTES OF THE SPECIAL MIDWEST CITY  
ECONOMIC DEVELOPMENT COMMISSION MEETING**

January 22, 2019 - 6:03 PM

This special meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 6:48 PM with the following members present: Commissioners Susan Eads, Española Bowen, Sean Reed, and Christine Allen; and Secretary Sara Hancock, City Attorney Heather Poole, and Acting City Manager Tim Lyon. Absent: Pat Byrne and Jeff Moore.

Consent Agenda. Eads made a motion to approve the Consent Agenda, as submitted, seconded by Reed. Voting aye: Eads, Bowen, Reed, Allen and Chairman Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing, and regular meetings of October 9, 2018, as submitted.
2. Discussion and consideration of the 4th Quarter 2018 Economic Development Activity Report ending December 31, 2018.
3. Discussion of the Convention and Visitors Bureau Quarterly Activity Report for the period ending December 31, 2018. No action is necessary; this item is presented for informational and discussion purposes only.
4. Discussion of the Midwest City Chamber of Commerce's quarterly Activity Report for the period ending December 31, 2018. No action is necessary; this item is presented for informational and discussion purposes only.

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

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 6:49 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



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

MEMORANDUM

TO: Midwest City Economic Development Commission

FROM: Robert Coleman, Director of Economic Development

DATE: April 23, 2019

SUBJECT: Discussion and consideration of the 1<sup>st</sup> Quarter 2019 Economic Development Activity Report ending March 31, 2019.

No action is necessary; this item is presented for informational and discussion purposes only.

Please direct any question concerning the report to my office (405/739-1218).

---

Robert Coleman  
Director of Economic Development

Attachment: 1<sup>st</sup> Quarter 2019 Economic Development Activity Report



# MIDWEST CITY

O K L A H O M A

## 1st Quarter 2019 Economic Development Report

### General Outlook

As we whisked through the first quarter of the year we saw a few signs the U.S. economy may be slowing a bit. After finishing 2018 with a 3.1% increase in the Gross National Product, we heard prognostications from economists who feel we are headed for a slowdown in 2019. Some placed the blame on the uncertainty of potential trade tariffs while others pointed to miniscule growth in personal wages, growth that is *not* keeping pace with inflation. Experts feel the national economy growth is likely slowing to a 2% to 2.5% growth rate over the next eight months.

These sentiments countered optimism voiced by the Oklahoma Treasurer's Office after February receipts from the production of crude oil and natural gas generation were found to be up 58.3% from a year ago. Oil and gas collections were \$5.6 million, or 5.6%, higher than January receipts. These numbers indicated Oklahoma is lagging behind the curve, but in a *good* way.

The state economy should maintain steady growth in the 3% - 4% range throughout the remainder of the year. Only a significant hiccup in the energy sector could derail these expectations, and that industry may actually be "right sized" for the moment.

For the month of February, Oklahoma City MSA unemployment (3.2%) improved from the previous month (January 3.5%). Unemployment rates were lower than a year earlier in 73 of 77 counties, higher in three counties, and unchanged in one. The OKC metro currently has the 7th lowest unemployment rate of all large metros (over 1 million population) in the country.

The Boeing KC-46 "Pegasus" tanker will be arriving to Tinker AFB in the very near future. This program is expected to create 1300 primary jobs along with an unknown number of contractors. The base population already appears to be busting at the seams, which has resulted in some departments and a few private contractors beginning to prospect for additional office space outside the perimeter.

The new Warren Theatre will be open by our July 17th meeting! Its opening will result in another 100+ employees joining the workforce. The Feast and Meiji restaurants will need about 50 workers when they open in late spring or early summer, and there are even more employment opportunities on the horizon.

We are currently working on prospects for the 2019 International Council of Shopping Center's Las Vegas ReCON event. This annual gathering brings together about 35,000 of the biggest names from the restaurant, retail and service industries. It runs from May 19th through the 22nd.

We are looking forward to a monumental summer of grand openings in Midwest City!

Respectfully,

Robert Coleman

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## CURRENT EMPLOYMENT STATISTICS – Oklahoma City MSA\*

	NUMBER EMPLOYED			CHANGE FROM			
	FEB 2019	JAN 2019	FEB 2018	JAN. 19 TO FEB. 19		JAN. 18 TO FEB. 19	
<b>Total Nonfarm</b>	<b>648,500</b>	<b>638,400</b>	<b>640,200</b>	<b>10,100</b>	<b>1.6%</b>	<b>8,300</b>	<b>1.3%</b>
Total Private**	516,600	510,600	510,500	6,000	1.2%	6,100	1.2%
Goods Producing	85,800	85,500	83,700	300	0.4%	2,100	2.5%
Service-Providing	562,700	552,900	556,500	9,800	1.8%	6,200	1.1%
Private Service Providing***	430,800	425,100	426,800	5,700	1.3%	4,000	0.9%
Mining, Logging and Construction	52,800	52,200	49,900	600	1.2%	2,900	5.8%
<b>Mining and Logging</b>	<b>22,100</b>	<b>22,100</b>	<b>20,900</b>	<b>0</b>	<b>0.0%</b>	<b>1,200</b>	<b>5.7%</b>
<b>Construction</b>	<b>30,700</b>	<b>30,100</b>	<b>29,000</b>	<b>600</b>	<b>2.0%</b>	<b>1,700</b>	<b>5.9%</b>
Specialty Trade Contractors	18,800	18,700	18,800	100	0.5%	0	0.0%
<b>Manufacturing</b>	<b>33,000</b>	<b>33,300</b>	<b>33,800</b>	<b>-300</b>	<b>-0.9%</b>	<b>-800</b>	<b>-2.4%</b>
Durable Goods	24,300	24,400	24,500	-100	-0.4%	-200	-0.8%
Machinery Manufacturing	7,000	7,100	7,000	-100	-1.4%	0	0.0%
Transportation Equipment Manufacturing	5,700	5,600	5,300	100	1.8%	400	7.6%
<b>Trade, Transportation, and Utilities</b>	<b>112,100</b>	<b>112,300</b>	<b>110,600</b>	<b>-200</b>	<b>-0.2%</b>	<b>1,500</b>	<b>1.4%</b>
Wholesale Trade	25,000	24,500	23,700	500	2.0%	1,300	5.5%
Retail Trade	64,500	65,100	65,400	-600	-0.9%	-900	-1.4%
General Merchandise Stores	14,500	14,900	14,700	-400	-2.7%	-200	-1.4%
Transportation, Warehousing, and Utilities	22,600	22,700	21,500	-100	-0.4%	1,100	5.1%
<b>Information</b>	<b>7,200</b>	<b>7,200</b>	<b>7,400</b>	<b>0</b>	<b>0.0%</b>	<b>-200</b>	<b>-2.7%</b>
Telecommunications	2,700	2,700	2,800	0	0.0%	-100	-3.6%
<b>Financial Activities</b>	<b>33,300</b>	<b>33,400</b>	<b>32,900</b>	<b>-100</b>	<b>-0.3%</b>	<b>400</b>	<b>1.2%</b>
Finance and Insurance	24,200	24,200	24,000	0	0.0%	200	0.8%
Rental and Leasing Services	3,400	3,400	3,300	0	0.0%	100	3.0%
<b>Professional and Business Services</b>	<b>83,500</b>	<b>80,600</b>	<b>83,400</b>	<b>2,900</b>	<b>3.6%</b>	<b>100</b>	<b>0.1%</b>
Professional, Scientific, and Technical Services	35,800	34,500	34,000	1,300	3.8%	1,800	5.3%
Management of Companies and Enterprises	10,300	10,200	10,200	100	1.0%	100	1.0%
Administrative and Support and Waste Management and Remediation Services	37,400	35,900	39,200	1,500	4.2%	-1,800	-4.6%
Employment Services	13,300	13,200	13,300	100	0.8%	0	0.0%
Business Support Services	5,700	5,700	6,000	0	0.0%	-300	-5.0%
<b>Education and Health Services</b>	<b>93,400</b>	<b>91,400</b>	<b>92,600</b>	<b>2,000</b>	<b>2.2%</b>	<b>800</b>	<b>0.9%</b>
Health Care and Social Assistance	84,500	84,300	83,200	200	0.2%	1,300	1.6%
Ambulatory Health Care Services	30,500	30,700	29,300	-200	-0.7%	1,200	4.1%
Hospitals	31,400	31,400	30,600	0	0.0%	800	2.6%
<b>Leisure and Hospitality</b>	<b>71,900</b>	<b>71,000</b>	<b>71,100</b>	<b>900</b>	<b>1.3%</b>	<b>800</b>	<b>1.1%</b>
Food Services and Drinking Places	58,200	58,900	57,700	-700	-1.2%	500	0.9%
Restaurants and Other Eating Places	55,000	54,900	53,300	100	0.2%	1,700	3.2%
Full-Service Restaurants	28,100	28,100	26,600	0	0.0%	1,500	5.6%
Limited-Service Restaurants and Other Eating Places	26,900	26,800	26,700	100	0.4%	200	0.8%
<b>Other Services</b>	<b>29,400</b>	<b>29,200</b>	<b>28,800</b>	<b>200</b>	<b>0.7%</b>	<b>600</b>	<b>2.1%</b>
<b>Government</b>	<b>131,900</b>	<b>127,800</b>	<b>129,700</b>	<b>4,100</b>	<b>3.2%</b>	<b>2,200</b>	<b>1.7%</b>
Federal Government	29,500	29,200	28,900	300	1.0%	600	2.1%
State Government	46,900	44,100	46,300	2,800	6.4%	600	1.3%
Local Government	55,500	54,500	54,500	1,000	1.8%	1,000	1.8%

\* Data is non-seasonally adjusted and rounded to the nearest 100

\*\* Total Private = (Total Nonfarm – Government)

\*\*\* Private Service Providing = (Service-Providing – Government)

## Entertainment Update

We may have been a bit too optimistic in our last report when we projected a May 2019 opening for the theater. Inclement weather has cost Key Construction Co. nearly 80 days of productivity, and we are now assuming a late June or early July 2019 completion.

