

# MIDWEST CITY

*Where the Spirit Flies High*

MIDWEST CITY  
MEETING AGENDAS FOR  
November 28, 2017

**STAFF BRIEFING**

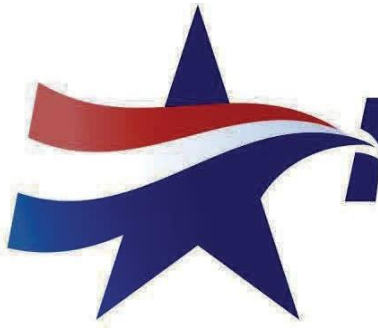
City Hall - Midwest City Council Conference Room, 100 N. Midwest Boulevard, second floor

November 28, 2017 – 6:00 PM

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.

**DISCUSSION.**

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Hospital Authority for November 28, 2017.



# MIDWEST CITY

*Where the Spirit Flies High*

## CITY COUNCIL AGENDA

MIDWEST CITY, OK



ANNIVERSARY

EST 1942



## MIDWEST CITY COUNCIL MEETING AGENDA

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

November 28, 2017 – 6:00 PM

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.

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Vaughn Sullivan
- Pledge of Allegiance by ROTC Cadets Amy Wylde and Skylin White
- Community related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council members, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council members, 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 meeting of P qxgo dgt'36, 2017, both as submitted.  
(City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of October 2017. (Finance - C. Barron)
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Dedicated Tax 2012 Fund, expenses/Economic (87) \$109,218. Grants Fund, revenue/Intergovernmental (62) \$44,630; expenses/Police (62) \$44,630. Downtown Redevelopment Fund, expenses/29th Street (92) \$100,000. (Finance - C. Barron)
4. Discussion and consideration of approving updated Pledge Agreement for Deposited Public Funds with Bank of Oklahoma. (Finance – C. Barron)
5. Discussion and Consideration of approving amended custodial bank agreement with Raymond James & Associates. (Finance – C. Barron)
6. Discussion and consideration of entering into an updated Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council along with Oklahoma County, the City of Oklahoma City, and the City of Edmond for \$75,000 per fiscal year"quarter."qh'y j kej \*\*\*\*\*O kf y guvEk{ 'y knlr c{ '5Ø' 0(City"Manager - G. Henson)
7. Discussion and consideration of approving resolution authorizing participation in the Oklahoma Municipal Assurance Group Recognition Program. (City Manager - T. Lyon)
8. Discussion and Consideration of adopting a resolution authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Conversion Grants Fund. (City Manager - T. Lyon)

9. Discussion and consideration of 1) approving and entering into an agreement for FFY 2018 with the Oklahoma Highway Safety Office to establish the terms and conditions of receiving a Metro Area Traffic Task Force grant (Primary Program Area: Impaired Driving) in the amount of \$44,630.00; and 2) authorizing the mayor and/or city manager to approve and execute the necessary and appropriate documents to effect the grant. (Police - B. Clabes)
10. Discussion and consideration of approving a resolution establishing 100% of all fees and taxes from 9-1-1 emergency telephone services to be collected by ACOG for the period Jun( 1, 2019 through June 30, 2018. (Emergency Management - M. Bower)
11. Discussion and consideration of awarding a bid to EMC Services LLC in the amount of \$193,218 for the construction of (8) bus stop shelters along EMBARK Route 15 in Midwest City. (Continued from the November 14, 2017 City Council) (Grants Management - T. Craft)
12. Discussion and consideration of accepting the bid of Allan Bolan for the sale of a small parcel of real estate generally located at the corner of Texas Avenue and Belleview Drive and shown as a public street on the plat of Pointon City Second Addition Blocks 6, 7, 8, 9 & 10, located within the corporate boundaries of Midwest City, in the NE/4 of Section 6, T 11N R1W, Oklahoma County Oklahoma, being more fully described on Exhibit A attached hereto. (Community Development - B. Harless)
13. Discussion and consideration of approving and adopting a resolution selecting H. W. Lochner as the engineer responsible for the annual city bridge inspections for compliance with National Bridge Inspection Standards. (Community Development - P. Menefee)

D. DISCUSSION ITEMS.

1. Discussion and consideration of a presentation by John Sharp of Association of Central Oklahoma Governments (ACOG) regarding an update on the Regional Transit Authority Task Force. (City Manager - G. Henson)
2. (PC – 1929) Discussion and consideration of approval of the revised Preliminary Plat of the Turtlewood Addition described as a part of the SE/4 of Section7, T-11-N, R-1-W. (Community Development - B. Harless)
3. (PC – 1928) Public hearing with discussion and consideration of approval of the Sooner Rose Addition Phase III Preliminary Plat for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)
4. Discussion and consideration of appointing two new members to the Midwest City Tree Board for three-year terms ending on November 10, 2020. (Continued from the November 10, 2017 Council meeting) (Public Works - V. Sullivan)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. Discussion and consideration of approving an ordinance amending the Midwest City Municipal Code, Chapter 28 – Miscellaneous, by amending Article VI, Weapons, Section 28 – 105 Hours Sales Firearms; Section 28 – 107 Discharge of Bows and Arrows; and Section 28 – 108 Pointing and Discharging Firearms, Etc.; providing for a Repealer and Severability. (Economic Development - R. Coleman)
2. Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article I, In General, by amending Section 30-2(a), Acts prohibited in city parks; establishing an effective date; and providing for repealer and severability. (Public Works - V. Sullivan)
3. Minutes of the November 7, 2017 Planning Commission meeting. (Community Development - B. Harless)

G. ADJOURNMENT.





CONSENT AGENDA



A notice for staff briefings for the Midwest City Council 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 Staff Briefing Minutes**

November 14, 2017 – 6:00 PM

This staff briefing was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:04 PM with the following members present: Councilmembers Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, and Jeff Moore; and City Clerk Sara Hancock. Absent: Christine Allen.

#### **DISCUSSION.**

#### **Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for November 14, 2017.**

Council and Staff made community-related announcements and discussed individual agenda items with the Councilmembers.

Mayor Dukes adjourned the meeting at 7:00 PM.

ATTEST:

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

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

A notice for regular meetings of the Midwest City Council 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**

November 14, 2017 – 7:00 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 7:14 p.m. with the following members present: Councilmembers \*Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, \*\*Christine Allen, Jeff Moore; and City Clerk Sara Hancock. Absent: none.

**Opening Business.** Public Works Director, Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by ROTC Cadets William Jones and Timothy Blankenship, Staff and Council made community-related announcements. Mayor Dukes declared Saturday, November 25, 2017 to be Small Business Saturday in Midwest City via a proclamation. Mayor Dukes also presented a proclamation to Linda Rooney for her fifty-one years of service to the City of Midwest City.

**Consent Agenda.** Eads made a motion to approve the Consent Agenda, except for items 4 and 10, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 24, 2017; and the special meeting of October 31, 2017, both as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Risk Fund, expenses/Risk Insurance (29) \$1,898,000. Capital Improvement Fund, expenses/Capital Improvements (57) \$3,450. Impound Fees Fund, expenses/Police (62) \$15,460. Grants/Housing Activities Fund, revenue/Intergovernmental (37) \$200,000; expenses/Housing (37) \$200,000.
3. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
4. **Discussion and consideration of awarding a bid to EMC Services LLC in the amount of \$193,218 for the construction of (8) bus stop shelters along EMBARK Route 15 in Midwest City.** Eads made a motion to continue this item until the November 28, 2017 Council meeting, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. Discussion and consideration of accepting a State and Local Assistance Performance Grant from and entering into an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds with The State of Oklahoma Department of Emergency Management (OEM) in the amount of \$15,000 effective October 1, 2017 to encourage the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by Tribal, State and Political Subdivisions.



6. Discussion and consideration to approve the purchase of police firearm ammunition for fiscal year 2017-18 with GT Distributors, Inc. of Austin, Texas. GT Distributors, Inc. has the State contract for ammunition for the purchase prices listed: for CCI/Speer 223 Rem. caliber 55 gr. GDSP at \$286.99 per unit; for CCI/Speer 380 auto caliber 90 gr. GDHP at \$414.54 per unit; CCI/Speer 9mm caliber 124 gr. GDHP for \$376.28 per unit; for CCI/Speer 9mm caliber 124 gr. TMJ at \$198.41 per unit; for CCI/Speer 45 auto +P caliber 200 gr. TMJ at \$266.44 per unit; for CCI/Speer 38 Special +P caliber 125 gr. GDHP at \$389.03 per unit; for CCI/Speer 357 SIG caliber 125 gr. TMJ at \$266.44 per unit; for CCI/Speer 40 S&W caliber 165 gr. TMJ at \$238.10 per unit; for CCI/Speer 40 S&W caliber 180 gr. GDHP at \$408.16 per unit; for CCI/Speer 45 auto +P caliber 200 gr. GDHP at \$471.94 per unit; for CCI/Speer 357 SIG caliber 125 gr. GDHP at \$408.16 per unit; for Federal 223 Rem caliber 55 gr. FMJBT at \$158.73 per unit; for Federal 308 Win caliber 168 gr. SMKBTHP at \$165.81 per unit; for Federal Tactical Buckshot 12 gauge caliber 00 Buck at \$127.55 per unit; and for Federal Tactical Rifled Slugs 12 gauge caliber 1 oz. ball slug at \$140.30 per unit.
7. Discussion and consideration of accepting the bid from Berk-Cohen Associates at Fairfax, LLC in the amount of \$3,100.00, for the purchase of a small parcel of real estate located within the corporate boundaries of the City of Midwest City generally located at the northwest corner of NE 10th Street and Midwest Boulevard in the eastern boundary of the Fairfax Apartments shown as Public Recreation and Channel Right of Way being more fully described on the Exhibits A & B attached hereto.
8. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170662 from the State Department of Environmental Quality for the Verizon Retail Store Sewer Line Extension, Midwest City, Oklahoma.
9. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055160959 from the State Department of Environmental Quality for the Sundance Addition Section 5 Waterline Extension, Midwest City, Oklahoma.
10. **Discussion and consideration of awarding the bid to and entering into a contract with MTZ Construction, Inc. in the amount of \$25,647.50 for the Air Depot Boulevard Rail Road Construction Project. (Continued from October 10, 2017 Council meeting.)** Eads made a motion to continue this item until the December 14, 2017 Council meeting, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
11. Discussion and consideration of approving and entering into engagement letters with Grant Thornton LLP to perform GAAP audits for the calendar year ending December 31, 2016 for 1) Sooner Town Center, LLC and STC Lowe's LLC in an amount not to exceed \$38,000; and 2) Sooner Town Center II, LLC in the amount not to exceed \$25,000; and 3) Sooner Town Center III, LLC in the amount not to exceed \$20,000; and 4) authorizing the City Manager to act on behalf of the City during the audits to provide information, oversee the audit process and make determinations as required.
12. Discussion and consideration of accepting a public sidewalk and utility easement for the South and West 15 feet of Lot 8, Block 6 Amending Plat of Lots 8 and 9, Block 6, Aviation Acres Addition; and the South 15 feet of Lot 7, Block 6, Aviation Acres Addition.

**Discussion Items.**

1. **(PC – 1920) Public hearing with discussion and consideration of approval of an ordinance redistricting from R-6, Single Family Detached Residential and R-2F, Two Family Attached Residential to a Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential District, for the property described as a part of the 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 September 26, 2017 City Council meeting.** Staff and Craig Dawkins, Hunter's Glenn II, spoke with Council. After discussion, Eads made a motion to reject the ordinance, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.
2. **(PC – 1924) Public hearing with discussion and consideration of approval of the Preliminary Plat of Florence Estates for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road.** After discussion, Eads made a motion to reject the ordinance, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of restricting public vehicular access to Buena Vista Avenue from approximately January 1, 2018, to approximately May 15, 2018, for resurfacing and reconstruction relative to the second phase of the Sooner Rose Shopping Center.** Leland Clark, 2301 W I-44 Service Rd., spoke to the Council. After discussion, Dawkins made a motion to approve the request, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **Discussion and consideration of a request to fund the construction of a water line extension from Westminster Road to S.E. 28th Street along Roefan Road and Hand Road in the amount of \$339, 654.75.** Teresa Scott, 11290 Roefan Rd.; Dr. Aaron Dossea, 2211 Windsong; Sandra Dossea, 103 Arthur Dr.; Robert Leahy, 11025 Roefan; Kathy Burley, 2541 Hand; Robyn Budriewski, 11200 Roefan Rd.; Charles Thompson, 10400 NE 4<sup>th</sup>; all spoke to the Council. After discussion, Byrne made a motion to continue the item to the December 12, 2017 meeting, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. **Discussion and consideration of passing and approving Resolution 2017-49 and a proclamation authorizing the calling and holding of a primary election on February 13, 2018, if necessary, and a general election, if necessary, on April 3, 2018 in all wards of the City of Midwest City, County of Oklahoma, State of Oklahoma, for the purpose of electing Ward 1, 3 and 5 councilmembers and the mayor, an at-large position; enumerating the qualifications for those offices; and establishing the filing period.** Allen made a motion to approve Resolution 2017-49 and the proclamation, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
6. **Discussion and consideration of reviewing and/or approving the recommendations made by the Regional Animal Shelter Council Committee members at the special meeting held on October 24, 2017 and take further action if necessary.** Tim Lyon, Assistant City Manager and Katy Hawk, 701 S. Timber, addressed Council. After discussion, Byrne made a motion to proceed as discussed by Council, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

7. **Discussion and consideration of appointing two new members to the Midwest City Tree Board for three-year terms ending on November 10, 2020.** After discussion, Dawkins made a motion to appoint Teresa Mortamer as the Ward 1 nominee, and to continue the item for the second nominee until the November 28, 2017 Council meeting, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
8. **Discussion and consideration of appointing a new member to the Midwest City Park and Recreation Board for a three-year term ending on November 10, 2020.** After discussion, Eads made a motion to continue the item until the December 14, 2017 Council meeting, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
9. **Discussion and consideration of reporting on the status, condition, progress or recommendations concerning the latest evaluation of Heritage Park Mall located at 6801 East Reno.** Ahemd Bahareini, 14501 E Western Ave; Cherine Killingsworth, 3601 Quail Dr., and staff spoke with Council. Dawkins made a motion to accept the report, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
10. **Discussion and consideration of approval of a Resolution regarding the financing of Sooner Town Center (i) approving and authorizing the execution of Subordination, Standstill and Intercreditor Agreement and Reaffirmation and Agreement Regarding Rights Under Ground Lease (“Agreement”), and authorizing officers of the City to finalize, modify, approve, execute and deliver the Agreement and other related documents; (ii) confirming and stating that there are no investment policies applicable to the Midwest City Municipal Authority (“Authority”) preventing the Loan to Owner approved by Authority Resolution Number 17-03 on November 1, 2017 and repealing any inconsistent investment policies; and, (iii) approving the incurrence of indebtedness by the Authority arising in the event of a Merger Event under the Agreement (“Indebtedness”) and, waiving competitive bidding on the sale of the Indebtedness and authorizing the Indebtedness to be sold at a discount by negotiated sale within the limits provided by Title 60, Oklahoma Statutes, Section 176; and (iv) approving a mortgage of City Property in the event of a Merger Event under the Agreement.** Dawkins made a motion to approve Resolution 2017-50, as discussed in executive session and upon advice of outside counsel, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.
11. **Discussion and consideration of possible action, if any, resulting from executive session.**  
Dawkins made a motion to approve Resolution 2017-50, as discussed in executive session and upon advice of outside counsel, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Moore, and Mayor Dukes. Nay: none. Absent: Allen. Motion carried.

**New Business/Public Discussion.** Charles Thompson, 10400 NE 4<sup>th</sup>, spoke to the Council.

\*Councilmember Eads left the meeting at 9:20 p.m.

**Executive Session.**

1. **Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Ahemd Bahareini, et al v. City of Midwest City, Case Nos. C4044581; C404582; C404583; C404584; C404585; C404586; C404587; C404588; C404589; C404590; C404592; C523472; and C526625.** Executive session item one was not needed.

**Pursuant to §§307(B)(3) and (C)(10), Title 25, Oklahoma Statutes, consider convening in executive session on the advice of the Municipal Counselor to receive confidential communications from development counsel concerning the proposed refinancing terms with respect to the Sooner Town Center Shopping Center Project.** Dawkins made a motion to go into executive session, seconded by Byrne. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.

After the motion to go into executive session, but prior to enter into the executive session, the Council recessed at 9:21 p.m. from City Council meeting and proceeded to the Municipal Authority.

\*\*Councilmember Allen left all the recessed meetings at 9:26 p.m.

Mayor Dukes called the meeting back into order at 9:41 p.m. Council went into executive session at 9:41 p.m.

Mayor Dukes reconvened the meeting in open session at 10:12 p.m. and proceeded to Discussion Items 10 and 11.

**Adjournment.**

There being no further business, Mayor Dukes adjourned the meeting at 10:13 p.m.