On a lighter note, the ground breaking for the 26,000 ft.<sup>2</sup> Andy's Altitude 1291 occurred in February and construction is well underway. The Allison family hopes to have this new entertainment center open sometime around Labor Day 2019.

**BELOW:** Crews continue working to build forms in preparation for the concrete pour that will become the footing for the Andy's Altitude 1291 Entertainment Center. It is being built just north of SE 15th ST on the west side of Crosby BL.

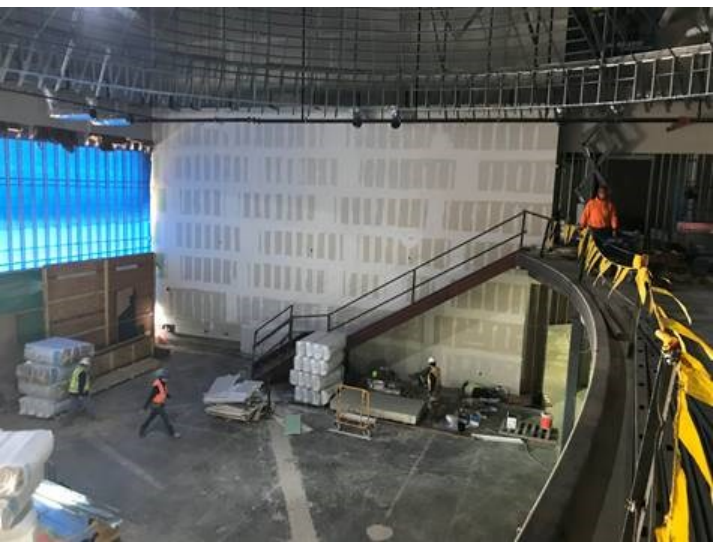


Construction on the new Game Lounge, 2301 S Douglas BL, Suite 105, is nearing completion and we expect to see a grand opening sometime later this month. It is the brain child of tabletop enthusiast Kelly Swartz, who was born and raised in Midwest City. The Game Lounge website indicates "It will offer an unparalleled space with tables and chairs from Table of Ultimate Gaming."

Hours are set for 3:00 PM - 11:00 PM weekdays and Noon to Midnight on Saturday. It will be closed Sundays. For more information see [www.thegameounge.com](http://www.thegameounge.com).



## Entertainment Update (continued)



*Photographs Taken at the Warren Theatre on March 19, 2019.*

## Restaurant Update

In March, our second **Del Rancho** location opened at 9301 SE 29th ST, site of the former Judge's Char-Grill. Progress on the new **Feast/Meiji** restaurants in the Sooner Rose Shopping & Entertainment Center was temporarily interrupted for approximately 2 weeks after a Stop Work Order was placed on the site due to defective plans.

**Nina's Coney Shack** is opening its doors at 1044 N Douglas BL, which is located just south of NE 10th ST on the east side of the N Douglas BL. Nina's will have a retro-style diner feel and promises to dish out some of the best hot dogs this side of Brooklyn. Nina's will be open for lunch and dinner daily.

Construction has started on the small shop space east of the Burlington store and **Fuzzy's Taco Shop** has submitted plans for a building permit along this row. We have also been told a contract has been signed to bring a **Chick-fil-A** location to the Sooner Rose Shopping Center sometime in 2020 or 2021. Chick-fil-A is an excellent operator with strong revenues. There are at least four other restaurateurs actively looking at possible locations in and around the Sooner Rose area.

We are also in the process of helping **Bad Nonna's Pasta Shop** open at 6811 SE 15th ST, the suite directly east of Jimmy's Egg that City Bites abandoned almost two years ago. We expect its operator, Midwest City native Paden Weatherford, to begin serving up dishes of homemade Italian goodness sometime in late May or early June.

About two miles northwest of Bad Nonna's, another private party has filed plans for a new restaurant debut at 7450 E Reno AV in the former Hollywood Video building. We know very little about this operator other than his/her choice of a new restaurant name: "**Seasons.**"

### THE TOP TEN FASTEST RISING NATIONAL RESTAURANT CONCEPTS

*Courtesy of Chain Store Again, April 5, 2019 Edition*

- 1. Cava Grill:** Fast-casual concept serves up traditional Greek fare, with lots of customization options, in a modern setting.
- 2. Bartaco:** Sixteen-unit casual restaurant chain offers upscale street food and specialty cocktails inspired by the beach culture of Brazil, Uruguay and Southern California.
- 3. True Food Kitchen:** "Polished casual" restaurant caters to a wide variety of food preferences, with vegan, gluten-free, vegetarian and organic offerings. With 23 locations, aims to double its footprint by 2021.
- 4. Dig In:** Fast-casual brand works with over 100 farmers, with crops planted to coordinate its seasonal American food offerings; also has its own farm. Operates 28 units, primarily in New York City and Boston.
- 5. Mendocino Farms:** Fast-casual eatery has a neighborhood, community-building vibe, specializes in unique sandwiches made from seasonal ingredients. Twenty-four locations with five coming soon.
- 6. Urban Plates:** Features upscale food via cafeteria-styled service, its goal is to empower consumers interested in making better food choices. With 13 locations, the brand plans to triple its size with new funding received in late 2018.
- 7. Lemonade:** Casual restaurant offers seasonal fare (and standout lemonades) in a cafeteria setting in its 28 sites.
- 8. The Little Beat:** Featuring a wide variety of healthy food and vegan options, all menu items at this fast-casual restaurant are gluten-free. Nine locations in New York and Washington, D.C., expanding into Florida in 2019.
- 9. Bibibop:** Known for bold flavors, healthy ingredients, and build-your-own options, this fast-casual Korean food grill has 30 locations.
- 10. Punch Bowl Social:** Targets millennials with quality food and beverage offerings served up in a high-energy and high-design environment that includes arcade games, bowling, ping-pong and more. Fifteen locations, with eight in the works.

## Retail Update

### The National Outlook

Americans are increasingly shopping the worldwide web. The average U.S. household spent \$5,200 online last year, up nearly 50 percent from five years earlier. Many larger, traditional retailers continue to play catch up in their e-commerce departments. Thus far in 2019, nearly 5,000 store closings have either occurred or been announced, according to research from Coresight Research. Soft goods categories for which there is growing online competition have again been the primary casualties of war, led by the likes of discount retailer **Family Dollar** (390 stores), apparel and accessory chain Charlotte Russe (94 stores) and Nashville-based bookseller LifeWay (170 stores).

Some cities including Knoxville, Pittsburgh, Austin and Milwaukee all among the leaders in increased vacancy. Omaha, Greensboro/Winston-Salem and Orlando were among the metros that experienced the biggest declines in retail vacancy in the first quarter of 2019. In many large markets such as Chicago, Houston, Los Angeles, and New York, retail fundamentals will likely worsen in the short run before improving in the long run, according to the report. Larger cities should expect to see some rising vacancies and falling rents as more retailers close or restructure the brick-and-mortar components of their businesses.

The Reis report also found that retail sales during the first quarter of 2019 declined significantly, further hindering landlords' ability to push rents. Some of the sectors that saw the strongest leasing activity over the last 12 to 18 months — food and beverage, building materials and general merchandise — represent the same categories that saw noticeable drops in sales.

However, the data also suggests that dwindling sales during the year's opening period were tied to extraneous factors, mainly weather and the government shutdown, and are not necessarily indicative of a broader economic slowdown. Those retail sectors all experienced year-over-year sales growth, while categories like electronics and furniture saw their annual sales figures decline.

But there is some good news...

Simultaneously, these same markets are seeing new stores open their doors and gamble on concepts that offer a blend of authenticity and originality. All this activity supports the narrative that retail real estate is evolving rather than dying.

The Reis Report noted that over the last five quarters, the U.S. retail market has seen approximately 16 million square feet of new leases executed. Among those deals, grocers and entertainment concepts continue to emerge as clear winners in terms of user profiles.

Among entertainment users, the market has seen a particularly pronounced spike in demand for trampoline-based concepts, such as Urban Air Adventure Park and Sky Zone, according to the report. Fitness concepts, home furnishing stores and discount clothing retailers have also been among the other top categories for leasing volume and velocity over the past 12 to 18 months.

Companies such as **Kohls**, Macy's and Nordstrom's are diversifying inventories, changing services and rearranging floor plans in an attempt to reinvent themselves and create more brick and mortar customer traffic. The latter two have tested popup shops within their stores and are working on other potential draws. Kohl's is flirting with Aldi to possibly create grocery space in at least 300 of its U.S. stores.

Some national retailers that operate out of big boxes, such as **Hobby Lobby**, Five Below and **Ross Dress for Less**, continue to grow their footprints and open new stores. But other big box users that have traditionally anchored malls or regional power centers — Sears, **J.C. Penney** and Toys 'R' Us, for example — continue to find themselves on the losing side of the e-commerce war.

In fact, JCPenney is but one of nine (9) retailers remain on the *Retail Dive* Performance Watch List in addition to other department store operators Stein Mart and Neiman Marcus. Penney's performance improved significantly since the *Retail Dive* report was published, and, by all appearances, our JCPenney seems to be doing quite well.