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

ATTEST:

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



# The City of MIDWEST CITY

---

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

## Memorandum

**TO:** Honorable Mayor and Council

**FROM:** Christy Barron, Finance Director

**DATE:** November 28, 2017

**Subject:** Discussion and consideration of accepting the City Manager's Report for the month of October, 2017.

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

**Capital Improvements (157)** decreased due to the payment for:  
Mid America Park trail <\$168,000>

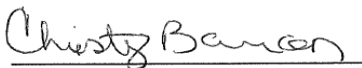
**Hotel/Conference Center (195)** had an operational gain of \$209,449 in October.

**Sooner Rose TIF (352)** decreased because of the payment for:  
Pipeline construction <\$125,000>

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

Compounded Principal (9010) - unrealized gain on investment	\$1,360,237
Discretionary (9050) - unrealized gain on investment	\$195,440

This item is at Council's discretion.



Christy Barron  
Finance Director

City of Midwest City  
Financial Summary by Fund  
for Period Ending October, 2017  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance	Fund Balance Reserve
9	GENERAL GOVERNMENT SALES TAX	1,634,131	-	1,674,435	164,141	(204,445)	(40,305)	1,634,131	-
10	GENERAL	4,472,234	(139,528)	4,321,516	12,724,163	(12,712,973)	11,190	4,332,706	-
11	CAPITAL OUTLAY RESERVE	916,123	-	910,331	5,792	-	5,792	916,123	-
13	STREET AND ALLEY FUND	968,877	-	855,701	195,024	(81,847)	113,177	968,877	-
14	TECHNOLOGY FUND	272,191	-	409,613	105,236	(242,658)	(137,422)	272,191	24,684
15	STREET LIGHT FEE	716,169	-	522,584	193,586	-	193,586	716,169	-
16	REIMBURSED PROJECTS	709,598	(184,121)	547,839	61,462	(83,825)	(22,362)	525,477	-
17	29TH & DOUGLAS PROPERTY	5,500,000	(65,063)	5,434,937	41,450	(41,450)	-	5,434,937	-
20	MWC POLICE DEPARTMENT	1,206,376	-	1,246,407	4,274,799	(4,314,829)	(40,030)	1,206,376	644,347
21	POLICE CAPITALIZATION	915,140	-	890,210	84,627	(59,698)	24,930	915,140	-
25	JUVENILE FUND	24,169	-	10,774	33,417	(20,021)	13,396	24,169	5,332
30	POLICE STATE SEIZURES	60,226	-	60,510	381	(665)	(284)	60,226	-
31	SPECIAL POLICE PROJECTS	78,195	-	73,425	4,771	-	4,771	78,195	-
33	POLICE FEDERAL PROJECTS	68,387	-	69,900	267	(1,780)	(1,513)	68,387	-
34	POLICE LAB FEE FUND	16,584	-	17,610	3,486	(4,511)	(1,026)	16,584	-
35	EMPLOYEE ACTIVITY FUND	20,199	-	19,641	1,172	(614)	558	20,199	-
36	JAIL	123,125	-	130,475	23,835	(31,184)	(7,349)	123,125	-
37	POLICE IMPOUND FEE	200,791	-	197,845	27,505	(24,558)	2,947	200,791	-
40	MWC FIRE DEPARTMENT	902,831	(4)	967,831	3,458,349	(3,523,353)	(65,004)	902,827	517,796
41	FIRE CAPITALIZATION	585,222	-	574,356	125,281	(114,415)	10,865	585,222	-
45	MWC WELCOME CENTER	342,257	(157)	351,874	68,449	(78,223)	(9,774)	342,100	9,933
46	CONV / VISITORS BUREAU	162,724	-	166,636	109,417	(113,329)	(3,912)	162,724	17,622
50	DRAINAGE TAX FUND	62,179	-	61,453	726	-	726	62,179	-
60	CAPITAL DRAINAGE IMP	414,752	-	427,064	153,000	(165,312)	(12,312)	414,752	21,618
61	STORM WATER QUALITY	939,008	-	943,553	259,867	(264,412)	(4,545)	939,008	37,141
65	STREET TAX FUND	1,314,177	-	1,241,274	150,677	(77,774)	72,903	1,314,177	-
70	EMERGENCY OPER FUND	551,409	-	598,793	133,077	(180,461)	(47,385)	551,409	20,932
75	PUBLIC WORKS ADMIN	318,599	-	291,156	325,762	(298,319)	27,443	318,599	-
80	INTERSERVICE FUND	313,119	-	272,360	805,873	(765,113)	40,760	313,119	-
81	SURPLUS PROPERTY	356,321	(287,238)	65,589	16,729	(13,234)	3,495	69,083	-
115	ACTIVITY FUND	355,597	-	335,598	43,437	(23,438)	19,999	355,597	-
123	PARK & RECREATION	658,087	(356)	641,380	184,422	(168,071)	16,351	657,731	-
141	COMM. DEV. BLOCK GRANT	6,039	(10)	6,029	144,322	(144,322)	-	6,029	-
142	GRANTS/HOUSING ACTIVITIES	167,700	(7,858)	159,993	51,713	(51,864)	(151)	159,842	-
143	GRANT FUNDS	78,460	(18,460)	60,000	67,092	(67,092)	-	60,000	-

City of Midwest City  
Financial Summary by Fund  
for Period Ending October, 2017

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance	Fund Balance Reserve
157	CAPITAL IMPROVEMENTS	2,262,558	-	2,286,008	153,317	(176,767)	(23,450)	2,262,558	-
172	CAP. WATER IMP-WALKER	608,490	-	435,881	204,755	(32,146)	172,609	608,490	-
178	CONST LOAN PAYMENT REV	2,272,954	-	2,047,301	320,547	(94,893)	225,654	2,272,954	-
184	SEWER BACKUP FUND	79,808	-	79,795	508	(495)	13	79,808	-
186	SEWER CONSTRUCTION	3,387,428	(175,000)	3,125,875	499,109	(412,557)	86,553	3,212,428	1,111,650
187	UTILITY SERVICES	559,639	(924)	526,935	410,587	(378,807)	31,780	558,715	50,769
188	CAP. SEWER IMP.-STROTH	245,319	-	120,773	141,793	(17,247)	124,546	245,319	-
189	UTILITIES CAPITAL OUTLAY	1,919,623	(149,482)	1,606,173	219,954	(55,986)	163,968	1,770,141	-
190	MWC SANITATION DEPARTMENT	1,986,979	-	2,196,682	2,014,253	(2,223,957)	(209,704)	1,986,979	214,079
191	MWC WATER DEPARTMENT	1,964,257	-	1,227,918	2,515,228	(1,778,889)	736,340	1,964,257	252,832
192	MWC SEWER DEPARTMENT	1,264,521	(5)	1,249,298	1,853,295	(1,838,078)	15,218	1,264,516	241,173
193	MWC UTILITIES AUTHORITY	907,683	-	907,294	5,739	(5,350)	389	907,683	-
194	DOWNTOWN REDEVELOPMENT	4,193,955	(6,881)	4,070,581	517,755	(401,263)	116,493	4,187,074	783,950
195	HOTEL/CONFERENCE CENTER	914,589	(716,699)	40,888	1,824,592	(1,667,591)	157,001	197,890	-
196	HOTEL 4% FF&E	846,686	-	885,809	72,984	(112,107)	(39,123)	846,686	-
197	JOHN CONRAD REGIONAL GOLF	178,591	(3,055)	115,510	447,969	(387,943)	60,026	175,536	56,561
201	URBAN RENEWAL AUTHORITY	63,662	-	63,260	402	-	402	63,662	-
202	RISK MANAGEMENT	3,507,725	(37)	3,625,418	677,383	(795,112)	(117,729)	3,507,689	1,804,000
220	ANIMALS BEST FRIEND	60,711	-	95,010	13,377	(47,675)	(34,298)	60,711	-
225	HOTEL MOTEL FUND	-	-	-	193,547	(193,547)	-	-	-
230	CUSTOMER DEPOSITS	1,396,453	(1,396,453)	-	9,042	(9,042)	-	-	-
235	MUNICIPAL COURT	59,614	(59,614)	-	463	(463)	-	-	-
240	L & H BENEFITS	2,073,741	(52,207)	1,784,337	2,467,751	(2,230,553)	237,197	2,021,534	-
250	CAPITAL IMP REV BOND	3,981,777	(56,278,123)	(53,371,923)	4,924,559	(3,848,983)	1,075,576	(52,296,346)	-
269	2002 G.O. STREET BOND	550,445	-	560,306	3,499	(13,360)	(9,861)	550,445	-
310	DISASTER RELIEF	1,382,866	(187,109)	1,207,810	72,197	(84,250)	(12,053)	1,195,757	-
340	REVENUE BOND SINKING FUND	-	-	-	1,843,244	(1,843,244)	-	-	-
350	G. O. DEBT SERVICES	167,534	-	182,275	12,304	(27,045)	(14,741)	167,534	-
351	TAX INCREMENT FINANCING	-	-	-	-	-	-	-	-
352	SOONER ROSE TIF	5,649,905	(16,475,000)	-	12,405	(10,837,500)	(10,825,095)	(10,825,095)	-
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	86,052,462	(8,906,169)	74,707,723	4,154,674	(1,716,101)	2,438,573	77,146,296	-
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,937,204	(437,204)	2,500,000	24,093	(24,093)	-	2,500,000	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,085,575	(11,908)	8,016,068	2,333,342	(275,745)	2,057,597	10,073,665	-
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	1,469,346	(154,711)	1,341,306	770,998	(797,668)	(26,669)	1,314,637	-
	TOTAL	168,463,097	(85,713,375)	86,193,001	52,758,970	(56,202,247)	(3,443,276)	82,749,725	5,814,419



# The City of MIDWEST CITY

---

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

## Memorandum

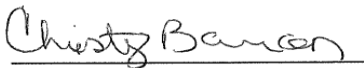
**TO:** Honorable Mayor and Council

**FROM:** Christy Barron, Finance Director

**DATE:** November 28, 2017

**Subject:** Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Dedicated Tax 2012 Fund, expenses/Economic (87) \$109,218. Grants Fund, revenue/Intergovernmental (62) \$44,630; expenses/Police (62) \$44,630. Downtown Redevelopment Fund, expenses/29<sup>th</sup> Street (92) \$100,000.

The first supplement is needed to budget the unbudgeted portion of contract for Bus Stop Shelters Project with EMC Services, Inc. The second supplement is needed to budget the Oklahoma Highway Safety Grant from Oklahoma Highway Safety Office. The third supplement is needed to budget Grant Thornton audits and other refinancing expenses related to Sooner Town Center.



Christy Barron  
Finance Director



**SUPPLEMENTS**  
**November 28, 2017**

Fund DEDICATED TAX 2012 (065)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
87	Economic			109,218	
		<u>0</u>	<u>0</u>	<u>109,218</u>	<u>0</u>

**Explanation:**  
To budget contract for bus stop shelters with EMC Services. Total contract is \$193,218. \$84,000 is already budgeted. Funding to come from fund balance.

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	44,630			
62	Police			44,630	
		<u>44,630</u>	<u>0</u>	<u>44,630</u>	<u>0</u>

**Explanation:**  
To budget Oklahoma Highway Safety Grant from Oklahoma Highway Safety Office.

Fund DOWNTOWN REDEVELOPMENT (194)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
92	29th Street			100,000	
		<u>0</u>	<u>0</u>	<u>100,000</u>	<u>0</u>

**Explanation:**  
To budget Grant Thornton audits and other refinancing expenses related to Sooner Town Center. Funding to come from fund balance.



# The City of MIDWEST CITY

---

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

## Memorandum

**TO:** Honorable Mayor and Council

**FROM:** Christy Barron, Finance Director

**DATE:** November 28, 2017

**Subject:** Discussion and consideration of approving updated Pledge Agreement for Deposited Public Funds with Bank of Oklahoma

Our pledge agreement with Bank of Oklahoma is being updated at the request of the bank. The agreement has been reviewed by our City Attorney.

Christy Barron  
Finance Director



**BANK OF OKLAHOMA**  
A DIVISION OF BOKF, NA

November 7, 2017

City of Midwest City  
Attn: Christy Barron  
100 N. Midwest Blvd.  
Midwest City, OK 73110

Enclosed please find the "Pledge Agreement For Deposited Public Funds" agreement.  
Please sign and complete section under "Depositor" on pages 4 and 5.

Please send back to me one completed signed copy, retaining a copy for your files.

If you have questions please contact me at (918) 588-6554 or email me at  
[kyeargain@bokf.com](mailto:kyeargain@bokf.com).

We appreciate your business.

Sincerely,

Kathy Yeargain  
Vice President

## PLEDGE AGREEMENT FOR DEPOSITED PUBLIC FUNDS

This Pledge Agreement for Deposited Public Funds (this "Agreement"), is entered into as of the 7th day of November 2017, by and between City of Midwest City ("Depositor"), and BOKF, N.A., a national banking association ("BOK").

### WITNESSETH:

WHEREAS, the Depositor is a public entity and, as such, is required or entitled under Oklahoma law to obtain a pledge of assets to secure the uninsured portion of its deposit placed in banks; and

WHEREAS, BOK has been designated as a depository for certain funds of the Depositor; and

WHEREAS, BOK has agreed to secure to the extent required by law, the funds of the Depositor so deposited with BOK by conveying to the Depositor a security interest in eligible securities owned by BOK, all in accordance with applicable state and federal law;

NOW, THEREFORE, in consideration of the Depositor depositing certain of its funds with BOK, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, it is agreed between the Depositor and BOK as follows:

1. Grant of Security Interest. BOK hereby grants to Depositor a security interest in securities pledged to secure payment of deposits made by Depositor with BOK (the "Collateral"). BOK agrees to take all actions reasonably necessary to perfect the pledge under the Oklahoma Uniform Commercial Code (the "UCC"), and confirm same by notice to Depositor hereunder, including delivering to Depositor a written confirmation of the pledge. Each written confirmation delivered to the Depositor pursuant to this Agreement shall set forth, at a minimum, (i) a description of the Collateral pledged hereunder, including the type, cusip number, maturity date, interest rate and par amount of each security pledged, (ii) the amount of funds of the Depositor on deposit as of the date of the confirmation, (iii) the market value of the Collateral pledged hereunder as of a recent date, and (iv) a statement that the confirmation has been delivered to the Depositor pursuant to the terms of this Agreement.
2. Depositor's Collateral-to-Deposit Maintenance Percentage. For all purposes under this Agreement, Depositor's percentage of pledged assets to deposited funds under applicable law, which is One Hundred and Ten percent (110%), is hereby defined and shall be hereinafter referred to as the Depositor's "Collateral-to-Deposit Maintenance Percentage".
3. Additional Pledge(s). Any additional pledge of Collateral hereunder made to maintain Depositor's Collateral-to-Deposit Maintenance Percentage shall be approved by an officer of BOK duly authorized by resolutions of the BOK Loan

Committee to approve substitutions of Collateral, releases of Collateral, and additional pledges of Collateral under this Agreement (“Duly Authorized BOK Officer”).

4. Collateral Substitution(s). BOK shall have the right, from time to time, after approval thereof by a Duly Authorized BOK Officer, to withdraw any of the pledged securities comprising the Collateral and substitute therefor other pledged securities of the same type and of like amount of the securities withdrawn upon compliance with the requirements of Paragraph 1 hereof and delivery to the Depositor of written notice of such substitution, specifically identifying the securities to be withdrawn and the securities substituted therefor.
5. Continuing Pledge as to Current and Subsequent Deposits. Any pledge hereunder shall be a continuing pledge and shall secure not only such deposits as are held by BOK at the time of the transfer of the Collateral to the Depositor hereunder, but also any and all subsequent deposits of funds with BOK by the Depositor, notwithstanding the account or accounts in which such funds may be held or identified by BOK. In this regard, Depositor shall provide BOK reasonable advance notice of any deposits in excess of the Depositor’s customary balances.
6. Collateral to be Addition to FDIC Deposit Insurance. The pledge of Collateral by BOK to secure the deposits of the Depositor shall be in addition to, and shall in no way eliminate or diminish, any insurance coverage to which the Depositor may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation for the purpose of protecting the claims and rights of its depositors.
7. Depositor Return of Collateral to BOK.
  - A) Increase in Collateral Value. It is understood and agreed that in the event that the value of the Collateral exceeds the Depositor’s Collateral-to-Deposit Maintenance Percentage as a result of the increase of the market value of the Collateral (“Excess Collateral”), then BOK will so notify Depositor hereunder, and in that event any and all securities pledged as and constituting Excess Collateral under this Agreement shall be promptly released from the UCC security interest created hereunder, and BOK and the Depositor shall promptly take whatever actions may be necessary to cause a transfer of such Excess Collateral to BOK free and clear of any liens created hereunder.
  - B) Deposit Balance Reduction. It is understood and agreed that in the event that the value of the Collateral exceeds the Depositor’s Collateral-to-Deposit Maintenance Percentage as a result of the decline of the balance of funds of the Depositor so deposited with BOK, then BOK will so notify Depositor hereunder, and in that event any and all securities pledged as and constituting Excess Collateral under this Agreement shall be promptly released from the UCC security interest created hereunder, and BOK and the Depositor shall promptly take whatever actions may

be necessary to cause a transfer of such Excess Collateral to BOK free and clear of any liens created hereunder.

- C) Deposit Account Closure. It is understood and agreed that in the event that BOK shall have paid out and accounted for all the funds of the Depositor so deposited with BOK, then and in that event any and all securities pledged as Collateral under this Agreement shall be promptly released from the UCC security interest created hereunder, and BOK and the Depositor shall promptly take whatever actions may be necessary to cause a transfer of such securities to BOK free and clear of any liens created hereunder.
8. BOK Representations. BOK hereby represents to the Depositor that (i) it is a national Banking association duly organized and validly existing under the laws of the United States, (ii) it has and will have at the time of delivery of any securities as Collateral under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein (iii) the execution and delivery of this Agreement and the pledge of the securities as Collateral hereunder has been approved by the BOK Loan Committee and such approval is properly reflected in the minutes of such Loan Committee and the Agreement and approval shall be maintained in and as part of the official records of BOK, and (iv) the execution and delivery of this Agreement and the pledge of securities as Collateral hereunder will not violate or be in conflict with the Articles of Association or By-laws of BOK, any agreement or instrument to which BOK may be a party, any rule, regulation or order of any banking regulator applicable to BOK, or any internal policy of BOK adopted by its Board of Directors or the BOK Loan Committee.
9. Binding nature of Agreement. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become effective only when both of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile or digitized transmission of a counterpart signature page hereof.
11. Attorney's Fees. In any action brought by a party hereto to enforce the obligations of the other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorneys fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).
12. Governing Law. This Agreement shall be subject to, and interpreted by and in accordance with, the laws (excluding conflict of law provisions) of the State of Oklahoma.

13. Waiver. No provision of this Agreement may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.

14. Notices. All notices or advices required or permitted to be given by or pursuant to this Agreement, shall be given in writing and in the English language. All such notices and advices shall be (i) delivered personally, (ii) delivered by facsimile, (iii) delivered by U.S. Registered or Certified Mail, Return Receipt Requested, or (iv) delivered for overnight delivery by a nationally recognized overnight courier service. Such notices and advices shall be deemed to have been given (i) the first business day following the date of delivery if delivered personally or by facsimile, (ii) on the third business day following the date of mailing if mailed by U.S. Registered or Certified Mail, Return Receipt Requested, or (iii) on the date of receipt if delivered for overnight delivery by a nationally recognized overnight courier service. All such notices and advices and all other communications related to this Agreement shall be given as follows:

If to Depositor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ - Telephone  
\_\_\_\_\_ - Facsimile

If to BOK:

BOKF, N.A. \_\_\_\_\_  
P O Box 2300 – Capital Markets 9 NE  
Tulsa, OK 74192 \_\_\_\_\_  
(918) 588-6554 \_\_\_\_\_ - Telephone  
(918) 588-6957 \_\_\_\_\_ - Facsimile

15. Merger. This Agreement is the entire Agreement of the parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof. Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. Neither party hereto has relied upon any representation or warranty of the other party hereto except any such representations or warranties as are expressly set forth herein.

16. Interpretation. This Agreement, and all the provisions of this Agreement, shall be deemed drafted by both of the parties hereto. This Agreement shall not be interpreted strictly for or against either party hereto, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

- 17. No Oral Modification. This Agreement may be amended or modified only in a writing which has been signed by both of the parties hereto and which specifically references this Agreement.
- 18. Assignment. This Agreement may not be assigned (including performance by subcontract) by either party hereto.
- 19. No Agency. Nothing in this Agreement shall be construed to create a partnership or joint venture, nor to authorize either Party hereto to act as agent for or representative of the other party hereto. Each party hereto shall be deemed an independent contractor and no party hereto shall act as, or hold itself out as acting as, agent for the other party hereto. The relationship between both parties hereto shall be strictly that of bank and depositor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written-above.



ATTEST:  
*Kathy Geargan*

BOKF, N.A.

By: *Lee Allen*  
 Lee Allen  
 Title: Sr Vice President

DEPOSITOR:

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

By: \_\_\_\_\_  
 (Signature)

ATTEST:  
 \_\_\_\_\_

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





# The City of MIDWEST CITY

---

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

## Memorandum

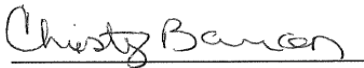
**TO:** Honorable Mayor and Council

**FROM:** Christy Barron, Finance Director

**DATE:** November 28, 2017

**Subject:** Discussion and Consideration of approving amended custodial bank agreement with Raymond James & Associates.

Our custodial agreement with Raymond James & Associates is being amended to reflect additional security measures put in place when requesting disbursements from the account. The agreement has been reviewed by our City Attorney.



Christy Barron  
Finance Director

## CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT (the “Agreement”) is effective as of November 8, 2017, by and between Raymond James & Associates, Inc., a Florida corporation, with its principal place of business at 880 Carillon Parkway, St. Petersburg, Florida, 33716 (“Custodian”), and City of Midwest City, a municipal corporation with its principal place of business at 100 N. Midwest Blvd., Midwest City, OK 73110 (“Owner”).

### RECITALS

- A. Custodian is in the securities industry and provides brokerage services and clearing and custodial services to its clients.
- B. Owner desires to retain the services of Custodian to hold custody of Owner’s and its clients’ securities in one or more accounts (each, an “Account”) and Custodian desires to render such custodial services on the terms and conditions set forth below.

IN CONSIDERATION of the foregoing and of the mutual covenants herein contained, the parties, intending to be legally bound, agree as follows:

- (1) Owner’s and its clients’ securities certificates held by Custodian shall be held separate from the securities certificates of Custodian and of all of its other customers.
- (2) Securities held indirectly by the Custodian and securities in a clearing corporation shall be separately identified on the Custodian’s official records as being owned by Owner. The records shall identify which securities are held by Custodian or by its agent and which securities are in a clearing corporation. If the securities are held in a clearing corporation, the records shall also identify where the securities are and if in a clearing corporation, the name of the clearing corporation and if through an agent, the name of the agent.
- (3) All custodied securities that are registered shall be registered in the name of Owner or in the name of a nominee of Owner or in the name of Custodian or its nominee or, if in a clearing corporation, in the name of the clearing corporation or its nominee.
- (4) Custodian agrees that it will not use Owner’s custodied securities for Custodian’s benefit and none of the Owner’s custodied securities shall be loaned, pledged or hypothecated by Custodian without the written consent of the Owner separate and apart from this Agreement.
- (5) The Custodian agrees to furnish, upon request, a written statement in sufficient detail to permit adequate identification of the securities belonging to the Owner and held by the Custodian under the terms of this Agreement. Such statement

shall be signed by a responsible official of the Custodian and such verification shall be furnished not only to the Owner but also to any party named by the Owner. Owner or its designee shall, upon reasonable notice to and during Custodian's normal business hours, be entitled to examine all records maintained by the Custodian relating to the Owner's custodied securities.

- (6) The Custodian agrees to furnish Owner with a written confirmation of each purchase or sale effected by Custodian for an Account, as well as a monthly statement of the securities in each Account and of the transactions and activity in any Account that occurred during the month (or quarterly if there is no activity in an Account in any month).
- (7) During the course of Custodian's regular business hours, an officer or employee of Owner, an independent accountant selected by Owner and a representative of an appropriate regulatory body shall be entitled to examine, on the premises of Custodian, Custodian's records relating to custodied securities, but only upon furnishing Custodian with written instructions to that effect from an appropriate officer of Owner. Owner agrees that it and the independent accountant it selects for the examination shall comply with Custodian's safety, security and confidentiality policies during any visit to Custodian's premises.
- (8) Upon written request from Owner, Custodian and its agents shall be required to send to Owner reports prepared by outside auditors on Custodian's or its agent's internal accounting control of custodied securities that Owner may reasonably request.
- (9) Custodian shall provide, upon reasonable advance written request from an appropriate officer of Owner, the appropriate affidavits, with respect to Owner's custodied securities held in connection with this Agreement.
- (10) Custodian, a broker/dealer, shall secure and maintain insurance protection in an adequate amount with respect to its custodial activities.
- (11) Custodian shall be obligated to indemnify Owner for any loss of custodied securities, except that Custodian shall not be so obligated to the extent that the loss was caused by other than the gross negligence or willful misconduct (including dishonesty) of Custodian. This provision shall survive the termination of this Agreement.
- (12) In the event that there is a loss of custodied securities for which Custodian shall be obligated to indemnify Owner as provided in Paragraph (11) above, Custodian shall promptly replace the securities or the value thereof and the value of any loss of rights or privileges resulting from the loss of securities.
- (13) Custodian will not be liable for a failure to take an action required under this Agreement in the event and to the extent that the taking of the action is prevented or delayed by war (whether declared or not and including existing wars),

revolution, insurrection, riot, civil commotion, act of God, accident, fire, explosion, stoppage of labor, strikes or other differences with employees, laws, regulations, orders or other acts of any governmental authority, or any other cause whatsoever beyond its reasonable control. In addition, Custodian shall have no duty to take any action under this Agreement at any time it is not open for business for any reason.

- (14) Custodian is authorized to accept and rely upon all instructions delivered in writing (including without limitation e-mail), then confirmed in person or by telephone after being provided with the agreed upon password, that Custodian believes, in good faith, to relate to transactions governed by this Agreement and are given by an Authorized Person. "Authorized Person" means the Owner or other persons or entities designated in a statement signed by the Owner or one or more officers, employees, or agents of Owner who Custodian reasonably believes is authorized to act with regard to corporate investments.
- (15) Owner shall be obligated to indemnify the Custodian as allowed by law, for any loss or claims arising out of Custodian's act or omission with regard to any instruction from Owner or any transaction entered into relating to the custodial services provided pursuant to this Agreement, except to the extent such losses or claims are caused by Custodian's gross negligence or willful misconduct (including dishonesty). This provision shall survive the termination of this Agreement.
- (16) Custodian shall have no liability for indirect, incidental, consequential, special, exemplary or punitive damages.
- (17) The Custodian reserves the right to charge such reasonable compensation for its services hereunder in accordance with its regularly adopted schedule of commissions and fees in effect and applicable at the time of performance of such services. Expenses incurred by the Custodian in the performance of its services hereunder, and all other proper charges to and disbursements from an Account may be charged to the Account by the Custodian unless otherwise directed by the Owner. Any and all taxes, including any interest and penalties with respect thereto, which may be levied or assessed under existing or future laws upon or in respect of an Account or income thereof similarly shall be charged to and paid out of the Account.
- (18) This Agreement is not assignable by Owner whether by merger, consolidation, operation of law, or otherwise. No alteration, modification, amendment, or other change of this Agreement shall be binding on the parties unless in writing, approved and executed by Owner and an authorized executive officer of Custodian.
- (19) Any notice or other communication pursuant to this Agreement shall be in writing and shall be deemed to have been fully given or made when delivered to the

following addresses or such other addresses as the parties may provide in writing to the other from time to time:

*If to Custodian:*

Raymond James & Associates, Inc.  
880 Carillon Parkway  
St. Petersburg, FL 33716  
Attn: Christina Hawkins

*If to Owner:*

City of Midwest City  
100 N. Midwest Blvd  
Midwest City, OK 73110  
Attn: Christy Barron

- (20) This Agreement shall be construed in accordance with the laws of the state of Oklahoma, excluding its principles of conflicts of laws.
- (21) The terms of this Agreement shall be severable so that if any term, clause, or provision hereof shall be deemed invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining terms, clauses, and provisions hereof, the parties intending that if any such term, clause, or provision were held to be invalid prior to the execution hereof, they would have executed an agreement containing all the remaining terms, clauses, and provisions of this Agreement.
- (22) The waiver by either party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of any subsequent breach.
- (23) Each party hereto agrees that in connection with any dispute arising under or with respect to this Agreement, it waives its right to a jury trial to the fullest extent allowable under the law.
- (24) This Agreement shall constitute the entire agreement between the parties hereto and replaces and supersedes all prior agreements, written and oral, relating to the subject matter hereof, between the parties to this Agreement.
- (25) Either party may immediately terminate this Agreement “for cause” without prior notice. For purposes of this Agreement, the term “for cause” shall mean a party’s breach of this Agreement including any breach of any obligations, representations or warranties of such party contained in this Agreement. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.
- (26) It is expressly understood and agreed by Owner that Custodian will not be liable as an insurer of the Investments (defined below) held in any Account or as a guarantor of any market value of any Investments. “Investments” mean securities and other properties of every type and description, including, without limitation, stocks, warrants, puts, calls, forwards, futures, options on futures, bonds, debentures, notes, unit trusts, precious metals and other commodities, bank deposits, mortgages, and other obligations, and any documents of title, certificates, receipts, and other instruments evidencing ownership or representing

rights to receive, purchase, or subscribe to, any of the foregoing, or representing any other right or interest therein.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal effective the date first written above.

***CUSTODIAN***

**RAYMOND JAMES & ASSOCIATES, INC.**

Signature: \_\_\_\_\_

Print Name: William L. Specht

Title: Managing Director, Fixed Income Capital Markets

Date: November \_\_\_\_, 2017

***OWNER***

**CITY OF MIDWEST CITY**

Signature: \_\_\_\_\_

Print Name: Matthew D. Dukes, II

Title: Mayor of City of Midwest City

Date: November \_\_\_\_, 2017

ATTEST:

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

Approved as to form and legality this \_\_\_\_ day of November, 2017

\_\_\_\_\_  
Philip W. Anderson, City Attorney



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
ghenson@midwestcityok.org  
Office: 405-739-1204  
Fax: 405-739-1208  
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: November 28, 2017

SUBJECT: Discussion and consideration of entering into an updated Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council along with Oklahoma County, the City of Oklahoma City, and the City of Edmond for a fee of \$75,000 per fiscal year quarter, of which Midwest City will pay 3.6%.

---

As you may recall, on September 12, 2017 we entered into a preliminary Professional Services Agreement with the Oklahoma County Criminal Justice Advisory Council. At that time the agreement did not have §5 COMPENSATION FOR SERVICES RENDERED amount finalized. As you will see in the attached updated agreement that amount is now \$75,000 quarterly of which we will pay 3.6%. Note that the other changes is §21 EFFECTIVE DATE, TERM, AND TIME.

J. GUY HENSON  
City Manager

**PROFESSIONAL SERVICES AGREEMENT WITH THE  
OKLAHOMA COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL**

This Professional Services Agreement (“**Agreement**”) is made and entered into by and between The Oklahoma County Criminal Justice Advisory Council ("**Council**") and, Oklahoma County, a political subdivision of the State of Oklahoma (“**Oklahoma County**”), The City of Oklahoma City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“**Oklahoma City**”), The City of Edmond, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“**Edmond**”), and The City of Midwest City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“**Midwest City**”).

**WITNESSETH:**

**WHEREAS**, the **Council** is a separate legal entity created pursuant to the **Interlocal Agreement** entered into by **Oklahoma County, Oklahoma City, Edmond and Midwest City** pursuant to 74 O.S. §1001 et seq.; and

**WHEREAS**, the **Council** exists for the purpose of assisting **Oklahoma County, Oklahoma City, Edmond and Midwest City** in improving cooperation and coordination of activities that affect the criminal justice systems in Oklahoma County; and

**WHEREAS**, it is the desire of **Oklahoma County, Oklahoma City, Edmond and Midwest City** to promote, foster, and enhance criminal justice systems in their respective cities and in Oklahoma County; and

**WHEREAS**, the **Council** is an advisory board composed of leaders in the community and the criminal justice system with special knowledge of the criminal justice system in **Oklahoma County, Oklahoma City, Edmond and Midwest City**; and

**WHEREAS**, the **Council** has years of experience and expertise and is uniquely positioned to study the current criminal justice system and to research and assimilate data, and information and to make recommendations for better cooperation and communication between **Oklahoma County, Oklahoma City, Edmond and Midwest City** and for the enhancement of the criminal justice system and community and public safety; and

**WHEREAS**, **Oklahoma County, Oklahoma City, Edmond and Midwest City** desire to utilize the cumulative experience and knowledge of the **Council** and to engage the **Council** to provide professional program services and to develop recommendations for the criminal justice systems in **Oklahoma County, Oklahoma City, Edmond and Midwest City**, which will also enhance the social and economic well-being of these communities and their citizens; and

**WHEREAS**, the **Council** desires to provide **Oklahoma County, Oklahoma City, Edmond and Midwest City** with the professional services requested herein and to provide the work products identified within the **Agreement**, which will promote and foster enhancement to the criminal justice system and to these communities; and



**WHEREAS**, the Council will retain a professional staff with experience where necessary to supplement its expertise and resources.

**NOW, THEREFORE**, in exchange for the consideration, covenants, agreements, and premises set forth herein, the parties hereto agree as follows:

**SECTION 1. COUNCIL.**

The **Council** is a separate legal entity created pursuant to the an **Interlocal Agreement** entered into by **Oklahoma County, Oklahoma City, Edmond and Midwest City** in accordance with 74 O.S. §1001 et seq.