## Retail Update (Continued)

### Local Highlights

- **Target** plans to take another step in its endeavor to raise all employee wages to \$15 per hour nationwide by 2020. In late March, the giant retailer announced its minimum wage will be \$13 per hour by June 2019. This equates to approximately \$27,040 (gross) annually exclusive of benefits and deductions.
- **Walmart** plans to spend up to \$59 million dollars to upgrade a handful of existing stores throughout the state. Plans include remodeling 11 stores, adding grocery pickup to 31 stores and expanding customer-focused innovations. The stores being remodeled do not include any of the Midwest City locations. Walmart did not disclose the 31 stores adding grocery pickup nor did it list the 12 stores scheduled to receive major technology upgrades.
- **Dick's Sporting Goods** CTO Paul Gaffney is breaking down the silos of software development between the retailer's headquarters and its individual stores. The IT team expects to complete the shift to in-house software for Dick's e-commerce platforms during 2019. The inventory software was deployed in stores in September for associates to have real-time product and inventory data, and alternative solutions for customers. The revamp will allow Dick's to have products online within 30 minutes of a sporting event as opposed to the three to five days it traditionally took. Dick's has gained momentum in its e-commerce push, but a chief obstacle for the retailer is drawing customers to its physical location.
- Signet, the parent company for Jared, Kay Jewelers, Piercing Pagoda, and Zales and others have announced it is closing 150 stores after a dismal fourth quarter in 2018. Midwest City was once in the running for a **Kay Jewelers**, but property owners could not come to terms with the company's demands for tenant improvements. Nevertheless, we expect to see another well-known company opening a jewelry store somewhere in Town Center Plaza within the next six to eight months.
- Some of the small shop space promised at the **Sooner Rose Shopping & Entertainment Center** is now under construction just east of the Burlington store (See Below). Two tenants, Party City and Fuzzy's Taco Shop have already made a commitment for space, which leaves two spaces available.

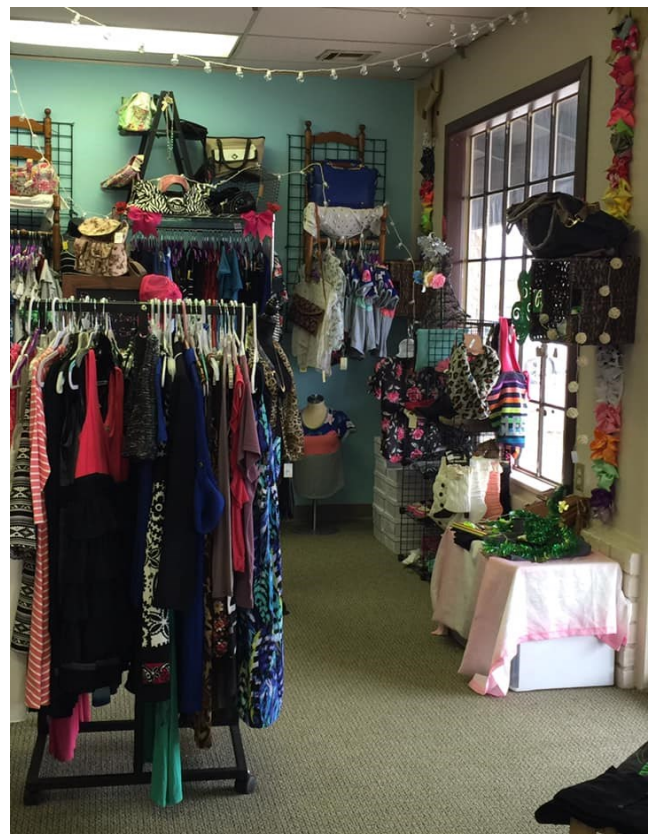


*Sooner Rose Shopping & Entertainment Center*

## Retail Update (continued)



**ABOVE AND RIGHT:** Women's apparel and accessory shop, **Dragonflies & Pixie Dust** recently opened its doors on the northwest side of the Holiday Square Shopping Center, 1100 S Air Depot BL (Shown Below). Owner Holli Montalvo is preparing for a grand opening and ribbon-cutting "very soon."



## Retail Update (continued)



**ABOVE:** The first sign Midwest City could soon become the first location of Ollie's Bargain Outlet in the entire state of Oklahoma! Ollie's, a Pennsylvania-based discount retailer with a 36-year track record for making great deals, already has 318 stores spread over 23 states. Ollie's just opened three stores in Tennessee and is hiring for the new Midwest City location. We expect to see an opening sometime later this month or in early May.

## Office Update

The amount of listed, leasable office space has diminished considerably since our last report. Presently, there are seven listings posted that represent less than 35,000 ft.<sup>2</sup> of leasable office space with a 10,000 ft.<sup>2</sup> area being the largest contiguous space available. Loopnet also shows 9 Midwest City office buildings listed for sale— mostly Class C quality — ranging in sizes from 2356 ft.<sup>2</sup> - 35,688 ft.<sup>2</sup>

We have fielded several inquiries about office space from both public and private sector officials that work in the aerospace industry. This comes as no surprise as Tinker Air Force Base is rumored to be "full" with another 1300 employees slated to be hired for the Pegasus tanker program.





## Industrial Update

Milo's Tea, a family-owned Alabama-based bottler, had been considering locations for a new \$48 million dollar plant as early as September 2016. The development promised to hire as many as 100 employees at average wages in the low \$30,000 range. The new plant's daily water use was projected to be 750,000 gallons, which made it an attractive target for the Soldier Creek Industrial Park ("SCIP").

The Greater Oklahoma City Chamber of Commerce dubbed Milo's site search "Project 20/20," and requests for proposals were announced in October 2016. We submitted SCIP for consideration and offered a land contribution in addition to utility extensions at no cost. Milo's took over a year to respond but finally chose our proposal as a finalist.

Company representatives on May 2, 2018, visited Midwest City to take a look at SCIP and compare our site against others in Dallas, Oklahoma City and Tulsa. In an unusual move, Milo's requested all of the decision makers from the Community Development Department be present. At the meeting, representatives asked numerous questions regarding SCIP's current zoning classification. They also seemed to be concerned about the timeliness of construction document review and the rigidity of building code enforcement. We assured them there would be no problems, but our promises seemed to fall on deaf ears.

We learned on April 2, 2019, Milo's paid \$1.95 million for 19.59 acres (\$2,29 ft.<sup>2</sup>) for an **unincorporated** location in Tulsa County near the intersection of E 76th ST N and N 75th E AV. The recently platted property is situated between US 75 and US 169 Highways near Owasso.

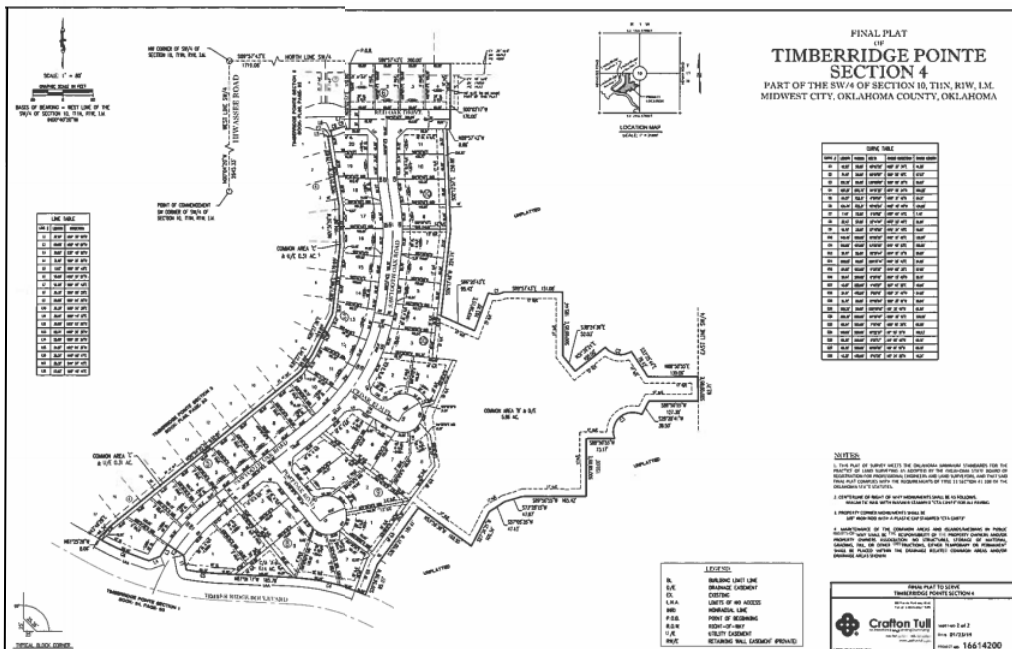
At the time of this report, we were still attempting to ascertain if the Tulsa Regional Chamber of Commerce had committed any incentives on this project.

Milo's represented one of two remaining major potential suitors we had been courting for SCIP. The other, which was highlighted in the Q4 2018 Report, remains in play although it appears the Owner is no where near the point of selected a site and may have expanded his search beyond our region.

## Residential Update

There were a total of 29 new single-family homes permitted in the first three months of this year. The number of starts were slightly off the 35 seen last year at the same time, but still better than 2017's (19). The estimated price average price of the new homes averaged \$159,265; slightly up from the \$159,144 seen last year.

**RIGHT:** The Final Plat of TimberRidge Pointe Section 4 was submitting for consideration in March. This was the first development activity in that addition in over 5 years.