**SECTION 2. COUNCIL TO PROVIDE PROFESSIONAL SERVICES.**

**Oklahoma County, Oklahoma City, Edmond and Midwest City** engage the **Council** and the **Council** agrees to provide professional services to **Oklahoma County, Oklahoma City, Edmond and Midwest City** that will:

A. assist **Oklahoma County, Oklahoma City, Edmond and Midwest City** in improving cooperation and coordination of activities that affect their individual and collective criminal justice systems;

B. promote policies that will lead to a more effective criminal justice system, enhance public safety, encourage regular communication and collaboration among **Oklahoma County, Oklahoma City, Edmond and Midwest City**, reduce unnecessary incarceration, and control costs;

C. study and evaluate the criminal justice system, collect and analyze data related to the criminal justice system, increase efficiency and effectiveness of the criminal justice system, recommend policies and programs to reduce recidivism, reduce jail population, and increase community and public safety, recommend policies and practices to control the costs of criminal justice system and incarceration, and increase community support for criminal justice reform;

D. collect and analyze data, accumulate and evaluate ideas, and conduct studies to enhance the criminal justice systems in Oklahoma County including but not limited to:

- 1) community and public safety,
- 2) cost control in the criminal justice system,
- 3) communication and collaboration among **Oklahoma County, Oklahoma City, Edmond and Midwest City** regarding shared criminal justice concerns,
- 4) alternatives to incarceration and options for reducing jail population,
- 5) reduction of recidivism, and
- 6) the increase of community support for criminal justice reform.

E. share information and recommendations for best legislative and administrative practices and policies for enhancing the criminal justice system with the **Oklahoma County, Oklahoma City, Edmond and Midwest City**, the State Legislature, and other parties engaged in or affecting the criminal justice.

**SECTION 3. SCOPE OF SERVICES.**

A. The professional services to be provided by the **Council** in performance of this **Agreement** shall consist of all professional advice and insight and other related resources necessary for the accomplishment of the objectives set forth in this **Scope of Services** and in **Attachment A, Reports and Recommendations**, including submission of all required Quarterly and Final Reports and any other obligations set forth herein.

B. In performing this **Agreement**, the **Council** shall provide the necessary, qualified and competent personnel predominantly assigned to the accomplishment of the objectives set forth in Section 2 of this **Agreement**, this **Scope of Services** and **Attachment A**.

#### **SECTION 4. RESPONSIBILITIES OF COUNCIL.**

A. The **Council** shall be accountable to **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** for the provision of all professional staff, offices and other related services or resources needed to accomplish the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services**, and for enhancing the criminal justice systems and community and public safety in **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**.

B. The parties understand that the **Council** is responsible for the day-to-day provision of professional services for the accomplishment of the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services**, and for reporting on the same by means of the Reports and Recommendations required by **Attachment A** to this Agreement.

#### **SECTION 5. COMPENSATION FOR SERVICES RENDERED.**

A. Upon delivery of each Quarterly Report set forth in **Attachment A, Oklahoma County, Oklahoma City, Edmond** and **Midwest City** shall pay the **Council** for services rendered in the quarterly amount of **Seventy Five Thousand Dollars (\$75,000.00)**, as set forth in subsection 5 (B) below.

B. As between **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**, each party shall pay a percent of each quarterly installment.

1. **Oklahoma County** will pay 50 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the Chairperson of the Council of County Commissioners,
2. **Oklahoma City** will pay 40.6 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the City Manager of the City of Oklahoma City,
3. **Edmond** will pay 5.8 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the City Manager of the City of Edmond, and
4. **Midwest City** will pay 3.6 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the City Manager of the City of Midwest City.

None of the payers, **Oklahoma County, Oklahoma City, Edmond** or **Midwest City**, will be responsible for the payment or non-payment by any other payer. The **Council** shall submit a

Quarterly Report together with an invoice for the quarterly installment due under this Section 5 for services rendered during the prior quarter. The invoice submitted must meet the requirements for claims by contractors as set forth by each respective payer.

C. The Chairperson and respective City Managers will review each Quarterly Report and invoice to verify services performed meet the requirements of this **Agreement**. The Chairperson or any City Manager may request any additional information needed to fully document the **Council's** work in furtherance of the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services**. Chairperson and each respective City Manager shall complete his or her review within five business days of the submission of the Quarterly Report and invoice by the **Council** and, if found to be satisfactory, shall process the invoice for payment; provided, if the Chairperson or any City Manager reasonably finds that the Quarterly Report or invoice are not satisfactory, he or she must immediately notify the Council and may withhold payment until any deficiencies in the form of the Quarterly Report or invoice have been corrected by the **Council**. Following receipt of such revised Quarterly Report or invoice form, the claim shall be processed for payment within ten (10) calendar days.

D. The **Council** understands and agrees that the payment of funds by **Oklahoma County, Oklahoma City, Edmond** or **Midwest City** to the **Council** under this **Agreement** shall be subject to annual appropriation and budgeting as required by Oklahoma law, and that any funds to be paid to the **Council** for the professional services provided hereunder shall be limited to the amount of funds appropriated for use in making payment to the **Council**.

E. In addition to the above payments for Quarterly Reports, in exchange and support of the professional services provided by the **Council, Oklahoma County** will provide the necessary legal services to the **Council** on issues regarding the **Oklahoma County's** criminal justice system.

F. In addition to the above payments for Quarterly Reports, in exchange and support of the professional services provided by the **Council, Oklahoma City** will provide the services of the City Clerk as Secretary to the **Council** to assist with the requirements of the Oklahoma Open Meeting Act by publishing the advance notice of the Council's meetings and taking the Council's minutes, in accordance with 25 O.S. § 312.

#### **SECTION 6. OFFICE SPACE.**

The Greater Oklahoma City Chamber of Commerce will provide office space to the Council's Director at no cost to the **Council, Oklahoma County, Oklahoma City, Edmond**, or **Midwest City**. Office space for additional personnel will be determined at a future time.

#### **SECTION 7. NO EXTRA SERVICES AND AMENDMENTS.**

No claims for extra work or services of any kind or character beyond those set forth in this **Agreement** or beyond the funds available hereunder shall be recognized by or be binding on **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** unless such work or services are first approved by **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** by written amendment. Any amendments to this **Agreement** to increase payments to the **Council** for services above the amounts specified in this **Agreement** or to change the **Scope of Services**

specified herein shall also be subject to approval in writing by **Oklahoma County, Oklahoma City, Edmond and Midwest City**. Amendments to this **Agreement** which impact the **Scope of Services** must be approved by all parties prior to initiation of such services.

**SECTION 8. COUNCIL IS INDEPENDENT CONTRACTOR.**

A. The **Council** is acting as an independent contractor and the employees, agents and consultants of the **Council** and the **Council** Members, while acting in their roles as Council Members, are not employees of **Oklahoma County, Oklahoma City, Edmond or Midwest City**.

B. Neither the **State of Oklahoma** nor **Oklahoma County**, nor **Oklahoma City**, nor **Edmond** nor **Midwest City** will be liable for the acts or omissions of the Council, any Council Member, or any other Cooperating Entity. No Council Member will be liable for the acts or omissions of the Council, any other Council Member, or any Cooperating Entity.

**SECTION 9. BEST EFFORTS.**

The **Council** agrees to devote its best efforts and resources to the interests of **Oklahoma County, Oklahoma City, Edmond and Midwest City** and to endeavor in every way to successfully promote enhancement of the criminal justice system and community and public safety in the performance of all services requested or required in this Agreement.

**SECTION 10. ASSIGNMENT.**

The **Council** may not assign or otherwise transfer this Agreement or delegate the duties or obligations herein contained without prior written approval of **Oklahoma County, Oklahoma City, Edmond and Midwest City**.

**SECTION 11. CERTIFICATE OF NONDISCRIMINATION.**

In connection with the performance of work and services under this Agreement, the Chairperson of the **Council** has executed a Certificate of Nondiscrimination which is attached hereto and made a part of this Agreement as if set forth in its entirety herein.

**SECTION 12. NOTICES.**

Any notice to be given under this **Agreement** will be deemed given on the date of electronic mail with email receipt confirmation, or upon personal delivery, or upon the date of mailing if mailed by certified mail, return receipt requested, with proper prepaid postage thereon, to the following addressees at the following addresses:

Oklahoma County Criminal Justice Advisory Council  
c/o Secretary - \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email address: \_\_\_\_\_

Oklahoma County  
c/o Chairman of the Board of County Commissioners  
320 Robert S. Kerr Avenue Oklahoma City, Oklahoma 73102

Email address: \_\_\_\_\_

Oklahoma City  
c/o City Manager  
200 N Walker Avenue – 3<sup>rd</sup> Floor  
Oklahoma City, Oklahoma 73102  
Email address: \_\_\_\_\_

Edmond  
c/o City Manager  
24 E 1<sup>st</sup> Street  
Edmond, OK 73034  
Email address: \_\_\_\_\_

Midwest City  
c/o City Manager  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Email address: ghenson@midwestcityok.org

or to such other address or addressee as any party may from time to time specify by written notice to all other parties.

**SECTION 13. PROHIBITION AGAINST CONTINGENT FEES.**

The **Council** warrants that **Council** has not employed or retained any company or person, other than a bona fide employee working for the **Council** to solicit or secure this **Agreement**, or any amendment, and that **Council** has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for the **Council** any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**.

**SECTION 14. CANCELLATION.**

A. **Oklahoma County, Oklahoma City, Edmond** or **Midwest City** may cancel this Agreement, or any portion of this Agreement, for cause, upon written notice to the **Council**. Cancellation for cause shall include any impropriety, default, or breach of contract on the part of the **Council** for which **Oklahoma County, Oklahoma City, Edmond** or **Midwest City** has provided ten (10) calendar prior days written notice of cancellation to which the **Council** has not responded or to which the **Council** has not adequately corrected during that ten (10) day period. Such notice must have been provided to all parties in accordance with the Notice Section herein.

B. The **Council** may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to **Oklahoma County, Oklahoma City, Edmond** and

**Midwest City.** Such notice must have been provided to all parties in accordance with the Notice Section herein.

C. In the event of any cancellation, any work product under development (complete or incomplete) shall be the property of **Oklahoma County, Oklahoma City, Edmond and Midwest City** and copies will be provided by the **Council to Oklahoma County, Oklahoma City, Edmond and Midwest City.**

**SECTION 15. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW.**

A. The **Council** shall comply with all existing and subsequently adopted laws and regulations of the State of Oklahoma and the United States of America relating or pertaining in any manner to this **Agreement.**

B. The laws of the State of Oklahoma shall govern the validity of this **Agreement,** its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this **Agreement** shall be in a court of appropriate jurisdiction in Oklahoma County.

**SECTION 16. IMMIGRATION COMPLIANCE**

The **Council** agrees to comply with all applicable provisions of the “Oklahoma Taxpayer and Citizen Protection Act of 2007,” (Act) codified in part at 25 O.S. §§ 1312 and 1313.

**SECTION 17. ACCEPTANCE OF KICKBACKS AND GRATUITIES PROHIBITED.**

No officer, employee, contractor, or subcontractor of the **Council** shall accept any gratuity or kickback for the performance of work under this **Agreement.** The services of any officer, employee, contractor, or subcontractor of the **Council** who is found to have accepted any such gratuity or kickback shall be immediately terminated by the **Council.**

**SECTION 18. DEFEND, INDEMNIFY AND SAVE HARMLESS.**

To the fullest extent permitted by law, the **Council** agrees to release, defend, indemnify and save harmless **Oklahoma County, Oklahoma City, Edmond and Midwest City** and their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the **Council's** negligent acts, operations, errors and/or omissions under or in connection with this **Agreement** and the parties for whom either entity is legally responsible. The **Council** shall promptly advise **Oklahoma County, Oklahoma City, Edmond and Midwest City** in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the **Council,** at its expense, shall assume the defense of **Oklahoma County, Oklahoma City, Edmond and Midwest City** with counsel satisfactory to said entity. This section shall survive the expiration of this **Agreement.** Provided, however, the **Council** need not release, defend, indemnify or save harmless **Oklahoma County, Oklahoma City, Edmond and Midwest City** or their officers, agents and employees, from damages or

injuries resulting from the negligence of **Oklahoma County, Oklahoma City, Edmond and Midwest City**, or their respective officers, agents or employees.

**SECTION 19. WHOLE AGREEMENT.**

The work and services to be provided by the **Council** are defined solely by this **Agreement**, and not by any other statements, documents, representations, contracts or agreements that may be associated with this **Agreement** or the negotiation or procurement hereof.

**SECTION 20. AMENDMENT.**

This **Agreement** supersedes all prior discussions and understandings and may only be modified by written amendment executed by the **Council, Oklahoma County, Oklahoma City, Edmond and Midwest City**.

**SECTION 21. EFFECTIVE DATE, TERM, AND TIME.**

A. This **Agreement** shall become effective on the first date on which all of the following approvals have taken place:

1. The **Interlocal Agreement** creating the Council has been approved by the Oklahoma Attorney General; and
2. The Council has approved this **Agreement**; and
3. Oklahoma County has approved this **Agreement**; and
4. Oklahoma City, Edmond, and Midwest City have approved this **Agreement**.

When effective, this **Agreement** shall supersede any prior agreements between the parties. The **Council** shall complete all work and services to be performed hereunder by June 30, 2018, provided PowerPoint presentations of the final Quarterly Report and the Final Recommendations to each **Oklahoma County, Oklahoma City, Edmond and Midwest City** may be presented after August 30, 2018, if so scheduled by said entity.

B. It is provided that this **Agreement** may be subsequently renewed annually upon mutual written agreement of all parties.

**SECTION 22. CAPTIONS.**

The captions provided herein, above each section, shall not in any way limit, restrict, affect, or define the meaning of the section.

(The remainder of this page intentionally left blank)

This Agreement was approved by the Oklahoma County Criminal Justice Advisory Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

**OKLAHOMA COUNTY  
CRIMINAL JUSTICE ADVISORY COUNCIL**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman of the Council

(The remainder of this page intentionally left blank)



This Agreement was approved by the Council of County Commissioners for Oklahoma County this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

**COUNCIL OF COUNTY COMMISSIONERS  
OKLAHOMA COUNTY**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman of the Board of County Commissioners

Approved for form and legality

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

(The remainder of this page intentionally left blank)

This Agreement was approved by The City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

**THE CITY OF OKLAHOMA CITY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Reviewed for form and legality

\_\_\_\_\_  
Municipal Counselor

(The remainder of this page intentionally left blank)

This Agreement was approved by the City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

**THE CITY OF MIDWEST CITY**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Reviewed for form and legality

\_\_\_\_\_  
Municipal Counselor

(The remainder of this page intentionally left blank)

This Agreement was approved by the City of Edmond City this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

**THE CITY OF EDMOND**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Reviewed for form and legality

\_\_\_\_\_  
Municipal Counselor

(The remainder of this page intentionally left blank)

**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance under the Agreement, the Council agrees as follows:

- A. The Council agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Council shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Council and its subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of The City of Oklahoma City setting forth the provisions of this Section.
  
- B. In the event of the Council's noncompliance with this Nondiscrimination Certificate, the Agreement may be canceled, terminated or suspended by **Oklahoma County, Oklahoma City, Edmond or Midwest City**. The Council may be declared by **Oklahoma County, Oklahoma City, Edmond or Midwest City** ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Council and/or its subcontractors.
  
- C. The Council agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Agreement.

I have read the above clause and agree to abide by its requirements.

***This form must be fully completed and signed  
by the Council or Council's Authorized Agent.***

---

Name of Individual, Partnership, Limited Liability  
Company, or Corporation, herein called "Contractor"

---

Signature of Contractor or Contractor's Authorized Agent

---

Type or print name and title of person who signed above

**ATTACHMENT A**  
**REPORTS AND RECOMMENDATIONS.**

As a part of the **Scope of Services** specified in this **Agreement** and to keep **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** informed of all progress and accomplishments, the **Council** shall provide the following Quarterly Reports to the Chairperson of the **Oklahoma County** Council of Commissioners, the City Manager of **Midwest City**, City Manager of **Edmond**, and City Manager of **Oklahoma City**:

A. Quarterly Reports shall be submitted no later than the fifteenth (15<sup>th</sup>) day after the last day of each quarter of the calendar year (said fifteenth day being: April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, and January 15<sup>th</sup>). Quarterly Reports will provide sufficiently detailed information to document the **Council's** work to accomplish the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services** during the preceding quarter.

B. Each of the four Quarterly Reports shall contain the following written and documented elements:

1. Narrative Overview briefly outlining:
  - a. Major accomplishments of the reported quarter, and
  - b. Major work to be undertaken in the next quarter.
2. A listing of Goals, updated to show the quantitative progress and/or qualitative progress toward each stated goal.
3. Attachments or information needed to fully inform the governing bodies of **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** concerning the status of each service being performed and recommendations for the next quarter.

C. Fourth Quarter Report: The written 4<sup>th</sup> Quarter Report is due by January 15, 2018, and shall also include the following elements:

1. A Powerpoint presentation and an oral summary on the entire **Scope of Services** and all work performed under this **Agreement** presented by the **Council** to each of the governing bodies of **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** not later than July 15, 2018, unless otherwise scheduled by request of **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**, respectively.
2. The 4<sup>th</sup> Quarter Report shall also:
  - a. detail the year's accomplishments under each Goal,
  - b. compare actual activities and accomplishments with each stated Goal,
  - c. identify and explain any significant variation from the **Scope of Services**; and
  - d. outline recommendations, plans, and projections for the next year, should the Agreement be renewed.