# Midwest City

<b>BUILDING REPORT</b>		<b>Jan-2019</b>
2	INDIVIDUAL RESIDENCES	\$ 235,000.00
	DUPLEXES	
	APARTMENTS REMODEL/NEW	
	CONDOMINIUMS/TOWNHOUSE/APARTMENTS	
	PRIVATE GARAGES	
4	RESIDENTIAL REPAIR & EXPANSION	\$ 48,640.00
12	FENCES	\$ 35,950.00
2	SWIMMING POOLS/HOT TUBS	\$ 145,000.00
1	CARPORTS	\$ 1,883.00
2	PATIO COVER	\$ 1,240.00
	PERSONAL STORAGE UNIT	
3	ACCESSORY BLDG.	\$ 12,700.00
5	STORM SHELTER	\$ 17,580.00
1	DEMOLITION	\$ 14,950.00
19	DRIVE WAY	
	HOUSE RELOCATE ( MOVE IN )	
	HOUSE MOVING ( OUT )	
11	RETAINING WALL	\$ 17,900.00
8	ROOF	\$ 64,500.00
	<b>TOTAL VALUE OF RESIDENTIAL</b>	<b><u>\$595,343.00</u></b>
	<b><u>INDUSTRIAL AND COMMERCIAL:</u></b>	
5	NEW BUSINESS STRUCTURES	\$2,475,000.00
4	BUSINESS STRUCTURES REPAIRED/ EXPANDED	\$ 292,000.00
10	SIGNS	\$ 41,320.00
1	DEMOLITION	\$ 24,210.00
1	TENANT FINISH	\$ 30,000.00
	POOLS	
	CANOPY/COVERED PARKING	
1	FENCE	\$ 35,000.00
	TENTS / SEASONAL BUILDINGS / REVOCABLE	
	DRIVE WAY/ PARKING LOT	
	RETAINING WALL	
1	ROOF	\$ 6,500.00
	<b>TOTAL VALUE OF INDUSTRIAL/ COMMERCIAL BUILDINGS</b>	<b><u>\$2,904,030.00</u></b>
	<b><u>PUBLIC AND SEMI PUBLIC</u></b>	
	NEW SCHOOL STRUCTURES	
1	SCHOOL STRUCTURE REPAIR/ EXPANDED	\$ 3,000,000.00
	SCHOOL STRUCTURE MOVED IN	\$ 45,000.00
	SIGNS	
	NEW CHURCH	
	NEW CHURCHES ( REMODEL EXISTING SPACE)	
	ACCESSORY BLDG.	
	CHURCH GARAGE	
1	CHURCH REPAIR/ EXPANDED	\$ 1,540,000.00
	NEW HOSPITAL STRUCTURE	
	HOSPITAL STRUCTURE REPAIR / EXPANDED	
	CITY PROPERTY REPAIR	
	CITY PROPERTY NEW	
1	DEMOLITIONS	
	DRIVE WAY PARKING LOT	
	ROOF	
	<b>TOTAL VALUE OF PUBLIC AND SEMI-PUBLIC BUILDINGS</b>	<b><u>\$4,585,000.00</u></b>
	<b>GRAND TOTAL VALUE OF BUILDING PERMITS ISSUED</b>	<b><u>\$8,084,373.00</u></b>

**NEW SINGLE RESIDENTIAL BUILDING PERMITS**

Jan-2019

ADDRESS	BUILDER/CONTRACTOR	PERMIT #		VALUE
2100 CHAMPOLI DR	IDEAL HOMES	18	2705	\$95,000.00
804 HALLOW OAK CT	RAUSCH COLEMAN HOMES	18	1290	\$140,000.00

**NEW DUPLEX RESIDENTIAL BUILDING PERMITS**

ADDRESS BUILDER/CONTRACTOR PERMIT # VALUE

**DEMOLITION or MOVE**

ADDRESS	CONTRACTOR	PERMIT #		VALUE
604 COUNTRY LN	MIDWEST WRECKING CO	19	57	\$14,950.00

**REPLACE EXISTING ROOF**

ADDRESS	CONTRACTOR	PERMIT #		VALUE
1112 HOLLY LN	HEINTZELMAN ROOFING(ESCROW)	18	2602	\$4,000.00
11517 SHEFFIELD ST	PARKER BROTHERS (ESCROW)	18	2605	\$8,400.00
127 W LILAC LN	8 HENRY'S CONSTRUCTION	18	2568	\$7,000.00
1300 N WESTMINSTER	SH VAUGHN CONSTRUCTION	18	2680	\$10,000.00
1425 FELIX PL	J & M ROOFING & SUPPLY CO	18	2632	\$5,000.00
2137 TURNER DR	HEINTZELMAN ROOFING(ESCROW)	18	2607	\$6,500.00
2912 SHADYBROOK DR	SH VAUGHN CONSTRUCTION	18	2590	\$10,480.00
307 E KEY BLVD	CANTRELL & COMPANY & ROOFING	18	2657	\$3,300.00
3717 BELLA VISTA	BIZZELL ELIZABETH A	18	2631	\$9,000.00
3717 BELLA VISTA	CANTRELL & COMPANY & ROOFING	18	2631	\$9,000.00
621 E FROLICH DR	HOTELLA CONSTRUCTION	18	2541	\$9,000.00
812 N MIDWEST BLVD	1776 ROOFING LLC	18	2706	\$4,800.00
812 N MIDWEST BLVD	ERNEST, JOSH	18	2706	\$4,800.00
829 GENERAL SENTER DR	BEST CHOICE ROOFING	18	2677	\$5,200.00
9517 E MAIN ST	MCCAIN CLARENCE & K	18	2661	\$22,000.00
9517 E MAIN ST	PARKER BROTHERS (ESCROW)	18	2661	\$22,000.00
100 W ROSE DR	GIBRALTAR CONSTRUCTION	18	2340	\$5,000.00

**BUSINESS CERTIFICATE OF OCCUPANCY/CHANGE OF OWNERSHIP**

Jan-2019

ADDRESS	NAME OF BUSINESS	APPLICANT	PERMIT #	
1100 N DOUGLAS BLVD	FLAWLESS DETAILS ELITE	TONY GANTHER	19	121
1100 S AIR DEPOT BLVD 3	DRAGONFLIES & PIXIEDUST RETAIL	HOLLI MONTALVO	19	87
1285 N AIR DEPOT BLVD	ZERO SOLVENT EXTRACTS PROCESSING GRC	JOSEPH DALESSANDRO	19	18
1401 S MIDWEST BLVD	RETAIL, TV ROOM, COMPUTER AREA	NICHOLAS CAMPBELL	19	171
1701 S AIR DEPOT BLVD 4	FRED'S FARMAROPIA EMPORIUM LTD	BAY WOODS	19	92
2710 GLOBAL PARKWAY D	CENTRAL HEALTH SERVICES (warehouse)	DONNA HARVEY	19	177
409 N DOUGLAS BLVD	Chaos Performance and Transmissions	LOLA BURLEY	19	162
8041 SE 15TH ST	XLT Solution LLC - Disp	SAL ALI	19	39
901 S AIR DEPOT BLVD	PARTY GALAXY	PARTY CITY CORPORATION	19	78

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
11901 E RENO AVE	DOLLAR GENERAL	\$900,000.00	4D CONSTRUCTION	18	2190
5825 SE 15TH ST	SHELL FOR PARTY CITY	\$735,000.00	GOPPOLD, FRANK A JR	18	2414
5835 SE 15TH ST	NEW SHELL	\$280,000.00	GOPPOLD, FRANK A JR	18	2415
5845 SE 15TH ST	SHELL	\$280,000.00	GOPPOLD, FRANK A JR	18	2416
5855 SE 15TH ST	SHELL	\$280,000.00	GOPPOLD, FRANK A JR	18	2418

**REPAIR/ REMODEL/ADD ON**

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
1120 S DOUGLAS BLVD	REMODEL CLINICAL SPACE	\$200,000.00	WONGA CORNER LLC	18	2649
6601 TINKER DIAG	modifying existing tower	\$15,000.00	MUTI, Inc.	18	2662
8041 SE 15TH ST	REMODEL FOR DISP	\$12,000.00	DENHAM JEANNE	18	2460
925 N DOUGLAS BLVD	ADDING WALL	\$65,000.00	REDENIUS, WILLIAM	18	2629
		\$292,000.00			

**TENANT FINISH OR WHITE BOX**

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
2301 S DOUGLAS BLVD 105	1st tenant finish THE GAME LOUNG	\$30,000.00	TC GRISSOM BUILDING CO	19	96

**DEMOLITION**

ADDRESS	DESCRIPTION	VALUE	CONTRACTOR OR OWNER	PERMIT #	
5604 TINKER DIAG	DEMO REST OF STORAGE BLDGS	\$24,210.00	MIDWEST WRECKING CO	19	55

**REPLACE EXISTING ROOF**

ADDRESS	DESCRIPTION	VALUE	CONTRACTOR	PERMIT #	
801 S AIR DEPOT BLVD		\$6,500.00	BURNETT INVESTMENTS	19	159

**SEMI PUBLI BUILDING**

REMODEL/ADD ON

REPAIR/ REMODEL	ADDRESS	DESCRIPTION	CONTRACTOR OR OWNER	EST. COST	PERMIT #	
add-on	1000 S MIDWEST BLV	ADDING ON TO CHURCH	GLOBAL CONSTRUCTION	\$1,540,000.00	18	2499
	213 ELM ST	MWCH PERFORMING ARTS CENTI CMS WILLOWBROOK		\$3,000,000.00	19	147

**PLANNING COMMISSION AND BOARD OF ADJUSTMENT**

**Jan-2019**

**LOCATION / DESCRIPTION OF APPLICATION**

**NAME OF APPLICANT OR OWNER PC# or BA#**

NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. This item was continued from the October 2, 2018 and November 6, 2018 Planning Commission meetings and the October 23, 2018 and November 27, 2018 Council meetings	David Lloyd	PC-1976
SE/4 of Section 12, T-11-N, R-2-W of the Indian Meridian, Oklahoma County, Oklahoma	Lowell & Marcella Nash	MP-13
NE/4 of Section 1, T-11-N, R-2-W, located in the 500 block of St. Paul Avenue	Frank McLendon, MLB Homes	PC-1983

**STORM WATER QUALITY PERMITS**

**Jan-2019**

<b>DATE</b>	<b>LOCATION / DESCRIPTION</b>	<b>NAME OF CONTRACTOR OR OWNER</b>	<b>PERMIT #</b>
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**LAND DISTURBANCE PERMIT**