**Oklahoma County, Oklahoma City, Edmond** and **Midwest City** shall accept the **Scope of Services** as complete upon approval of the 4<sup>th</sup> Quarter Report and Presentations.



**Assistant City Manager**

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

## MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: November 4: , 2017

RE: Discussion and consideration of approving resolution authorizing participation in the Oklahoma Municipal Assurance Group Recognition Program.

---

Attached is a copy of a resolution authorizing the City of Midwest to participate in the Oklahoma Municipal Assurance Group (OMAG) Recognition Program. OMAG believes the best run cities and towns have fewer claims and the claims they incur cost less money to resolve. The OMAG Recognition Program seeks to strengthen municipal governance and reduce claims through education and self-assessment. The City of Midwest City purchased property insurance and auto liability from OMAG beginning this current fiscal year. As a result, our city is eligible for a \$10,000 recognition award after completing the following requirements:

- The City Council participate in an OMAG governing body training program (table of contents of the training is attached).
- The City Council adopts a governing body best practice handbook (our current handbook will need to be updated).
- Each member of the Midwest City Council completes the OMAG Stability Test and self-audits its performance.
- The City Council must review the attached Declarations and Explanation of Coverage page for our liability police with OMAG.

If approved, staff will coordinate with OMAG to set up a training program date for the council. In addition, staff will need to set a date for council to update our current best practices handbook.

If you have any questions about this program, please feel free to contact me at 739-1201.

*Tim L. Lyon*

---

Tim Lyon  
Assistant City Manager

Attachment (4)

RESOLUTION NO. 2017-\_\_

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE  
OMAG RECOGNITION PROGRAM**

**WHEREAS**, the City of Midwest City believes the best run municipalities have fewer liability claims and the claims they have place fewer demands on municipal resources; and

**WHEREAS**, the City of Midwest City participates in the Municipal Liability Protection Plan provided by OMAG (the Oklahoma Municipal Assurance Group); and

**WHEREAS**, OMAG is the City of Midwest City provider of insurance and risk management solutions; and

**WHEREAS**, OMAG has established a program to recognize member municipalities which have committed themselves to obtaining training above and beyond the legally required training and which have taken certain actions which show that the member is committed to operating under certain best practice recommendations; and

**WHEREAS**, during the current fiscal year:

- Each member of the governing body received, either in person or by distance learning, the training required for participation in the OMAG recognition program; and
- The governing body has adopted a governing body handbook or, if a handbook had previously been adopted, the body has reviewed and updated the handbook to reflect the best practice recommendations from OMAG; and
- Each member of the governing body completed the OMAG recommended Stability Test and the results of the test were reviewed by the governing body to self-audit its performance; and
- The governing body reviewed the Declarations and Explanation of Coverage page for its liability policy with OMAG; and

**WHEREAS**, due to the above actions by the governing body and its members, the City of Midwest City is now eligible to participate in the OMAG Recognition program.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA THAT:**

The City of Midwest City requests that it be considered for participation in the OMAG Recognition Program.

**PASSED AND APPROVED** by the City of Mayor and Council of the City of Midwest City, Oklahoma, this \_\_ day of \_\_\_\_\_, 2017.



CITY OF MIDWEST CITY, OKLAHOMA

---

MATTHEW D. DUKES II, MAYOR

ATTEST:

---

SARA HANCOCK, City Clerk

**APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

PHILIP W. ANDERSON, City Attorney

## TABLE OF CONTENTS

---

- I. INTRODUCTION
- II. FORMS OF GOVERNMENT & ROLE OF ELECTED OFFICIALS
- III. MEETINGS AND THE OPEN MEETING ACT
- IV. CONFLICT OF INTEREST, ETHICS & CONDUCT
- V. PUBLIC TRUSTS & UTILITY AUTHORITIES
- VI. TRAINING & BUILDING STABILITY
  - a. MEETINGS
  - b. PUBLIC IMAGE
- VII. APPENDIX – HELPFUL FORMS
  - a. CONFLICTS DISCLOSURE FORM
  - b. AGENDA SIGN-IN FORM
  - c. MANDATORY EDUCATION NOTICE
  - d. EXECUTIVE SESSION CONFIDENTIALITY AGREEMENT
  - e. SOCIAL MEDIA IMPRESSUM



3650 S. Boulevard • Edmond, OK 73013 • omag.org  
405.657.1400 • 800.234.9461 • FAX 405.657.1401

**Municipal Liability Protection Plan**  
Declarations Page

1. PLAN MEMBER CITY OF MIDWEST CITY AGREEMENT NUMBER  
and Mailing Address 100 N. MIDWEST BLVD. GLA 1400531 00  
MIDWEST CITY OK 73110

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member  
From 07/01/2017 to 07/01/2018

3. The Plan Member is a(n) MUNICIPALITY

4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

**COVERAGE**

**PREMIUM**

**GENERAL LIABILITY (PARTS I, IV, AND V)**

A. Bodily Injury	B. Property Damage	\$0
C. Personal Injury	D. Errors and Omissions	Coverages A,B,C,D,I,J,K,L
I. Pollution Damage	J. Defense Reimbursement	
K. Cyber / Data Breach	L. Uncovered Employment Defense	
[ ] Prior Acts Coverage		

**AUTOMOBILE LIABILITY (PART II)**

E. Bodily and Personal Injury	F. Property Damage	\$56,171
		Coverages E,F
[X] Hired and Non-owned Automobile Coverage		\$159
		Hired and Non-owned

**AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)**

G. Automobile Physical Damage		\$75,374
1. Comprehensive	Per fleet schedule	Coverages G
2. Specified Perils		
3. Collision		
I. Hired Auto Physical Damage Limit:		\$0
H. Equipment Physical Damage - Per equipment schedule		Hired Auto Physical Damage
[X] Mobile Equipment Leased/Rented Limit: \$360,000		\$9,657
		Coverages H

5. LIMITS OF LIABILITY, except for Coverages G,H,I,J,L  
**Losses subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:**  
 \$ 25,000 Each Property Damage Loss Per Occurrence, including Fire Legal  
 \$ 125,000 Each Other Loss Per Occurrence  
 \$ 1,000,000 Aggregate Per Occurrence  
**Losses not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:**  
 \$ 10,000 Medical Payments for Volunteers Per Loss  
 \$ 1,000,000 Each Other Loss Per Occurrence  
 Cyber Coverage: See Limits on Cyber / Data Breach Declaration Page  
**Annual Aggregate**  
 \$ 2,000,000 Coverages C,D  
 \$ 10,000 Coverage J

\$140,831  
Total Premium  
(This is not an invoice)

6. DEDUCTIBLES  
 Coverages A,B,E,F,L: No Deductible, except for sanitary sewer overflows and electrical disruptions, which are subject to the deductible of coverages C & D.  
 Coverages C,D: Per Occurrence  
 Coverages G,H: Per Schedule or Endorsement  
 Coverage I: \$1,000 Per Pollution Incident  
 Coverage J: \$5,000 SIR  
 Coverage K: Per Applicable Cyber / Data Breach Deductible

7. This agreement is composed of this Declaration Page, Schedules, Forms and Endorsements, if any.

*Jonathan D. Woods*

OMAG Representative

10/04/2017  
Date



3650 S. Boulevard • Edmond, OK 73013 • omag.org  
405.657.1400 • 800.234.9461 • FAX 405.657.1401

## Municipal Liability Protection Plan

### ADDITIONAL NAMED PLAN MEMBERS

MIDWEST CITY MUNICIPAL AUTH. TRUST

### SCHEDULE OF FORMS

#### A. Property

Supplemental Coverage Declarations  
General Conditions  
Property Coverage Form  
Replacement Cost  
Extra Expense Coverage Form  
Business Income Coverage Form, Excluding Extra Expense  
Earth Movement  
Mobile Equipment, Automobile Equipment, and Miscellaneous Equipment  
Builders Risk  
Leasehold Interest  
Joint or Disputed Loss Agreement  
Crime General Conditions  
Theft, Disappearance and Destruction Coverage Form  
Exclusion-Certain Computer Related Losses Due to Dates or Times  
(Property Coverages) General Conditions  
Terrorism

#### B. Equipment Breakdown

Equipment Breakdown Declarations  
Equipment Breakdown Insuring Agreement Form  
General Conditions  
Equipment Breakdown Coverage Form  
Exclusion of Certain Computer-Related Losses

### SCHEDULE OF FORMS APPLICABLE WHEN INDICATED WITH A CHECKMARK

Mortgagee, Loss Payee and/or Additional Interest Schedule



## AN EXPLANATION OF MLPP COVERAGE

**1) BODILY INJURY & PROPERTY DAMAGE - Coverage A & B**

This coverage protects employees, elected officials, and authorized volunteers for BODILY INJURY AND PROPERTY DAMAGE claims arising from all locations and operations of the municipality as covered in the plan document.

**2) PERSONAL INJURY - Coverage C**

This coverage protects employees, elected officials, and authorized volunteers for PERSONAL INJURY claims including false arrest, assault, and battery, and violations of an individual's civil rights.

**3) ERRORS & OMISSIONS - Coverage D**

This coverage protects employees, elected officials, and authorized volunteers for ERRORS AND OMISSIONS claims involving alleged breach of duties as defined in the plan document.

**4) AUTOMOBILE LIABILITY - Coverage E & F**

Coverage applies to claims for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE arising from the operation of the autos insured.

**5) AUTOMOBILE PHYSICAL DAMAGE - Coverage G**

The fleet schedule will indicate whether comprehensive, specified perils, or collision coverage is provided. Deductibles will appear on the fleet schedule also.

**6) EQUIPMENT PHYSICAL DAMAGE - Coverage H**

Coverage applies to the municipality's equipment listed on the schedule.

**7) POLLUTION DAMAGE - Coverage I**

This is legal liability protection for property damage and clean-up expenses resulting from a covered pollution incident.

**8) DEFENSE REIMBURSEMENT FOR INVERSE CONDEMNATION, ANNEXATION/DEANNEXATION, ZONE AND BOARD OF ADJUSTMENT MATTERS - Coverage J**

This coverage will reimburse a plan member for 50% of its legal expenses and costs up to a maximum of \$10,000 after the plan member has paid \$5,000 in accordance with the plan document.

**9) CYBER LIABILITY - Coverage K**

**10) LEGAL DEFENSE COVERAGE FOR WORKERS' COMPENSATION RETALIATION CLAIMS - Coverage L**

This coverage provides, at the members request and acceptance, legal defense only (no indemnification for damages) for retaliation claims filed under the Workers' Compensation Statutes to the extent the claim is not eligible for coverage under any other coverage.

## **STABILITY TEST**

### **Part 1 – Financial Stability**

Does your city have enough money to operate? (circle the number that best fits your city)

- 10. Yes, we have a written policy that requires at least 20% of the general fund as a reserve and fully fund the reserve.
- 5. We don't have a written policy but maintain more than 10% of the general fund as a reserve.
- 1. We are lucky to make payroll and regularly are concerned about it.

### **Part 2 – Governing Body Stability**

How stable is your governing body? (circle the number that best fits your city)

- 10. We have great, well informed and engaged elected officials; when we have had elections in recent years, most candidates have been well qualified.
- 5. The majority is good, but the bad ones are very bad.
- 1. I wish we could get a completely new group, as I don't think any of them are qualified to make decisions for the City.

### **Part 3 - Meetings**

How good are your meetings? (circle the number that best fits your city)

- 10. Professional, business like and a joy to attend – I hate to miss one because we all enjoy the work we do for the City.
- 5. Boring, not much accomplished, but nothing bad happens.
- 1. Our meetings are miserable; arguing, staff at odds with the elected officials, out of control public – I wish I never had to attend another one.

### **Part 4 - Employees**

How good is your workforce? (apply a rating from between 10 and 1)

- 10. Our employees work very hard, care about the city, enjoy their work, and are proud they work for the city.
- 5. Our employees mean well, may not work as hard as the private sector, don't get paid enough, but get by.
- 1. Most of our employees do not like their job, we have lots of turnover, get many claims (workers comp, discrimination, etc.), and we have a difficult time attracting good employees.

### **Part 5 – What does the public think of your city?**

What does the public think about your city? (apply a rating from between 10 and 1)

10. We have very little public input at meetings as the public seems to trust our elected officials to make good decisions; we seldom have a disgruntled citizen appear at a meeting, and when we do, the discussion is civil and respectful. The City has a good reputation and is seen as a leader in the region.

5. The public doesn't seem to care what we do and does not pay much attention to what we are doing.

1. There seems to be little or no public confidence in the decisions made by the city; we continually have disgruntled citizens appearing at meetings and criticizing how we do business.

### **Part 6 – How well do you handle a crisis?**

What well does your city handle a crisis? (apply a rating from between 10 and 1, with 10 being the best possible)

10. We come together as a team, we work very hard, we are not afraid to ask for help and we have other entities offer to help us; after the crisis is over, we evaluate how well we handled the event and strive to do better next time. We never engage in the blame game.

5. We stumble through.

1. We live in crisis, are always dealing with everyone trying to blame everyone else, and can't manage or plan for anything.

### **Part 7 – Economic Development**

How active are you with economic development? (apply a rating from between 10 and 1, with 10 being the best)

10. We are continually working on economic development projects, are very optimistic that better times are ahead, that we can complete a good project, and are always trying to get economic growth.

5. If something comes along, we try to help.

1. We have not pursued an economic development project in years, have not had any growth, and are simply trying to hold on to what we've got – it is difficult to have hope for the future.

### **Part 8 – Planning and Goal Setting**

How well do you plan and set goals for city projects? (apply a rating from between 10 and 1, with 10 being the best)

10. The elected officials, administration and all staff work well to create well defined goals of the city that we all work to accomplish.

5. Every once in a while, we get around to talking about a project we want to accomplish; we even follow through on some of them.

1. We're lucky to get our jobs done day to day; we have no plan for next week, much less next year; everyone just does their own thing.

## **Part 9 – Administration**

How stable has your upper management been? (apply a rating from between 10 and 1, with 10 being the best)

10. Management has been stable for a long time; we have found a way to work together, to set goals, to communicate well, and it has ensured continuity in management. If we do have turnover, we attract good candidates because the city is a good place to work for its administrator.

5. Our leadership changes regularly and we readjust and take a new direction to how we approach city business; sometimes it improves and sometimes it doesn't.

1. The administrative leadership of the city is constantly changing, whether it needs to or not; administrators have not been treated well in the past, are underpaid, and really don't want to work in my city.

## **Part 10 - Communication**

How well do you communicate with each other? (apply a rating from between 10 and 1, with 10 being the best)

10. Everyone, from elected officials to the lowest staff, is well informed about the major activities of the city; we all are able to speak our mind, and there are no secrets amongst the elected officials and staff, as all feel free to express their opinion without fear of retribution.

5. We get random information, hit and miss, with no continuity.

1. We have no idea what is going on with the city; the elected officials and administration only meet when required; staff many times has no idea about what is going on with major projects.



**Score Sheet (Rate each 1-10, with 10 being the best or most stable score)**

- 1. Financial Stability \_\_\_\_\_
- 2. Governing Body Stability \_\_\_\_\_
- 3. Meetings \_\_\_\_\_
- 4. Employees \_\_\_\_\_
- 5. Public Image \_\_\_\_\_
- 6. Crisis Management \_\_\_\_\_
- 7. Economic Development \_\_\_\_\_
- 8. Planning and Goal Setting \_\_\_\_\_
- 9. Administration \_\_\_\_\_
- 10. Communication \_\_\_\_\_
- TOTAL** \_\_\_\_\_

## HOW STABLE IS YOUR CITY?

How to improve your scores:

### **1. FINANCIAL STABILITY**

- a. Create a written policy that establishes financial goals for the city, approved by council resolution that gives clear direction to staff
- b. Determine an appropriate reserve policy with realistic goals
- c. Clear, simple monthly reports to elected officials

### **2. GOVERNING BODY STABILITY**

- a. Annual training, including training to staff and the elected officials about meeting protocol.
- b. Create an elected official handbook
- c. Regular meetings with staff to ensure that all are working on the projects that are important
- d. Code of ethics for the elected officials
- e. Best Practices resolution for oversight
- f. Professionalism will attract professionals
- g. Does your Mayor know the role the Mayor should have in your form of government?
- h. Develop a transition training program for newly elected officials that is consistent and complete.

### **3. MEETINGS**

- a. Respect for fellow elected officials
- b. Business meetings
- c. Clear meeting rules
- d. A good balance of public input limited to agenda topics

### **4. EMPLOYEES**

- a. How do you instill pride in their work?
- b. Improve uniforms/appearance with employee input.
- c. Good salary and benefits
- d. A sense of being a part of a team that works toward a common goal
- e. Do you show appreciation to your employees?

## **5. PUBLIC IMAGE**

- a. Good meetings
- b. What do your city properties look like
- c. What does your city equipment look like
- d. Do you distribute public information (newsletter; email list) that gets the good news of the city out to the public
- e. Do you show appreciation to your vendors?
- f. Do you pay on time?
- g. Customer Service training
- h. Create a list of what your city does well and get the message out!