<b>DATE</b>	<b>LOCATION / DESCRIPTION</b>	<b>NAME OF CONTRACTOR OR OWNER</b>	<b>PERMIT #</b>
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01/23/2019	604 COUNTRY LN	MIDWEST WRECKING CO	19-57
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		Jan-2019
BUILDING INSPECTIONS	CURRENT MONTH	YEAR TO DATE
NUMBER OF BUILDING FINAL INSPECTIONS:	27	27
NUMBER OF BUILDING C/O INSPECTIONS RESIDENTIAL:	14	14
NUMBER OF BUILDING C/O INSPECTIONS COMMERCIAL:	13	13
NUMBER OF MISC BUILDING INSPECTIONS:	14	14
NUMBER OF ENGINEERING SITE INSPECTIONS:	0	0
NUMBER OF STORM SHELTER INSPECTIONS:	1	1
NUMBER OF CITATIONS ISSUED:		
NUMBER OF NOTICE AND ORDERS ISSUED:		
NUMBER OF WARNINGS ISSUED:		
NUMBER OF POSTING/PLACARD:	0	0
NUMBER OF PENALTIES:	72	72
TOTAL NUMBER OF INSPECTIONS: all inspectors	808	808

# Midwest City

<b>BUILDING REPORT</b>		<b>Feb-2019</b>
11	INDIVIDUAL RESIDENCES	\$ 1,911,500.00
	DUPLEXES	
	APARTMENTS REMODEL/NEW	
	CONDOMINIUMS/TOWNHOUSE/APARTMENTS	see 4-2018 report
	PRIVATE GARAGES	
	RESIDENTIAL REPAIR & EXPANSION	
3	FENCES	\$ 9,000.00
	SWIMMING POOLS/HOT TUBS	
2	CARPORTS	\$ 1,500.00
	PATIO COVER	
	PERSONAL STORAGE UNIT	
1	ACCESSORY BLDG.	\$ 6,000.00
5	STORM SHELTER	\$ 11,337.00
2	DEMOLITION	\$ 4,725.00
5	DRIVE WAY	
	HOUSE RELOCATE ( MOVE IN )	
	HOUSE MOVING ( OUT )	
	RETAINING WALL	
8	ROOF	\$ 99,500.00
	<b>TOTAL VALUE OF RESIDENTIAL</b>	<b><u>\$1,944,062.00</u></b>
	<b><u>INDUSTRIAL AND COMMERCIAL:</u></b>	
1	NEW BUSINESS STRUCTURES	\$3,000,000.00
8	BUSINESS STRUCTURES REPAIRED/ EXPANDED	\$ 220,365.00
7	SIGNS	\$ 13,600.00
	DEMOLITION	
1	TENANT FINISH	\$ 25,000.00
	POOLS	
	CANOPY/COVERED PARKING	
	FENCE	
	TENTS / SEASONAL BUILDINGS / REVOCABLE	
	DRIVE WAY/ PARKING LOT	
	RETAINING WALL	
	ROOF	
	<b>TOTAL VALUE OF INDUSTRIAL/ COMMERCIAL BUILDINGS</b>	<b><u>\$3,258,965.00</u></b>
	<b><u>PUBLIC AND SEMI PUBLIC</u></b>	
	NEW SCHOOL STRUCTURES	
	SCHOOL STRUCTURE REPAIR/ EXPANDED	
1	SCHOOL STRUCTURE MOVED IN	\$ 45,000.00
	SIGNS	
	NEW CHURCH	
	NEW CHURCHES ( REMODEL EXISTING SPACE)	
	ACCESSORY BLDG.	
	CHURCH GARAGE	
	CHURCH REPAIR/ EXPANDED	
	NEW HOSPITAL STRUCTURE	
	HOSPITAL STRUCTURE REPAIR / EXPANDED	
	CITY PROPERTY REPAIR	
	CITY PROPERTY NEW	
	DEMOLITIONS	
	DRIVE WAY PARKING LOT	
	ROOF	
	<b>TOTAL VALUE OF PUBLIC AND SEMI-PUBLIC BUILDINGS</b>	<b><u>\$45,000.00</u></b>
	<b>GRAND TOTAL VALUE OF BUILDING PERMITS ISSUED</b>	<b><u>\$5,248,027.00</u></b>

**NEW SINGLE RESIDENTIAL BUILDING PERMITS**

Feb-2019

ADDRESS	BUILDER/CONTRACTOR	PERMIT #		VALUE
10309 SE 25TH ST	HOME CREATIONS INC	19	47	\$151,500.00
10312 SE 25TH ST	HOME CREATIONS INC	19	48	\$150,500.00
10358 ST PATRICK DR	KAM HOMES	19	191	\$130,000.00
2579 SHADY HOLLOW	DK HOMES	19	113	\$250,000.00
2583 SHADY HOLLOW	DK HOMES	19	114	\$250,000.00
2612 SNAPPER LN	HOME CREATIONS INC	19	226	\$115,500.00
3701 SUNVALLEY DR	Emmitt Wisby & Son LLC	19	82	\$218,000.00
400 S LAWSON AVE	ARCHIE HUSTON HOMES	19	134	\$176,000.00
805 HALLOW OAK CT	RAUSCH COLEMAN HOMES	19	160	\$140,000.00
908 S WESTMINSTER	SWM AND SONS	19	90	\$190,000.00
922 KARLEE CT	RAUSCH COLEMAN HOMES	19	230	\$140,000.00

**NEW DUPLEX RESIDENTIAL BUILDING PERMITS**

ADDRESS BUILDER/CONTRACTOR PERMIT # VALUE

**DEMOLITION or MOVE**

ADDRESS	CONTRACTOR	PERMIT #		VALUE
11209 THAYER ST	M & M WRECKING	19	122	
1409 SANDRA DR	MIDWEST WRECKING	19	189	\$4,725.00

**REPLACE EXISTING ROOF**

ADDRESS	CONTRACTOR	PERMIT #		VALUE
10717 NE 7TH ST	SH VAUGHN CONSTRUCTION	19	334	\$20,000.00
1105 LIVE OAK DR	OKLAHOMA ROOFING AND CONSTRUCT	19	266	\$15,000.00
12363 ELIZABETH DR	CANTRELL & COMPANY & ROOFING	19	403	\$10,500.00
1820 MICHELL DR	STARK'S INSTALLATIONS	19	268	\$7,000.00
387 WINDSOR RD	CANTRELL & COMPANY & ROOFING	19	323	\$8,000.00
500 DRAPER DR	SCOTT OWNES ROOFING	19	287	\$4,000.00
729 FAIRLANE DR	OKLAHOMA ROOFING AND CONSTRUCT	19	264	\$20,000.00
8801 NE 2ND ST	OKLAHOMA ROOFING AND CONSTRUCT	19	265	\$15,000.00

**BUSINESS CERTIFICATE OF OCCUPANCY/CHANGE OF OWNERSHIP**

Feb-2019

ADDRESS	NAME OF BUSINESS	APPLICANT	PERMIT #	
1017 S AIR DEPOT BLVD B	BOOST MOBILE QUALITY COMMUNICATIONS	SCOTT MONTGOMERY	19	275
1932 S AIR DEPOT BLVD	IMAGE 360	MICHAEL HUGHS	19	225
2236 S AIR DEPOT BLVD	Mr. Clean's Detail Shop	RICHARD POWELL	19	196
6569 SE 29TH ST	JOE COOPER'S EASY AUTO CREDIT	COOPER MWC INVESTMENTS	19	222
7055 E RENO AVE	NEW CHINA	HUI ZHONG	19	405
709 S AIR DEPOT BLVD D	TEQUILA DAISY HAIR LOUNGE STE C & D	KRISTA GRAVES	19	277
7128 E RENO AVE C	URBAN PINEAPPLE	SHANE MIRANDA	19	271
7510 SE 15TH ST	Discovery Health and Wellness medical marijuana	PRESTON CAPRON	19	335
9834 NE 23RD ST	HERBAL PHOENIX, LLC	CHRISTY CAIN	19	292



**INDUSTRIAL & COMMERCIAL BUILDINGS NEW**

Feb-2019

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #
6235 SE 15TH ST	ALLISON'S / ANDY'S ALTITUDE	\$3,000,000.00	FITZGERALD + ASSOCIATES ARCHIT	18 773

**REPAIR/ REMODEL/ADD ON**

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #
1285 N AIR DEPOT BLVD	REMEDIATION MARIJUANA PROCESSING	\$10,000.00		19 144
2301 S DOUGLAS BLVD 115	WHITE BOX ONLY	\$22,065.00	TC GRISSOM BUILDING CO	19 279
6222 SE 15TH ST	ADDING WALLS	\$1,300.00		19 133
7452 E RENO AVE	WHITE BOX	\$15,000.00	MEBS DEVELOPMENT CO, LLC	18 2611
7454 E RENO AVE	REMODEL FOR A RESTAURANT	\$35,000.00	MEBS DEVELOPMENT CO, LLC	18 2606
7458 E RENO AVE	Remodel for tattoo shop	\$22,000.00	MEBS DEVELOPMENT CO, LLC	19 244
8129 E RENO AVE	REMODEL CELL TOWER	\$15,000.00	AT&T MOBILITY	19 176
9230 E RENO AVE	MEDICAL OFFICE	\$100,000.00	MILLER-TIPPENS CONSTRUCTION	18 2678

**TENANT FINISH OR WHITE BOX**

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #
2601 S DOUGLAS BLVD 150	1ST TENANT FINISH	\$25,000.00	AZTEC BUILD SOLUTIONS	19 382

**SEMI PUBLI BUILDING**

REMODEL/ADD ON

REPAIR/

REMODEL

ADDRESS	DESCRIPTION	CONTRACTOR OR OWNER	EST. COST	PERMIT #
move in 7400 E RENO AVE	1400 SQ FT BLDG from Kerr		\$45,000.00	18 2674

**STORM WATER QUALITY PERMITS**

Feb-2019

DATE	LOCATION / DESCRIPTION	NAME OF CONTRACTOR OR OWNER	PERMIT #
2/14/2019	512 N DOUGLAS BLVD	THE ESTATES OF MWC	18-752
2/27/2019	7551 E RENO AVE	CESAR SEGOVIA / McDonalds	18-882
02/04/2019	2515 S POST RD	CMS WILLOWBROOK	18-2435
02/04/2019	701 E LOCKHEED DR	CMS WILLOWBROOK	18-2313
02/04/2019	7498 E RENO AVE	CMS WILLOWBROOK	18-2471

**LAND DISTURBANCE PERMIT**

DATE	LOCATION / DESCRIPTION	NAME OF CONTRACTOR OR OWNER	PERMIT #
2/14/2019	512 N DOUGLAS BLVD	THE ESTATES OF MWC	18-752
2/27/2019	7551 E RENO AVE	CESAR SEGOVIA / McDonalds	18-882
2/28/2019	11209 THAYER ST	M & M WRECKING	19-122
2/28/2019	1409 SANDRA DR	MIDWEST WRECKING	19-189
2/4/2019	701 E LOCKHEED DR	CMS WILLOWBROOK	18-2313

**STORM WATER QUALITY PERMITS**

Feb-2019

<b>DATE</b>	<b>LOCATION / DESCRIPTION</b>	<b>NAME OF CONTRACTOR OR OWNER</b>	<b>PERMIT #</b>
2/14/2019	512 N DOUGLAS BLVD	THE ESTATES OF MWC	18-752
2/27/2019	7551 E RENO AVE	CESAR SEGOVIA / McDonalds	18-882
02/04/2019	2515 S POST RD	CMS WILLOWBROOK	18-2435
02/04/2019	701 E LOCKHEED DR	CMS WILLOWBROOK	18-2313
02/04/2019	7498 E RENO AVE	CMS WILLOWBROOK	18-2471

**LAND DISTURBANCE PERMIT**

<b>DATE</b>	<b>LOCATION / DESCRIPTION</b>	<b>NAME OF CONTRACTOR OR OWNER</b>	<b>PERMIT #</b>
2/14/2019	512 N DOUGLAS BLVD	THE ESTATES OF MWC	18-752
2/27/2019	7551 E RENO AVE	CESAR SEGOVIA / McDonalds	18-882
2/28/2019	11209 THAYER ST	M & M WRECKING	19-122
2/28/2019	1409 SANDRA DR	MIDWEST WRECKING	19-189
2/4/2019	701 E LOCKHEED DR	CMS WILLOWBROOK	18-2313

# Midwest City

<b>BUILDING REPORT</b>		<b>Mar-2019</b>
16	INDIVIDUAL RESIDENCES	\$ 2,472,200.00
	DUPLEXES	
	APARTMENTS REMODEL/NEW	
	CONDOMINIUMS/TOWNHOUSE/APARTMENTS	
	PRIVATE GARAGES	
3	RESIDENTIAL REPAIR & EXPANSION	\$ 11,528.00
23	FENCES	\$ 47,400.00
	SWIMMING POOLS/HOT TUBS	
	CARPORTS	
	PATIO COVER	
	PERSONAL STORAGE UNIT	
11	ACCESSORY BLDG.	\$ 132,126.00
12	STORM SHELTER	\$ 36,440.00
1	DEMOLITION	
12	DRIVE WAY	
	HOUSE RELOCATE ( MOVE IN )	
	HOUSE MOVING ( OUT )	
1	RETAINING WALL	\$ 65,000.00
11	ROOF	\$ 91,559.00
	<b>TOTAL VALUE OF RESIDENTIAL</b>	<b><u>\$2,856,253.00</u></b>
	<b><u>INDUSTRIAL AND COMMERCIAL:</u></b>	
2	NEW BUSINESS STRUCTURES	\$ 1,600,000.00
3	BUSINESS STRUCTURES REPAIRED/ EXPANDED	\$ 6,300.00
15	SIGNS	\$ 123,369.00
1	DEMOLITION	
2	TENANT FINISH	\$ 263,500.00
	POOLS	
	CANOPY/COVERED PARKING	
	FENCE	
2	TENTS / SEASONAL BUILDINGS / REVOCABLE	
2	DRIVE WAY/ PARKING LOT	
1	RETAINING WALL	\$ 45,000.00
	ROOF	
	<b>TOTAL VALUE OF INDUSTRIAL/ COMMERCIAL BUILDINGS</b>	<b><u>\$2,038,169.00</u></b>
	<b><u>PUBLIC AND SEMI PUBLIC</u></b>	
	NEW SCHOOL STRUCTURES	
	SCHOOL STRUCTURE REPAIR/ EXPANDED	
	SCHOOL STRUCTURE MOVED IN	
	SIGNS	
	NEW CHURCH	
	NEW CHURCHES ( REMODEL EXISTING SPACE)	
	ACCESSORY BLDG.	
	CHURCH GARAGE	
	CHURCH REPAIR/ EXPANDED	
	NEW HOSPITAL STRUCTURE	
	HOSPITAL STRUCTURE REPAIR / EXPANDED	
	CITY PROPERTY REPAIR	
	CITY PROPERTY NEW	
	DEMOLITIONS	
	DRIVE WAY PARKING LOT	
	ROOF	
	<b>TOTAL VALUE OF PUBLIC AND SEMI-PUBLIC BUILDINGS</b>	<b><u>\$0.00</u></b>
	<b>GRAND TOTAL VALUE OF BUILDING PERMITS ISSUED</b>	<b><u>\$4,894,422.00</u></b>

**NEW SINGLE RESIDENTIAL BUILDING PERMITS**

Mar-2019

ADDRESS	BUILDER/CONTRACTOR	PERMIT #	VALUE
10304 SE 25TH ST	HOME CREATIONS INC	19 392	\$113,500.00
10308 SE 25TH ST	HOME CREATIONS INC	19 391	\$134,500.00
11209 THAYER ST	SWM AND SONS	19 216	\$255,600.00
12613 SE 16TH CT	IDEAL HOMES	19 302	\$90,000.00
1608 SANDRA DR	OMEGA INVESTMENTS LLC	19 361	\$90,000.00
2204 AVERY AVE	SWM AND SONS	19 471	\$256,800.00
2208 AVERY AVE	SWM AND SONS	19 454	\$208,800.00
332 N CEDAR DR	TIMBER RIDGE CUSTOM HOMES	19 281	\$250,000.00
903 KARLEE CT	RAUSCH COLEMAN HOMES	19 476	\$140,000.00
904 KLARE LN	RAUSCH COLEMAN HOMES	19 506	\$140,000.00
909 N PINE ST	LACEY FREDDIE H & C VONNELL	19 494	\$93,000.00
910 KARLEE CT	RAUSCH COLEMAN HOMES	19 477	\$140,000.00
914 KARLEE CT	RAUSCH COLEMAN HOMES	19 508	\$140,000.00
933 KLARE LN	RAUSCH COLEMAN HOMES	19 386	\$140,000.00
943 KARLEE CT	RAUSCH COLEMAN HOMES	19 430	\$140,000.00
951 KARLEE CT	RAUSCH COLEMAN HOMES	19 553	\$140,000.00

**NEW DUPLEX RESIDENTIAL BUILDING PERMITS**

ADDRESS BUILDER/CONTRACTOR PERMIT # VALUE

**DEMOLITION or MOVE**

ADDRESS	CONTRACTOR	PERMIT #	VALUE
10325 LE JEAN	GARRETT MAPLE HOMES	19 252	

**REPLACE EXISTING ROOF**

ADDRESS	CONTRACTOR	PERMIT #	VALUE
109 E MYRTLE DR	H2O TECH INC	19 576	\$3,500.00
204 BLOSSOM DR	ALTRU ROOFING	19 480	\$10,000.00
204 BLOSSOM DR	MOSS MARK E & ROSALIND D	19 480	\$10,000.00
2109 TURNER DR	PARKER BROTHERS (ESCROW)	19 599	\$9,000.00
3021 ROBIN RD	SUPERIOR EXTERIOR LLC	19 452	\$19,000.00
306 E JACOBS DR	TRINITY RESTORATION & CONSTRUC	19 267	\$0.00
366 CANTERBURY RD	CANTRELL & COMPANY & ROOFING	19 439	\$9,000.00
600 BRADLEY CIR	MYERS ROOFING	19 541	\$6,000.00
9420 LYRIC LN	VAN DE STEEG & ASSOCIATES	19 564	\$10,000.00
945 BROWN DR	PARKER BROTHERS (ESCROW)	19 545	\$6,000.00
9704 NE 4TH ST	ELLIOTT ROOFING	19 527	\$9,059.00

**BUSINESS CERTIFICATE OF OCCUPANCY/CHANGE OF OWNERSHIP**

**Mar-2019**

ADDRESS	NAME OF BUSINESS	APPLICANT	PERMIT #	
1028 N DOUGLAS BLVD	FANCY TAILS PET GROOMING	ASHLEDA LYLE DANA RENTZ	19	460
1044 N DOUGLAS BLVD	NINA'S CONEY SHACK	EUGENIA TROWELL	19	520
1120 S AIR DEPOT BLVD 10	GREEN PLUS, HAPPY GOOD FELLOWS	LADONNA PROCTOR	19	522
1405 S DOUGLAS BLVD B	BELTONE HEARING AID CENTER	BRAD MCMILLIN	19	548
1440 S AIR DEPOT BLVD	TACO BUENO #3048	ROBERT SANDERS	19	472
201 S POST RD	J & A PLUMBING.... STORAGE ONLY	JEFFREY NICOLL	19	514
351 N AIR DEPOT BLVD D	POT OF GOLD DISPENSARY	KIMBERLY BRYAN, LISSA JAC	19	585
6000 SE 15TH ST	KO MART / HAWAIIAN BBQ	HEE OK KIM	19	463
6308 E RENO AVE	FIREHOUSE FARMS/ THE GREEN HOUSE REMIE	GRAIL D PENDARVIS	19	458
6525 E RENO AVE	THUNDER BURGER	AHMAD BHRWEINI	19	482
7101 E RENO AVE A B	MAGICAL FORREST MARIJUANA DISP	JACOB J WASHINGTON III	19	425
9215 NE 10TH ST	THE CAVE	EL & CARI LAGRINI	19	606
9903 SE 15TH ST E	405 GAS STATION 1	MCNEELY, NORMAN	19	486