## **6. CRISIS MANAGEMENT**

- a. Understand everyone's role
- b. Understand operations before an event
- c. Have elected officials toured emergency management facilities and understand who is in charge during various emergencies?

## **7. ECONOMIC DEVELOPMENT**

- a. Have you set goals for economic development
- b. Does the city own land for development
- c. Does your city have an economic development director or contract

## **8. PLANNING AND GOAL SETTING**

- a. Annual or regular goal setting meetings with written results
- b. Short term and long range planning
- c. Clear communication about goals

## **9. ADMINISTRATION**

- a. Identify strengths and a good working relationship
- b. Communication about expectations
- c. Best Practices for oversight
- d. Build trust and maintain trust between the elected officials and administration.

## **10. COMMUNICATION**

- a. Create a communication system that is agreed to, that may include:

- Weekly reports
- Annual report
- City newsletter
- Employee newsletter
- Email of important events
- b. Council committees
- c. Informal time with elected officials for management



**Assistant City Manager**

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

## **MEMORANDUM**

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager of Administration

DATE: November 21, 2017

RE: Discussion and Consideration of adopting a resolution authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Conversion Grants Fund.

---

Attached is a resolution authorizing application for financial assistance from the Association of Central Oklahoma Governments' Public Fleet Conversion Grants Fund. The City of Midwest City is applying for a grant for the incremental cost of a CNG Residential Automated Side Loader for the Sanitation Department.

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

*Tim L. Lyon*

---

Tim L. Lyon, Assistant City Manager

Attachment

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

RESOLUTION NO. 2017-\_\_

**A RESOLUTION AUTHORIZING APPLICATION FOR  
FINANCIAL ASSISTANCE FROM THE ASSOCIATION OF  
CENTRAL OKLAHOMA GOVERNMENTS' PUBLIC FLEET  
CONVERSION GRANTS FUND**

**WHEREAS**, the City of Midwest City desires to seek financial assistance through the ACOG Public Fleet Conversion Grants Fund for CNG Residential Automated Side Loader in the City of Midwest City; and

**WHEREAS**, it is in the best interest of the City of Midwest City to expedite the preparation and submission of an application for financial assistance from the ACOG Public Fleet Conversion Grants Fund in the form of a grant;

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and the City Council of the City of Midwest City, Oklahoma is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application through the ACOG Public Fleet Conversion Grants Fund on behalf of the City of Midwest City.

**PASSED AND APPROVED** by the City of Mayor and Council of the City of Midwest City, Oklahoma, this \_\_ day of \_\_\_\_\_, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
MATTHEW D. DUKES II, MAYOR

ATTEST:

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

**APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PHILIP W. ANDERSON, City Attorney

**LOCAL GOVERNMENT OR SCHOOL DISTRICT  
CO-SPONSOR CERTIFICATION**

As the Mayor of the City of Midwest City, I hereby certify that I am familiar with the ACOG Public Fleet Conversion Grants Fund for the OCARTS region, and I or my legal counsel have reviewed the statutory criteria for eligibility and participation in the ACOG Public Fleet Conversion Grants Funds. Further, that I have reviewed the ACOG Public Fleet Conversion Grant fund policies, guidelines and rating criteria for the OCARTS region.

The undersigned acknowledge and understand:

1. That the completed ACOG Public Fleet Conversion Grants application forms with attached information and the rating criteria for projects will be the only basis utilized to score applications. Any of the specified rating criteria not addressed in the ACOG Public Fleet Conversion Grants Application forms will not be assigned points, and a zero point score will be recorded for that item.
2. The grant applicant hereby represents that it will be fully accountable and responsible for all of the grant project implementation, operations and ongoing maintenance. The grant applicant specifically understands that the local or county government, or school district co-sponsor has no responsibility for any of the grant project implantation, operations or ongoing maintenance, except as otherwise agreed upon between the parties in a separate, written agreement.

\_\_\_\_\_  
(Name, Title, Signature of ACOG Public Fleet  
Conversion Grants Applicant/Beneficiary)

\_\_\_\_\_  
Date

CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

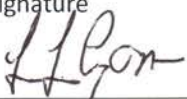
\_\_\_\_\_  
MATTHEW D. DUKES II, MAYOR

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

**APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PHILIP W. ANDERSON, City Attorney

## SECTION 10 - ASSURANCES & RESOLUTIONS

Please affirm your understanding of the following project conditions by initialing in the spaces provided:	
Initial each shaded block below ↓	
	Private organizations proposing projects must be contracted to a public entity for public services and must have a public sponsor (a local government unit or transit operator).
	In the case of alternative fuel infrastructure projects, the project sponsor or private partner must provide matching dollar funding of a minimum of 20% cost share for eligible expenses.
	This is a reimbursement program. The applicant organization must finance the project until Federal reimbursement funds are available.
<b>I hereby certify that the statements contained within the foregoing Application for ACOG CLEAN AIR Grants for Public Fleets are true and complete to the best of the applicant's knowledge and understanding.</b>	
Name of Applicant Organization The City of Midwest City	
Name of Authorized Official Mr. Tim Lyon	Title Assistant City Manager
Signature 	Date 11/17/17

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

My Commission number: \_\_\_\_\_





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

**MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: November 28, 2017

SUBJECT: Discussion and consideration of 1) approving and entering into an agreement for FFY 2018 with the Oklahoma Highway Safety Office to establish the terms and conditions of receiving a Metro Area Traffic Task Force grant (Primary Program Area: Impaired Driving) in the amount of \$44,630.00; and 2) authorizing the mayor and/or city manager to approve and execute the necessary and appropriate documents to effect the grant.

---

The Midwest City Police Department requests that you enter into an agreement for FFY 2018 with the Oklahoma Highway Safety Office for a grant for the City of Midwest City in the amount of \$44,630.00 which will fund overtime enforcement in support of the state and national goals to reduce the incidence of impaired driving in the community. The grant carries special conditions which are to be met during the duration of the agreement. These conditions require that all expenditures be encumbered by the City of Midwest City Police Department and then be reimbursed through the Oklahoma Highway Safety Office. Grant contract period is from October 1, 2017 to September 30, 2018.

Staff recommends approval.

---

Brandon Clabes  
Chief of Police

Attachments

**Title of Contract:** Midwest City Impaired Driving Enforcement

**OHSO Project Number:** AL-18-03-05-15

**Award Amount:** \$44,630.00

**CFDA Number:** 20.6000000

**FAIN**

**Number:** 18X9204020OK18

**TTA Number:**

**OHSO Project Number:**

**Award Amount:**

**CFDA Number:**

**FAIN Number:**

**TTA Number:**

**TOTAL AWARD:** \$44,630.00

**Project Period:** Oct 01, 2017 – Sep 30, 2018

**Primary Program Area:** Impaired Driving

**Organization:** Midwest City Police Department

**Address:** 100 N. Midwest Blvd.

**City:** Midwest City

**State:** OK

**Zip:** 73110

**FEI Number:** 736027530

**DUNS Number:** 077326601

**Project Director:** Joel Warner

**Title:** Lieutenant

**Phone Number:** (405) 739-1319

**Fax Number:** (405) 739-1398

**Project Goals:**

To reduce the number of alcohol-related KAB crashes in Midwest City from 4 in 2015 to 2 in 2018 (OHSO Crash Data).

To reduce the number of drug-related KAB crashes in Midwest City from 3 in 2015 to 1 in 2018 (OHSO Crash Data).

**Problem Identification:**

Midwest City is a suburb east of Oklahoma City with a geographical area of 26 square miles. According to the Oklahoma Department of Commerce's Population Estimates by Place, Midwest City is the eighth largest city in the state of Oklahoma, with a population estimated at 54,371. It is a central location for industrial trade and a large number of commuters pass through the city limits due to the close proximity to Tinker Air Force Base. Statistics indicate a direct correlation between traffic citations and crashes. When fewer citations are issued there are more crashes. In addition, crash severity is increased when impaired driving is involved.

According to the OHSO's 2015 crash data, Midwest City shows 120 KAB crashes and 4 Alcohol-related KAB crashes. Both of these place the city in the middle third appearing to not have much of a problem; however, this grant is intended to maintain or reduce the number of crashes for 2018.

**Project Description:**

The Midwest City Police Department will conduct overtime enforcement in support of the State and National goals to reduce the incidence of impaired driving in our community. This will be accomplished through enhanced enforcement efforts using highly motivated officers working in an overtime capacity to identify impaired driving violations and driving behaviors. The Project Director will utilize all data and reference sources to identify those times, and locations having a significant crash rate involving impaired drivers including but not limited to, DDACTS, and ATACRAIDS, crash reports, arrest records, and public complaints. Officers will be assigned to work high visibility enforcement (HVE), and saturation patrols in identified areas, specifically US Highway 62, parts of Interstate 40, and the major street arteries that cross the city particularly East Reno Avenue, SE 15th Street, and S.E. 29th Street. Saturation patrols and/or sobriety checkpoints will be conducted as part of the cooperation with ENDUI task force efforts as much as possible. Public Information and Education (PI&E) activities will be conducted on a monthly basis as part of the HVE effort to inform and educate the public on the dangers of impaired driving as well as the agency's ongoing effort to deter this activity. Increased activity will be directed towards the two designated statewide impaired driving mobilizations occurring around Labor Day in September, and the holiday period in the month of December.

Funding is provided for out-of-state travel for project personnel to attend the Lifesavers Conference to learn new and improved strategies in impaired driving enforcement and submit a report to the OHSO to assist in statewide planning efforts.

The Midwest City Police Department will employ the following evidence-based strategies in conducting grant related activities:

1) High Visibility Saturation Patrols

- 2) High Visibility Sobriety Checkpoints
- 3) Integrated Enforcement
- 4) Preliminary Breath Test Devices and/or Passive Alcohol Sensors

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I—Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions -- Part II; Specific Agreements – Part III; and Certification pages.

In addition, the grantee agrees to the following:

1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.
2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

In accordance with OMB Circular A-133, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA).

On the chart below, locate the "Start of Project Number" for each grant awarded to obtain the information your agency's financial department will need for Federal/State reporting purposes.

Start of Project Number	Equivalent FAST Act#	Program Area	CFDA No.	Award Name	Section No.
AI	FASTAI	Accident Investigation	20.6000000	State and Community Highway Safety	402
AL	FASTAI	Alcohol	20.6000000	State and Community Highway Safety	402
DE	FASTDE	Driver Education	20.6000000	State and Community Highway Safety	402
MC	FASTDE	Motorcycle Safety	20.6000000	State and Community Highway Safety	402
OP	FASTOP	Occupant Protection	20.6000000	State and Community Highway Safety	402
PS	FASTPS	Pedestrian Safety	20.6000000	State and Community Highway Safety	402
PT	FASTPT	Police Traffic Services	20.6000000	State and Community Highway Safety	402
RH	FASTRH	RailRoad/Highway Crossings	20.6000000	State and Community Highway Safety	402
SE	FASTSE	Speed Enforcement	20.6000000	State and Community Highway Safety	402
TR	FASTTR	Traffic Records	20.6000000	State and Community Highway Safety	402
TSP	FASTTSP	Traffic Safety Program	20.6000000	State and Community Highway Safety	402

M2	N/A	MAP 21 405b OP Low	20.6160000	Occupant Protection	405b
M3	N/A	MAP 21 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405C
M5	N/A	MAP 21 405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d
M9	N/A	MAP 21 405f Motorcyclist Programs	20.6160000	Motorcyclist Safety	405f

F2	FASTM2	FAST Act 405b OP Low	20.6160000	Occupant Protection	405b
F3	FASTM3	FAST Act 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405C

F5	FASTM5	FAST Act 405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d
F9	FASTM9	FAST Act 405f Motorcycle Programs	20.6160000	Motorcyclist Safety	405f

**Budget Summary Projections**

Cost Category Items	1st Quarter			2nd Quarter		
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.
<b>I. Personnel</b>						
A. Salaries	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00
B. Benefits	\$252.00	\$252.00	\$252.00	\$252.00	\$252.00	\$252.00
<b>II. Travel</b>						
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$0	\$0	\$0	\$0	\$0	\$0
<b>III. Operating Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>IV. Contractual Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>V. Equipment</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Monthly Total</b>	<b>\$3,552.00</b>	<b>\$3,552.00</b>	<b>\$3,552.00</b>	<b>\$3,552.00</b>	<b>\$3,552.00</b>	<b>\$3,552.00</b>

	3rd Quarter			4th Quarter			Annual Total
	Apr	May	Jun	Jul	Aug	Sep	
<b>I. Personnel</b>							
A. Salaries	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$39,600.00
B. Benefits	\$252.00	\$252.00	\$252.00	\$252.00	\$252.00	\$258.00	\$3,030.00
<b>II. Travel</b>							
A. In-State Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Out-of-State Travel	\$2,000.00	\$0	\$0	\$0	\$0	\$0	\$2,000.00
<b>III. Operating Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>IV. Contractual Costs</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>V. Equipment</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Monthly Total</b>	<b>\$5,552.00</b>	<b>\$3,552.00</b>	<b>\$3,552.00</b>	<b>\$3,552.00</b>	<b>\$3,552.00</b>	<b>\$3,558.00</b>	<b>\$44,630.00</b>

<b>Cost Category Item: I.A. 1</b>		<b>Project Number: AL-18-03-05-15</b>				
<b>Description:</b> Salary for overtime enforcement (PI&E (rate not to exceed 1.5 times regular hourly rate unless contractually required and pre-approved by OHSO).						
<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>Semi-Annual</b>
\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$19,800.00
<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>ANNUAL</b>
\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,300.00	\$39,600.00

<b>Cost Category Item: I.B. 1</b>		<b>Project Number: AL-18-03-05-15</b>				
<b>Description:</b> Benefits for overtime enforcement (rate not to exceed 7.65% unless contractually required and pre-approved by OHSO).						
<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>Semi-Annual</b>
\$252.00	\$252.00	\$252.00	\$252.00	\$252.00	\$252.00	\$1,512.00
<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>ANNUAL</b>
\$252.00	\$252.00	\$252.00	\$252.00	\$252.00	\$258.00	\$3,030.00

<b>Cost Category Item: II.B. 1</b>		<b>Project Number: AL-18-03-05-15</b>				
<b>Description:</b> Out-of-State travel to the Lifesavers Conference, to include: registration, lodging, M&IE, and transportation expenses in accordance with the State Travel Reimbursement Act.						
<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>Semi-Annual</b>
						\$0
<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>ANNUAL</b>
\$2,000.00						\$2,000.00

<b>Cost Category Item:</b>		<b>Project Number:</b>				
<b>Description:</b>						
<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>Semi-Annual</b>
						\$0
<b>APR</b>	<b>MAY</b>	<b>JUN</b>	<b>JUL</b>	<b>AUG</b>	<b>SEP</b>	<b>ANNUAL</b>
						\$0

<b>Cost Category Item:</b>		<b>Project Number:</b>				
<b>Description:</b>						
<b>OCT</b>	<b>NOV</b>	<b>DEC</b>	<b>JAN</b>	<b>FEB</b>	<b>MAR</b>	<b>Semi-Annual</b>

						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
---------------------	--	-----------------	--	--	--	--

Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

**\*\* SECTION 2 \*\***

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0



APR	MAY	JUN	JUL	AUG	SEP	ANNUAL	\$0
-----	-----	-----	-----	-----	-----	--------	-----

Cost Category Item:		Project Number:					
Description:							
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual	\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL	\$0

Cost Category Item:		Project Number:					
Description:							
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual	\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL	\$0

Cost Category Item:		Project Number:					
Description:							
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual	\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL	\$0

Cost Category Item:		Project Number:					
Description:							
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual	\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL	\$0

Cost Category Item:		Project Number:				
Description:						

OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Cost Category Item:		Project Number:				
Description:						
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
						\$0
APR	MAY	JUN	JUL	AUG	SEP	ANNUAL
						\$0

Activity/Milestones Projections

			MILESTONE PROJECTIONS												
Activity #	Project #	Description	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Total
			Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	
1	AL-18-03-05-15	Hours of overtime impaired driving enforcement worked (based on OT rate of \$50/Hour)	66	66	66	66	66	66	66	66	66	66	66	66	792
2	AL-18-03-05-15	Number of DUI/DWI/APC arrests made (target is to average 1 arrest for every 12 hours)	6	6	6	6	6	6	6	6	6	6	6	6	72
3	AL-18-03-05-15	Number of other written contacts/arrests (do not include any DUI/DWI/APC arrests reported in the above milestone).													0
4	AL-18-03-05-15	Number of saturation patrols and/or sobriety checkpoints conducted or participated in.			1			1			1			1	4
5	AL-18-03-05-15	Number of PI&E activities conducted (to include media contacts, traffic safety presentations, etc.)	1	1	1	1	1	1	1	1	1	1	1	1	12
6	AL-18-03-05-15	Submit narrative report on Lifesavers Conference with at least two recommendations for improving traffic safety efforts in Oklahoma.							1						1
															0
															0
															0
															0
															0
															0
															0
															0
															0
															0
															0
															0

**Activity/Milestones Projections**

																			0
--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	---

## General Provisions - Part II

### REGULATIONS AND DIRECTIVES

The Grantee, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.
2. The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Hatch Act (Political Activity), 5 U.S.C. Sections 1501-1508 and 5 CRF Part 151.
4. Buy America Act, 23 U.S.C. 101.
5. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:
  - (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. Prohibition on using grant funds to check for helmet usage (applies to subrecipients as well as State): The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycles.

7. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- Restriction on State Lobbying; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### 8. Equipment Purchased with Highway Safety Funds

- Ownership of equipment purchased is vested in the Grantee, who must use the property only for the authorized purpose of this project(49 CFR, Part 18 (Common Rule) )
- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory
- Equipment maintenance and liability coverage are the Grantee's responsibility
- Grantee shall not remove, transfer, or dispose of the property without prior written approval from OHSO
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report

To dispose of ANY equipment, the Grantee MUST:

- (1) Write a letter of request to OHSO;
- (2) State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
- (3) Maintain equipment until Grantee receives letter of approval;
- (4) Return Equipment to OHSO.

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

**Instructions for Lower Tier Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily exclude from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



### Specific Agreements - Part III

Grantee shall adopt (if none presently exists) and enforce a safety belt use policy requiring all employees and others riding in Grantee vehicles and/or on Grantee business to use safety belts in accordance with State law.

Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of your entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant award.

Grantee shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.

Grantee shall encourage all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures

Grantee shall submit monthly activity and reimbursement reports (including all appropriate documentation) to OHSO. Reports shall be submitted within 30 days of the end of the reporting month. Failure to comply with this 30-day limit may result in denial of the reimbursement claim.

Reports should include, as a minimum, the following:

1. Project Director's Report.
2. Budget Summary (include all cumulative year-to-date information).
3. Budget Details (include all cumulative year-to-date information).
4. Activity Milestones (include all cumulative year-to-date information).
5. Financial documentation for the current report (time sheets, payroll documents, invoices, purchase orders, and/or other appropriate verification of expenditures).
6. Activity documentation for the current report (include information on all projected activities whether completed or not, and any additional activities that were conducted; an explanation should be provided for any activities not completed).
7. Any additional, pertinent information to the project for the current reporting period.

In accordance with 2 CFR 200, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administrations (NHTSA). Other pertinent information can be found on the Grant Agreement Summary – Part 1 page of the Award Documents providing the Grantee with information the agency's financial department will need for Federal/State

reporting purposes. A Grantee's agency may be subject to audit under 2 CFR 200. Unless other arrangements are made, any required audit cost is the responsibility of the Grantee.

Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/ Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.)

These "Specific Agreement" topics have been provided in an effort to assist grantees. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.

The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.

Printed Name of Chief Executive Officer: Guy Henson

Title: City Manager

Date: Sep 29 2017 8:32AM

**NOTE: The Authorizing Official is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Authorizing Official must be a state agency head, mayor, city manager, chairperson of the County Commission or an authorized tribal leader. The Chief of Police or Sheriff is not generally an authorized signatory.**

Signature: \_\_\_\_\_



**Emergency Management**

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and City Council

From: Mike Bower, Midwest City Emergency Manager

Date: November 28, 2017

Subject: Discussion and Consideration of approving a resolution establishing: 100% of all fees and taxes for 9-1-1 emergency telephone service to be collected by ACOG for the period July 1, 2017 through June 30, 2018.

The resolution allows ACOG to collect 100% of all fees and taxes for 9-1-1 emergency telephone services to be collected by ACOG for the period July 1, 2017 through June 30, 2018.

Mike Bower

Mike Bower  
Emergency Manager



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

DATE: November 9, 2017

Oklahoma 9-1-1 Management Authority:

Mr. Chairman:

The attached map accurately reflects the population and the call-taking boundaries of the City of Midwest City, Oklahoma, for the 9-1-1 public safety answering point for this jurisdiction. I represent the governing authority for the 9-1-1 public safety answering point, and am authorized to certify this information to you.

Name of the 9-1-1 agency that answers calls:

City of Midwest City PSAP

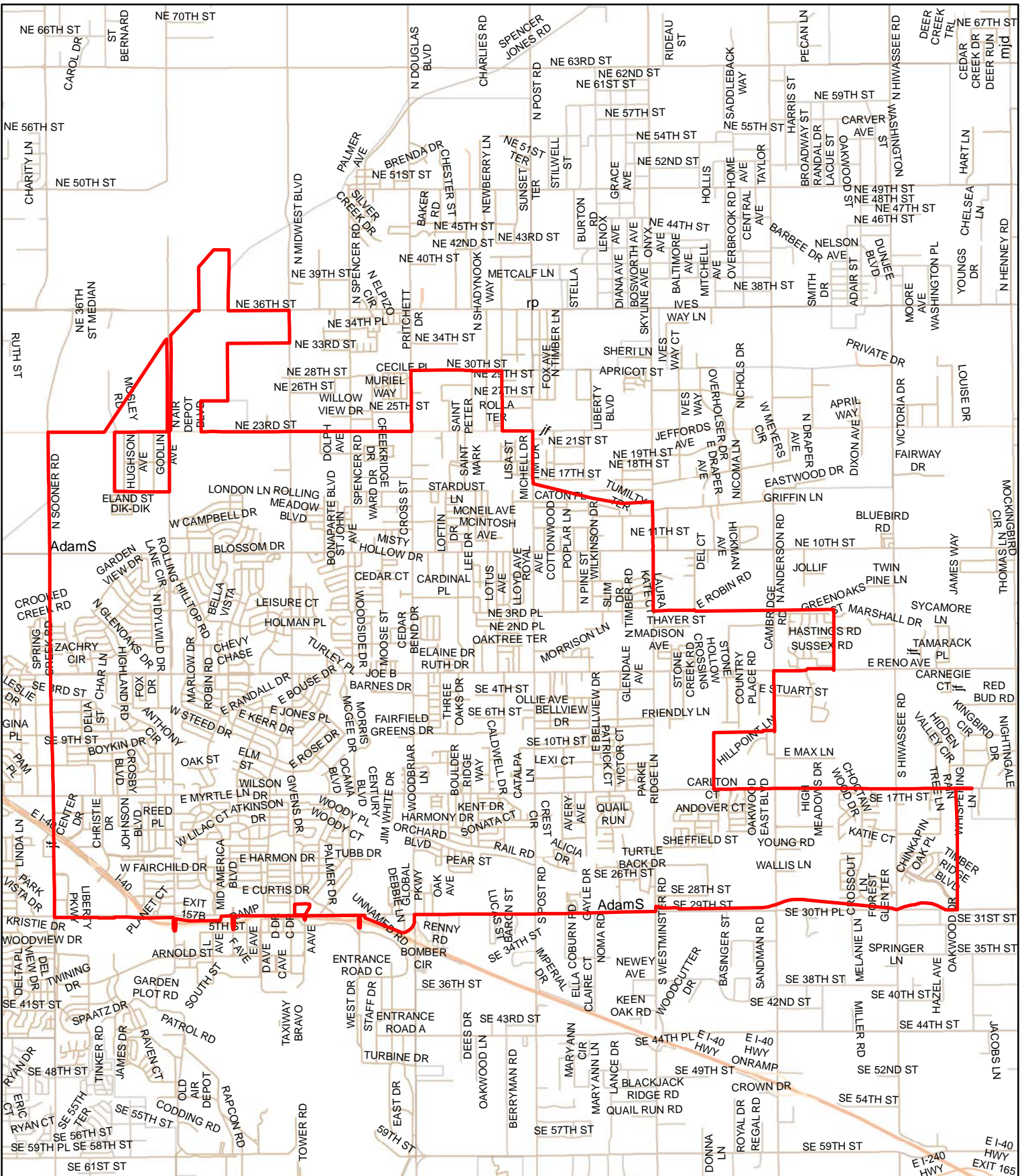
Contact person: Mike Bower  
Email: mbower@midwestcityok.org

Further, as a voluntary member of the 9-1-1 Association of Central Oklahoma Governments for the Central Oklahoma region I hereby represent and direct that all 9-1-1 fees under Oklahoma law due to this jurisdiction shall be paid to: 9-1-1 ACOG, 4205 North Lincoln, Oklahoma City, Oklahoma, 73105, Attn: John G. Johnson, Executive Director.

Sincerely, Mike Bower

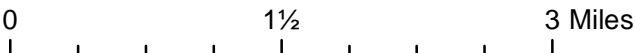
Emergency Operations Director  
Title

# ACOG COMMUNITY MIDWEST CITY



**2010 Population 54368**  
**2017 C/A Population 59355**

ACOG\_911-0164\_MIDWESTCITY



This map/data was created and assembled by ACOG for your informational, planning reference and guidance only. None of these materials should be utilized by you or other parties without the benefit of advice and instruction from appropriate professional services. These materials are not verified by a Registered Professional Land Surveyor for the State of Oklahoma and are not intended to be used as such. ACOG makes no warranty, express or implied, related to the accuracy or content of these materials and map/data.



4205 N Lincoln Blvd  
 Oklahoma City, OK 73105  
 Telephone: (405) 234-2264  
 FAX : (405) 234-2200

Resolution 2017-\_\_\_\_\_

ASSIGNMENT OF 9-1-1 FEES TO 9-1-1 ACOG

WHEREAS the **City of Midwest City**, Oklahoma, is and has been a voluntary Member of the 9-1-1 Association of Central Oklahoma Governments (hereinafter 9-1-1 ACOG), created pursuant to the Interlocal Cooperation Act, Title 74 O.S., section 1001 *et seq.*, for the purpose of creating an association of entities to more efficiently and effectively use their powers by cooperating and provisioning emergency communication procedures, services and facilities for residents of the cities, towns and counties located in the ACOG Central Oklahoma area.

WHEREAS each of the Members of 9-1-1 ACOG understand and acknowledge that the primary function of 9-1-1 ACOG is to administer the planning, design, procurement, installation and operation on behalf of the Members of the procedures, equipment and facilities of every sort pertaining to the operation of the 9-1-1 emergency telephone system in Central Oklahoma. Further, that the function of 9-1-1 ACOG is to receive, administer and monitor the receipt and dispersal of such portions of the taxes and fees levied for 9-1-1 purposes for support and maintenance of the system as is required and determined by the Members.

WHEREAS it is necessary for the financing of the operations and functioning of 9-1-1 ACOG that all of the fees and taxes, which are to be received by the local government authority, shall be assigned and directed to 9-1-1 ACOG to be utilized to support the respective portion of each Member's obligations for contractual, administrative, equipment and service of the regional 9-1-1 system. All of said fees and taxes include those as authorized by Title 63 O. S. section 2811 and following; and the newly enacted 9-1-1 Act as authorized by Title 63 O.S. sections 2861 and following, which include 1) a seventy-five cents monthly fee on each wireless telephone connection; 2) a seventy-five cents monthly fee on each service that is enabled by Voice over Internet Protocol (VoIP) or Internet Protocol (IP); and seventy-five cents on each prepaid wireless retail transaction occurring in this state.

NOW THEREFORE, the **City of Midwest City**, Oklahoma, pursuant to its police powers and authority as a local governmental unit and as the authorized recipient of any and all 9-1-1 fees and taxes under Oklahoma law, does hereby, for good and valuable consideration, grant and convey unto the 9-1-1 ACOG all of its right, title, interest, estate and every claim and demand, both at law and in equity, in and to all of the following property: 100% of all fees and taxes for the provisioning of 9-1-1 emergency telephone service, to which it may be entitled from any telephone

service provider, or the Oklahoma Tax Commission of the State of Oklahoma, as authorized under the statutory authority of Title 63, Oklahoma statutes, or any other legal authority; together with all the singular rights thereunto belonging, for the duration and balance of the entire fiscal year ending June 30, 2018.

IN WITNESS WHEREOF, this Assignment of 9-1-1 fees to 9-1-1 ACOG is executed on behalf of the **City of Midwest City**, Oklahoma, pursuant to a duly adopted Resolution of its City council, approved this \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
MATHEW D. DUKES II, MAYOR

ATTEST:

\_\_\_\_\_  
Sarah Hancock, City Clerk

APPROVED as to form and legality this \_\_\_\_ day of November, 2017:

\_\_\_\_\_  
Philip W. ANDERSON, City ATTORNEY





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

TO: Honorable Mayor and Council

FROM: Terri L. Craft, Grants Manager

DATE: November 28, 2017

SUBJECT: Discussion and consideration of awarding a bid to EMC Services LLC in the amount of \$193,218 for the construction of (8) bus stop shelters along EMBARK Route 15 in Midwest City.

On Thursday, October 26, 2017 at 2:00 p.m., bids were opened for the construction of (8) bus stop shelters and an add-alternate for (2) additional locations. Bids were submitted by EMC Services LLC, Rudy Construction Co., and Tri-City Seal Co., Inc. EMC Services LLC submitted the lowest and best bid with a base bid of \$193,218.00, add-alternate amount of \$42,836.00 for a total bid of \$236,054.00. Staff is recommending award of the base bid only.

The base bid reflects construction and ADA site work at (8) existing bus stops along Route 15. Shelters are 5' x 10 with incorporated bench, map case, ad box, solar lighting and trash receptacle.

Funds are available through the Street Tax Fund. Staff recommends approval.

Terri L. Craft  
Grants Manager

**Bid Tab - Bus Shelter Project, October 26th Bid, Midwest City OK**

Pay Item	Description	Unit	QTY	Engineer's Estimate		EMC Services LLC		Rudy Construcion Co		Tri-City Seal Co., Inc.	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1 221(C)2801	Temporary Silt Fence	LF	30	\$ 3.58	\$ 107.40	\$ 10.00	\$ 300.00	\$ 5.00	\$ 150.00	\$ 9.00	\$ 270.00
2 202(H) 0185	Earthwork	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 6,800.00	\$ 6,800.00	\$ 5,000.00	\$ 5,000.00	\$ 16,614.00	\$ 16,614.00
3 230(A)2806	Solid Slab Sodding	SY	107	\$ 3.53	\$ 377.71	\$ 11.00	\$ 1,177.00	\$ 10.00	\$ 1,070.00	\$ 6.00	\$ 642.00
4 415 6300	Concrete Joint Sealing	LF	102	\$ 7.43	\$ 757.86	\$ 9.00	\$ 918.00	\$ 4.00	\$ 408.00	\$ 15.00	\$ 1,530.00
5	Combined Curb & Gutter	LF	6	\$ 18.00	\$ 108.00	\$ 45.00	\$ 270.00	\$ 40.00	\$ 240.00	\$ 251.00	\$ 1,506.00
6 610(A)0602	4" Concrete Sidewalk	SY	110	\$ 50.39	\$ 5,542.61	\$ 97.00	\$ 10,670.00	\$ 150.00	\$ 16,500.00	\$ 90.00	\$ 9,900.00
7	Install Bus Shelter	EA	8	\$ 8,500.00	\$ 68,000.00	\$ 19,548.50	\$ 156,388.00	\$ 20,000.00	\$ 160,000.00	\$ 24,000.00	\$ 192,000.00
8 619(B)4792	Removal of Sidewalk	SY	110	\$ 16.65	\$ 1,831.50	\$ 21.00	\$ 2,310.00	\$ 10.00	\$ 1,100.00	\$ 38.00	\$ 4,180.00
9 880(J) 8905	Construction Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,250.00	\$ 3,250.00	\$ 10,000.00	\$ 10,000.00	\$ 6,112.00	\$ 6,112.00
10 641 1552	Mobilization	LS	1	\$ 12,951.49	\$ 12,951.49	\$ 3,200.00	\$ 3,200.00	\$ 10,000.00	\$ 10,000.00	\$ 17,989.00	\$ 17,989.00
11 642(B)0096	Construction Staking Level I	LS	1	\$ 2,901.75	\$ 2,901.75	\$ 4,600.00	\$ 4,600.00	\$ 2,000.00	\$ 2,000.00	\$ 4,278.00	\$ 4,278.00
12 610(A)0605	6" Concrete Sidewalk	SY	29			\$ 115.00	\$ 3,335.00	\$ 150.00	\$ 4,350.00	\$ 96.00	\$ 2,784.00
				Base Total	\$ 112,578.32	Base Total	\$ 193,218.00	Base Total	\$ 210,818.00	Base Total	\$ 257,805.00
Alt 1 415 6300	Concrete Joint Sealing	LF	37	\$ 7.43	\$ 274.91	\$ 9.00	\$ 333.00	\$ 4.00	\$ 148.00	\$ 15.00	\$ 555.00
Alt 2 610(A)0602	4" Concrete Sidewalk	SY	13	\$ 50.39	\$ 655.04	\$ 97.00	\$ 1,261.00	\$ 150.00	\$ 1,950.00	\$ 90.00	\$ 1,170.00
Alt 3	Install Bus Shelter	EA	2	\$ 8,500.00	\$ 17,000.00	\$ 19,548.50	\$ 39,097.00	\$ 20,000.00	\$ 40,000.00	\$ 24,000.00	\$ 48,000.00
Alt 4 619(B)4792	Removal of Sidewalk	SY	20	\$ 16.65	\$ 333.00	\$ 21.00	\$ 420.00	\$ 10.00	\$ 200.00	\$ 43.00	\$ 860.00
Alt 5 610(A)0605	6" Concrete Sidewalk	SY	15			\$ 115.00	\$ 1,725.00	\$ 150.00	\$ 2,250.00	\$ 96.00	\$ 1,440.00
					\$ 18,262.95		\$ 42,836.00		\$ 44,548.00		\$ 52,025.00
				Total w/Alt	\$ 130,841.26	Total w/Alt	\$ 236,054.00	Total w/Alt	\$ 255,366.00	Total w/Alt	\$ 309,830.00



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

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

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

---

To: Honorable Mayor and Council

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

Date: November 28, 2017

Subject: Discussion and consideration of accepting the bid of Allan Bolan for the sale of a small parcel of real estate generally located at the corner of Texas Avenue and Belleview Drive and shown as a public street on the plat of Pointon City Second Addition Blocks 6,7,8,9&10, located within the corporate boundaries of Midwest City, in the NE/4 of Section 6, T 11N R1W, Oklahoma County Oklahoma, being more fully described on Exhibit A attached hereto.