**INDUSTRIAL & COMMERCIAL BUILDINGS NEW**

**Mar-2019**

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
2740 GLOBAL PARKWAY	NEW COMM	\$500,000.00	GARRETT MAPLE HOMES	19	258
8900 SE 15TH ST	MEDICAL OFFICE	\$1,100,000.00	SAM GRESHAM ARCHITECT	19	199

**REPAIR/ REMODEL/ADD ON**

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
709 S AIR DEPOT BLVD D	ADDING WALLS	\$2,000.00	KRISTA GRAVES	19	278
7128 E RENO AVE C	ADDING WALLS	\$800.00	URBAN PINEAPPLE	19	273
9903 SE 15TH ST E	NEW WALL	\$3,500.00	SHAWN NORMAN	19	344

**TENANT FINISH OR WHITE BOX**

ADDRESS	DESCRIPTION	EST. COST	CONTRACTOR OR OWNER	PERMIT #	
2601 S DOUGLAS BLVD 170	MEDICAL DISPENSARY	\$13,500.00	JDF GRACE CONST INC	19	443
5835 SE 15TH ST	FUZZYS TACO	\$250,000.00	SHELLBACK GENERAL CONTRACTING	19	547

**DEMOLITION**

ADDRESS	VALUE	PERMIT #
6001 SE 15TH ST	PARTIAL DEMO	19 512

LOCATION / DESCRIPTION OF APPLICATION	NAME OF APPLICANT OR OWNER	PC# or BA#
NW/4 of Section 9, T-11-N, R-1-W, of the Indian Meridian, Midwest City, OK	Jason Emmett, Cedar Creek Engineering	PC-1984
SW/4 of Section 10, T11N, R1W	Kyle Copeland, Packing House Investments, LLC	PC-1985
SE/4 of Section 29, T-12-N, R-2-W, located at 1101 N. Sooner Rd	MWC Community Development	PC-1987

**TOTAL RESIDENTIAL PERMITS 2017**

<b><u>MONTH</u></b>	<b><u>NO</u></b>	<b><u>ESTIMATED COST</u></b>
JANUARY	7	\$ 780,000.00
FEBRUARY	7	\$ 868,900.00
MARCH	5	\$ 1,690,824.00
APRIL	5	\$ 534,000.00
MAY	13	\$ 1,577,800.00
JUNE	13	\$ 1,881,760.00
JULY	19	\$ 2,909,000.00
AUGUST	11	\$ 1,322,000.00
SEPTEMBER	8	\$ 970,000.00
OCTOBER	12	\$ 1,580,000.00
NOVEMBER	12	\$ 2,176,000.00
DECEMBER	10	\$ 1,656,000.00
<b>TOTAL</b>	<b>122</b>	<b>\$ 17,946,284.00</b>

**TOTAL RESIDENTIAL PERMITS 2018**

<b><u>MONTH</u></b>	<b><u>NO</u></b>	<b><u>ESTIMATED COST</u></b>
JANUARY	7	\$ 1,477,000.00
FEBRUARY	5	\$ 652,000.00
MARCH	23	\$3,441,025.00
APRIL	26	\$ 1,909,858.00
MAY	32	\$ 3,858,300.00
JUNE	30	\$ 4,186,100.00
JULY	7	\$ 709,400.00
AUGUST	12	\$ 1,847,800.00
SEPTEMBER	16	\$ 2,785,440.00
OCTOBER	8	\$ 1,018,500.00
NOVEMBER	10	\$ 1,200,000.00
DECEMBER	19	\$ 3,328,100.00
<b>TOTAL</b>	<b>195</b>	<b>\$ 26,413,523.00</b>

14 RESD \$1,851,250.00  
11- 6 PLEX W/ Common \$58,608.00

**TOTAL RESIDENTIAL PERMITS 2019**

<b><u>MONTH</u></b>	<b><u>NO</u></b>	<b><u>ESTIMATED COST</u></b>
JANUARY	2	\$ 235,000.00
FEBRUARY	11	\$ 1,911,500.00
MARCH	16	\$ 2,472,200.00
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		

**TOTAL COMMERCIAL PERMIT-2017 NEW/ADD ON/TF**

MONTH	NO	ESTIMATED COST
JANUARY	1	\$ 1,678,000.00
FEBRUARY	2	\$ 78,000.00
MARCH	2	\$ 625,000.00
APRIL	1	\$ 240,000.00
APRIL	-	-
MAY	2	\$ 204,831.00
JUNE	1	\$ 35,000.00
JULY	1	\$ 400,000.00
AUGUST	0	\$ -
SEPTEMBER	0	\$ -
OCTOBER	1	\$ 250,000.00 NEW
OCTOBER	2	\$ 175,000.00 TF
NOVEMBER	3	\$ 996,550.00 NEW/TR/WB
DECEMBER	2	\$ 300,000.00
<b>TOTAL</b>	<b>18</b>	<b>\$ 4,982,381.00</b>

**TOTAL COMMERCIAL PERMIT-2017 REMODEL/REPAIR**

MONTH	NO	ESTIMATED COST
JANUARY	3	\$ 37,500.00
FEBRUARY	6	\$ 240,400.00
MARCH	2	\$ 385,000.00
APRIL	5	\$ 1,970,000.00 schools
APRIL	2	\$ 70,850.00 remod/add
MAY	4	\$ 59,400.00
JUNE	3	\$ 67,000.00 remod
JULY	5	\$ 291,000.00 remod
AUGUST	3	\$ 848,000.00 REMOD
SEPTEMBER	6	\$ 310,800.00 REMOD
OCTOBER	6	\$ 700,000.00 REMOD
OCTOBER	0	\$ -
NOVEMBER	2	\$ 10,400.00 REMOD
DECEMBER	5	\$ 85,000.00
<b>TOTAL</b>	<b>52</b>	<b>\$ 5,075,350.00</b>

**TOTAL COMMERCIAL PERMIT-2018 NEW/ADD ON/TF**

MONTH	NO	ESTIMATED COST
JANUARY	3	\$ 4,210,600.00
FEBRUARY	3	\$ 21,170,300.00
MARCH	1	\$ 35,000.00
APRIL	2	\$ 115,000.00
MAY	1	\$ 475,000.00
JUNE	0	\$ -
JULY	2	\$ 2,500,000.00
AUGUST	1	\$ 1,699,000.00
SEPTEMBER	6	\$ 4,075,000.00
OCTOBER	0	comm
OCTOBER	5	\$ 18,775,000.00 school
NOVEMBER	3	\$ 682,500.00 COMM
NOVEMBER		\$ 11,615,772.00 SCHOOL
DECEMBER	0	
DECEMBER	0	
<b>TOTAL</b>	<b>27</b>	<b>\$ 65,353,172.00</b>

**TOTAL COMMERCIAL PERMIT-2018 REMODEL/REPAIR**

MONTH	NO	ESTIMATED COST
JANUARY	1	\$ 180,000.00
FEBRUARY	3	\$ 230,000.00
MARCH	7	\$ 422,200.00
APRIL	3	\$ 618,391.00
MAY	2	\$ 49,615.00
JUNE	5	\$ 196,500.00
JULY	5	\$ 1,042,452.00
AUGUST	5	\$ 267,000.00
SEPTEMBER	4	\$ 151,200.00
OCTOBER	6	\$ 481,000.00 comm
OCTOBER	2	\$ 820,000.00 school
NOVEMBER	4	\$ 123,382.00 COMM
NOVEMBER	3	\$ 746,455.00 SCHOOL
DECEMBER	2	\$ 6,800.00 COMM
DECEMBER	1	\$ 40,000.00 SCHOOL
<b>TOTAL</b>	<b>53</b>	<b>\$ 5,374,995.00</b>

**TOTAL COMMERCIAL PERMIT-2019 NEW/ADD ON/TF**

MONTH	NO	ESTIMATED COST
JANUARY	6	\$ 2,505,000.00 Comm
JANUARY	1	\$ 1,540,000.00 Church
FEBRUARY	2	\$ 3,025,000.00
FEBRUARY	0	
MARCH	4	\$ 1,863,500.00
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		

**TOTAL COMMERCIAL PERMIT-2019 REMODEL/REPAIR**

MONTH	NO	ESTIMATED COST
JANUARY	4	\$292,000.00 Comm
JANUARY	1	\$3,000,000.00 School
FEBRUARY	8	\$22,365.00
FEBRUARY	1	\$45,000.00 SCHOOL
MARCH	3	\$6,300.00
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		





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MEMORANDUM

TO: Honorable Chairman and Commissioners  
Midwest City Economic Development Commission

FROM: J. Guy Henson, City Manager

DATE: April 23, 2019

SUBJECT: Discussion of the Convention and Visitors Bureau Quarterly Activity Report for the period ending March 31, 2019. No action is necessary; this item is presented for informational and discussion purposes only.

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The Convention and Visitors Bureau has provided the attached report.

J. Guy Henson, AICP  
City Manager



**Convention & Visitors Bureau Activities: January, February, March 2019**

The mission of the Convention & Visitors Bureau is to stimulate Midwest City's economic vitality through tourism by positioning and selling the community in partnership with public and private sectors as a premier destination for conventions, tradeshows, corporate meetings, group tours, and individual leisure travel. The CVB offers assistance with site tours and acquiring bids at our hospitality venues and information on special events, dining, catering, entertainment and local attractions.

In pursuit of its mission, the CVB generates increased visitor spending for the overall business community through creative marketing programs, attractive incentive packages, and special events.

- **Group Business** – The CVB is currently working with a number of groups booked at the Sheraton Midwest City Hotel at the Reed Conference Center. Please note: The CVB does not work with every group booked at the center. The CVB works with groups who seek the CVB's support in a convention services capacity that exceeds reasonable expectations of the conference center staff. This includes; but not limited to, conference planning, welcome bags, exhibitor participation, conference sponsorship, assistance with registration, name tags, welcome speeches, proclamations, transportation to off property events. The CVB welcomes opportunities in grooming accounts, secure repeat bookings, and to offer groups special attention they do not get in other cities. Current bookings, status and value amounts as of March 28, 2019:

**8 - Definite Bookings - \$ 389,250**

**3 - Tentative Bookings - \$ 126,000**

**6 - Prospect Bookings - \$ 218,000**

**Total: \$ 733,250**

*(\* The CVB has a detailed breakdown of group business upon request. It lists group names, dates and meeting planner names. Due to the nature of the industry, this list is NOT for public posting.)*

**Preparing for a very busy 2019 Spring & Summer with Special Events and Group Business**

**Covered in Color** – Sidewalk Chalk competition and Art Festival Saturday, April 13th

**MIO Festival** – New Friday Night Concert May 10 & 11

**2019 Star Spangled Salute Air Show** – June 1 & 2 (Navy Blue Angels)

\* Friday, May 31st – Aviators Reception at the Nick Harroz Community Center (VIP event)

**PEO** (Women's Philanthropic, Educational Organization) HUGE group Friday, May 31st, June 1 & 2 (busy weekend with airshow) \*Rooms at Sheraton, Hampton Inn and Holiday Inn Express

**The Buick Club of America 2019 National Meet** – June 12-16 – BIG Car show on Saturday, June 15

\* Hudiburg Buick/ Auto Group has confirmed to be presenting sponsor

- **CVB Marketing Campaigns**

- **Digital**

- **E- newsletter** – Total E-newsletter monthly distribution is over 2500 constant contacts. Each month email addresses from the OTRD monthly report are added.
- **Website** – [www.visitmidwestcity.com](http://www.visitmidwestcity.com) Online request form for visitors guide directly to CVB. Tourism video is a huge hit.
- **Social Media – Facebook & Twitter-** posts are made on a regular basis on all social media resources. Some weeks with heavy events or activities multiple posts are made daily.
- **Cross promote** – Rose State College activities, Hudiburg Chevrolet Center shows & events, Parks & Recreation Activities & Special Events, Shopping, dining and Hotels

- **Print**

- The CVB, in partnership with the Parks & Recreation Department have recently taken advantage of several special events cross promotion marketing opportunities. We have had a greater presence in the **Midwest City Beacon**, Choctaw/ Harrah Times & Mustang Times as of late. We have fostered a relationship with MWC Beacon Sales whereas we are a first call for special advertising rates.
- **Journal Record Bundle** The significantly discounted rates provide a broad scope of advertising opportunities that span multi-departments. The CVB and the Parks & Recreation special events teams benefit most by creatively working together to further maximize our reach by collaborating on all marketing efforts. The discounted package provides an opportunity to feature Midwest City from an economic development perspective in the Location Oklahoma sight selection magazine.  
The package includes premier placement advertisements in the following publications:
  - Meeting Planner Guide
  - Living in Oklahoma Guide
  - Location Oklahoma – Oklahoma’s site Selection Guide (Econ Develop)
  - Tinker Take Off – Six (6) Full page co-op opportunities as well as 11 half (1/2) page ads in the Tinker Take Off Newspaper
  - Online Weblinks
  - Base Directory and Map presence
- **FCMA Frontier Country Marketing Assn** – Member, annual travel guide and participates in networking marketing events.
- **OTRD – Oklahoma Tourism & recreation Department** MWC advertisement in State Travel Guide, Visitors Guide distribution at all state Welcome Centers and online request.
- **OSAE – Oklahoma Society of Association Executives** – Member and Sponsor (joint sponsorship with the Sheraton Hotel), ad quarterly meeting planner magazine. The CVB and Sheraton joint hosted an exhibit booth at the July Conference tradeshow hosted in Norman. OSAE is the state’s premier organization for meeting planner networking and showcasing meeting facilities and hotels.
- **OTIA- Oklahoma Travel Industry Association-** Member & Sponsor. The CVB exhibited at this event in May.

- **Cross Promotion & Marketing-** The CVB continues to work close with the Parks & Recreation Dept., the Public Information Office, Rose State College/Hudiburg Chevrolet Center and the Chamber of Commerce to ensure the overall brand message & public impression of Midwest City is conveyed as the ideal place work, shop, live, educate and visit. Although the CVB promotes all the aspects of Midwest City; the focus of the CVB is to market, promote position and sell the tourism amenities featured in Midwest City.
  
- **Special Events** – The CVB continues to serve as a marketing partner for Midwest City special events. All available resources are utilized to promote all Midwest City special events.

Submitted By: Susan MacQuarrie, March 28, 2019



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MEMORANDUM

TO: Honorable Chairman and Commissioners  
Midwest City Economic Development Commission

FROM: J. Guy Henson, City Manager

DATE: April 23, 2019

SUBJECT: Discussion of the Chamber of Commerce Quarterly Activity Report for the period ending March 31, 2019. No action is necessary; this item is presented for informational and discussion purposes only.

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The Midwest City Chamber of Commerce has provided the attached report.

J. Guy Henson, AICP  
City Manager

**Midwest City Chamber of Commerce  
Quarterly Report  
March 27, 2019**

The following is a quarterly report of the Midwest City Chamber of Commerce staff's economic development activities for the quarter ending March 27, 2019.

**Meetings and Events:**

Wednesday, January 9, 2019: Chamber Staff met with Dejuana Howie, Project Manager for Tinker and the Primes 2019.

Wednesday, January 16, 2019: Chamber Director attended the Quarterly Economic Development Commission meeting at City Hall.

Wednesday, January 30, 2019, Chamber President Christine Martin and Chamber Director met with Thomas Lewis, Field Representative for Congressmen Tom Cole, for an update on Chamber and City programs.

Thursday, January 31, 2019: Chamber President and Director attended Cox Communications meeting regarding Gigabyte Service.

Thursday, January 31, 2019: TAP 2019 Project Manager and Chamber Director met with Dr. Jeanie Webb, RSC, regarding TAP 2019 Partnership contract.

Monday, February 4, 2019: Chamber Executive Board representatives met at the Chamber with Vince Howie, Oklahoma Department of Commerce, retired Lt. General Don Wetekam, regarding "ACES." program, Aerospace Commerce Economic Services.

Friday, February 8, 2019: Chamber Staff met with the new OG& E Community Relations representative.

Wednesday, February 13, 2019: Chamber Director, met with Dr. Jeanie Webb, and Tamara Pratt, RSC, regarding 2019 Tap 2019.

Tuesday, February 19, 2019: Chamber Director attended the State of the City Breakfast.

Thursday, February 21, 2019: Chamber staff attended Andy's Altitude 1291 groundbreaking.

Monday, February 25, 2019: Chamber Staff met with Tamara Pratt, RSC, and Dejuana Howie, TAP Project Manager regarding 2019 TAP.

Tuesday, February 26, 2019: Chamber Director and Dejuana Howie met at TAFB with Brig. General Chris Hill, Colonel Kenyon Bell, and AFSC Executive Director Kevin Stamey regarding 2019 TAP Agenda.

Friday, March 1, 2019: Chamber Director, met with EDC Director regarding possible city prospects.

Wednesday, March 6, 2019: Chamber staff met with Dejuana Howie, 2019 TAP Project Manager, and TAFB "SASPO", Strategic Alternate Sourcing Program Office.

Friday, March 15, 2019: Chamber staff hosted Lt. General Kirkland at the State of the Air Force Sustainment Center Luncheon at the Reed Center.

Tuesday, March 19, 2019: Chamber Director and Administrative Assistant, on behalf of 2019 TAP, attended the Aerospace Advocacy day at the Capitol.

Tuesday, March 19, 2019: Chamber Director and TAP Project Manager Dejuana Howie, met at TAFB with Brig. General Chris Hill, and AFSC Executive Director Kevin Stamey, regarding the 2019 Tap Agenda.

The 2019 TAP Conference, August 13-15, has commitments from 35 exhibitors and has 2 VIP Sponsorships to date.

Chamber Staff is working to secure a new location for the I-40 East billboard and is securing advertisers.

Chamber staff continues to provide information, referrals, and support for the continued efforts of economic development.

Respectfully,

Bonnie Cheatwood  
Executive Director  
Midwest City Chamber of Commerce



**City Manager**

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To: Honorable Chairman and Commissioners  
Economic Development Commission

From: J. Guy Henson, City Manager

Date: April 23, 2019

Subject: Discussion and consideration of 1) re-appointing Mr. Wade Moore as one of the Council's appointments and 2) appointing Mrs. Lisa Newport to the Commission, replacing Mr. Ed Miller, as the Council's second appointment both for three-year terms ending April 13, 2021.

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On January 27, 2015 the Economic Development Commission established the Economic Development Advisory Committee setting a three-year term limit with the following members:

- Two appointments by the City Council (Currently, Wade Moore 1<sup>st</sup> term ending April 14<sup>th</sup> and Ed Miller 2<sup>nd</sup> term ending April 14<sup>th</sup>)
- The Mid-Del School Superintendent
- The Rose State College President
- The Midwest City Mayor
- The Midwest City City Manager
- One appointment by the Midwest City Chamber of Commerce (voting member is currently Stacy Willard)
- The Midwest City Chamber of Commerce Executive Director (non-voting)

Action on this item is at the Commission's discretion.

J. GUY HENSON  
City Manager





NEW BUSINESS/  
PUBLIC DISCUSSION