---

The sale of the property is required as the property is not needed for a City purpose. Notice was published Friday October 20, 2017 requiring bids no later than Tuesday November 14, 2017. Alan Boland is the sole bidder in the amount of One Thousand Dollars (\$1,000.00). The City of Midwest City is to convey its interest created by way of the plat of Pointon City Second Addition Blocks 6,7,8,9&10, being more particularly described in Exhibit A.

Staff recommends accepting the attached bid and conveying the interest of the City of Midwest City shown in Exhibit A.

Patrick Menefee, P.E.  
City Engineer

PM:lkb

Attachments

## **EXHIBIT A**

A tract or parcel of land located in Pointon City Second Addition Blocks 6,7,8,9 & 10 in NE/4 of Section 6 Township 11 North Range 1 West Oklahoma County Oklahoma; Beginning at the northeast corner of Lot 1 Block 8 thence east along the south line of Belleview Drive a distance of 60 feet to the northwest corner Lot 15 Block 10 thence south along the west line of said Lot 15 Block 10 a distance of 135 feet to the south line of said Pointon City Second Addition Blocks 6,7,8,9 & 10 thence west along said south line a distance of 60 feet to the southeast corner said Lot 1 Block 8 thence north along the east line of said Lot 1 Block 8 to the point or place of beginning.

Invitation for Sealed Bids

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

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

Published in: Beacon

Date Advertised: October 27, 2017

Bids must be in the Office of the City Clerk by no later than 2:00 p.m. on November, 14, 2017

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

A tract or parcel of land located in Pointon City Second Addition Blocks 6,7,8,9 & 10 in NE/4 of Section 6 Township 11 North Range 1 West Oklahoma County Oklahoma; Beginning at the northeast corner of Lot 1 Block 8 thence east along the south line of Belleview Drive a distance of 60 feet to the northwest corner Lot 15 Block 10 thence south along the west line of said Lot 15 Block 10 a distance of 135 feet to the south line of said Pointon City Second Addition Blocks 6,7,8,9 & 10 thence west along said south line a distance of 60 feet to the southeast corner said Lot 1 Block 8 thence north along the east line of said Lot 1 Block 8 to the point or place of beginning. This tract or parcel is to be closed for public use and contains 8100 square feet or 0.1859 acres.

\$150.00 minimum bid and continued maintenance of the property to City Code required.

BID Amount \$1000.00

~~FIRM~~

BY

Allan Boland

ADDRESS

10700 Belleview Dr. TYPE Self

Accepted by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Philip Anderson, Acting City Attorney

Bid Opening Date

November 14, 2017

Bid Item Enclosed

**BID RECEIVED**

**NOV 9 2017**

*6/15/17  
3:15pm*

**MIDWEST CITY  
CITY CLERK DEPT**

Tract of land located in

Pointon City Second Addition

Blocks 6,7,8,9 & 10 in NE/4 of Section 6

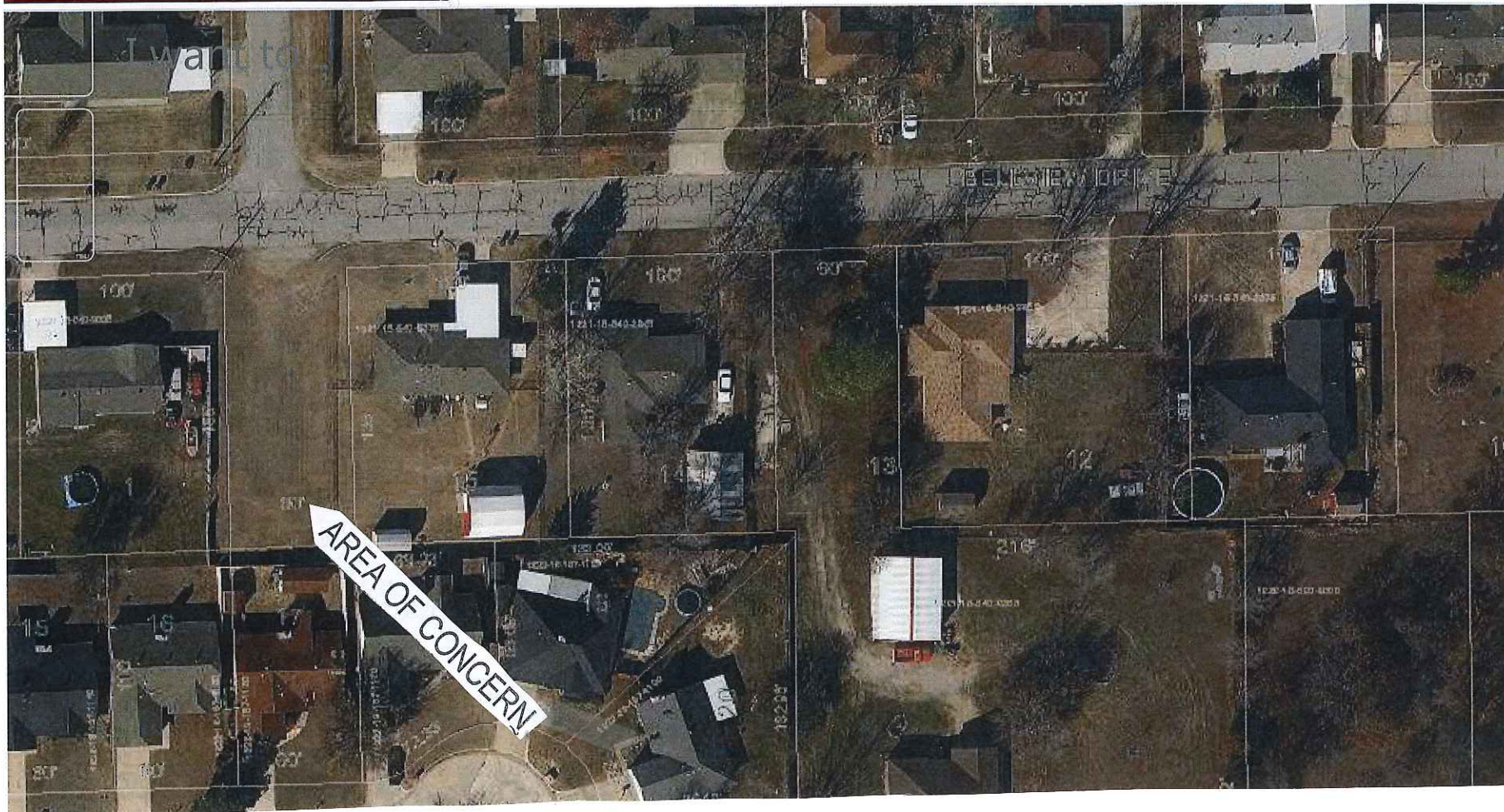
Township 11 North Range 1 West

Oklahoma County Oklahoma



Leonard Sullivan Oklahoma County Assessor

ONLINE MAPPING





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

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

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

TO : Honorable Mayor and City Council

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

DATE : November 28th, 2017

SUBJECT: Discussion and consideration of approving and adopting a resolution selecting H. W. Lochner as the engineer responsible for the annual city bridge inspections for compliance with National Bridge Inspection Standards.

The resolution is required in order to select an engineering firm to perform the annual bridge inspections within Midwest City according to the National Bridge Inspection Standards. The Oklahoma Department of Transportation provides several pre-qualified engineering firms that are interviewed for selection. H.W. Lochner was selected based on their experience.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.  
City Engineer

Attachment



RESOLUTION \_\_\_\_\_

CONCERNING BRIDGE INSPECTION RESPONSIBILITY  
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH  
NATIONAL BRIDGE INSPECTION STANDARDS  
Bridge Inspection Contracts for April 1, 2018 to March 31, 2020

WHEREAS, the City of Midwest City has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of Midwest City has the following options:

- (1) Select one of ODOT's prequalified engineering firms.
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).
- (3) Use the same consultant as Oklahoma County. A letter is attached stating that the County has agreed to cover the extra cost for the Federal local match of the city bridges.
- (4) Let ODOT make your selection.

Therefore, BE IT RESOLVED, by the City of Midwest City that it is their desire to select option #1 and choose

LOCHNER  
13439 Broadway Ext, Suite 101  
Oklahoma City, OK 73114

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST: BY \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of November 2017.

\_\_\_\_\_  
Philip W. Anderson, City Attorney



DISCUSSION ITEMS





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
ghenson@midwestcityok.org  
Office: 405-739-1204  
Fax: 405-739-1208  
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: November 28, 2017

SUBJECT: Discussion and consideration of a presentation by John Sharp of Association of Central Oklahoma Governments (ACOG) regarding an update on the Regional Transit Authority (RTA) Task Force.

---

Mayor Dukes, the Midwest City representative for the RTA has asked John to come and give the Midwest City Council an update on the Task Force's progress.

No action is necessary.

J. GUY HENSON  
City Manager



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

Billy Harless, Community Development Director

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

**To:** Chairman and Planning Commission

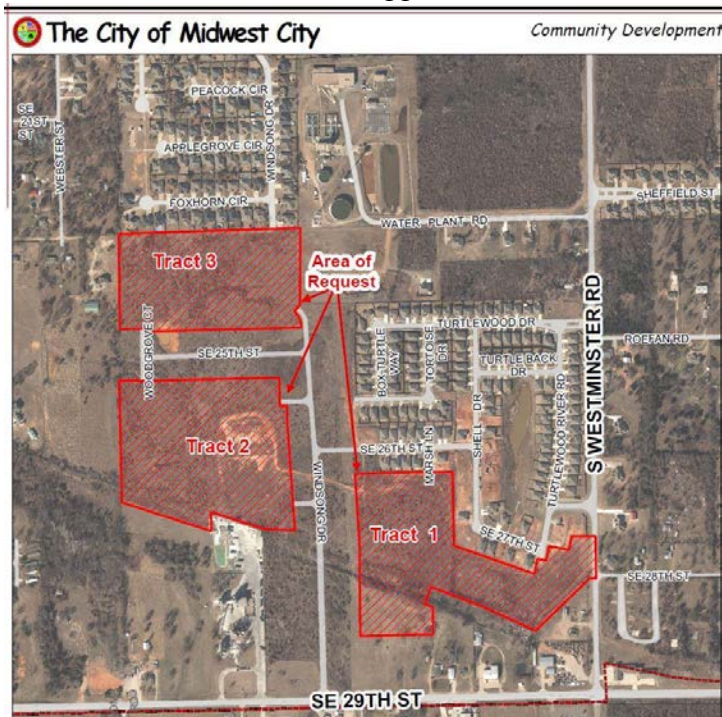
**From:** Billy Harless, Community Development Director

**Date:** November 28, 2017

**Subject:** (PC – 1929) Discussion and consideration of approval of the revised Preliminary Plat of the Turtlewood Addition described as a part of the SE/4 of Section 7, T-11-N, R-1-W.

**Executive Summary:**

This application is a revision of the preliminary plat for the Turtlewood Addition. About half of the entire area has been developed, with additional development planned for the west side of the total area. This revision is due to the circulation pattern being modified from the previous preliminary plat. As the original plat was heard under the previous Subdivision Regulations, this application will be heard in accordance with those regulations as well. The installation of public water, sewer and streets and sidewalks is a requirement throughout the remaining undeveloped area within this preliminary plat. This preliminary plat application does meet the requirements of the Subdivision Regulations, therefore, staff recommends approval.



**Dates of Hearing:**

Planning Commission –  
November 7, 2017  
City Council – November 28,  
2017

**Owner:** Shaz Investment, Inc.

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

**Proposed Use:** 213 single  
family residential development

**Size:**  
The area of request  
encompasses an area of 45.78  
acres, more or less.

**Zoning Districts:**

Area of Request – R-6, Single Family Detached Residential  
North and West – R-6, Single Family Detached Residential  
East - R-6, Single Family Detached Residential and A-1, Agriculture with a Special Use Permit  
South – R6, Single Family Detached Residential, Planned Unit Development and I-2, Moderate Industrial

**Land Use:**

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

**Municipal Code Citation:**

Chapter 38.81. (c) of the Municipal Code (prior to the 2012 update) reads in part, “A final plat must be in substantial compliance with the approved preliminary plat in order to be heard by the planning commission. A revised preliminary plat may be required if changes to the final plat are considered by the director to be substantial. Changes which may be considered to be substantial include the following:

- (1) Changes in lot dimensions;
- (2) Changes resulting in higher density;
- (3) Changes in circulation network;
- (4) Changes in drainage patterns;
- (5) Change in relationship between uses of land; and
- (6) Land use in general

**History:**

1. April 2004 – (PC-1529) Preliminary Plat of the Turtlewood Addition was approved.
2. July 2004 – (PC-1552) The Final Plat of Turtlewood Section 1 was approved.
3. September 2004 (PC-1560) The Preliminary Plat of Turtlewood 3<sup>rd</sup> was approved.
4. May 2006 (PC-1610) The Final Plat for Turtlewood 2<sup>nd</sup> Addition was approved.
5. July 2006 (PC-1616) A revised Preliminary Plat for the Turtlewood Addition was approved.
6. September 2009 (PC-1701) The Final Plat for Turtlewood Section 3 was approved.
7. December 2009 (PC-1706) The Final Plat for Turtlewood Section 4 was approved.
8. April 2013 (PC-1785) The Final Plat for Turtlewood Section 5 was approved.
9. Nov. 7, 2017 – The Planning Commission recommended approval of this item.

**Engineering Comments:**

Water Supply and Distribution

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

Six, eight, and twelve inch public water mains are located throughout the site providing service to the final platted sections of the Turtlewood Addition.

The applicant proposes to construct multiple public water line extensions through the remaining portions of the site to provide service to the area of request.

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

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

#### Sanitary Sewer Collection and Disposal

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

Eight (8) inch public sewer main are located throughout the site providing service to the final platted sections of the Turtlewood Addition.

The applicant proposes to construct multiple public sewer line extensions through the remaining portions of the site to provide service to the area of request.

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

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

#### Streets and Sidewalks

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

Public local streets and sidewalks have been constructed throughout the site providing service to the final platted sections of the Turtlewood Addition.

The applicant proposes to construct multiple public local streets and sidewalks through the remaining portions of the site to provide service to the area of request.

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

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

Drainage across the area of request is directed to existing detention facilities the applicant has constructed to service both the developed and proposed sections of the area of request.

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.

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

The applicant proposes to construct additional underground drainage improvements to service the area of request.

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

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

#### Easements and Right-of-Way

The required easements and 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 proposed side lot and rear lot utility easements, as well as previously dedicated utility and drainage easements are illustrated on the preliminary plat.

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

#### **Fire Comments:**

The Fire Marshal has reviewed this preliminary plat. The location of fire hydrants should be placed on the final plat document and must comply with Chapter 15 of the Municipal Code.

#### **Planning Comments:**

This item is being heard under the Subdivision Regulations prior to the 2012 update as the original and first revised preliminary plat applications were heard under those regulations.

Staff met with the applicant over the summer of 2017 to discuss moving forward to final plat further sections within the Turtlewood development. At that time, staff discovered that changes had been made to the circulation pattern from the revised preliminary plat approved in July 2006. These changes were made prior to the Final Plat of Turtlewood Section 5 being approved, however, a revised preliminary plat was not required at that time.

Changes from the first revision of the preliminary plat to the current proposal include changes in circulation. Streets that were shown on the previous preliminary plat as through streets have become dead-end streets and the location of the main street coming off SE 29<sup>th</sup> Street has been modified. In an effort to keep accurate records of development staff requested that the applicant submit a second revised preliminary plat that accurately reflects the circulation pattern.

Although the circulation pattern has been modified, the density has not been increased and the amount of park land exceeds that which was originally approved.

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

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

Several residents from the Windsong Addition attended the Planning Commission meeting. They were concerned that the revised Turtlewood Preliminary Plat may proposed a connection into the Windsong Addition and of the naming of Windsong Dr. in the Turtlewood Addition. Staff explained that there is no connection proposed between the two additions and that a street name change application will be heard by the Planning Commission on December 5, 2017 and the City Council on January 9, 2018 to change Windsong Dr. in the Turtlewood Addition to Snapper Dr.

As this request conforms to the requirement for the subdivision of land as set forth in the Municipal staff recommends approval of the revised Preliminary Plat for the Turtlewood Addition, subject to staff comments.

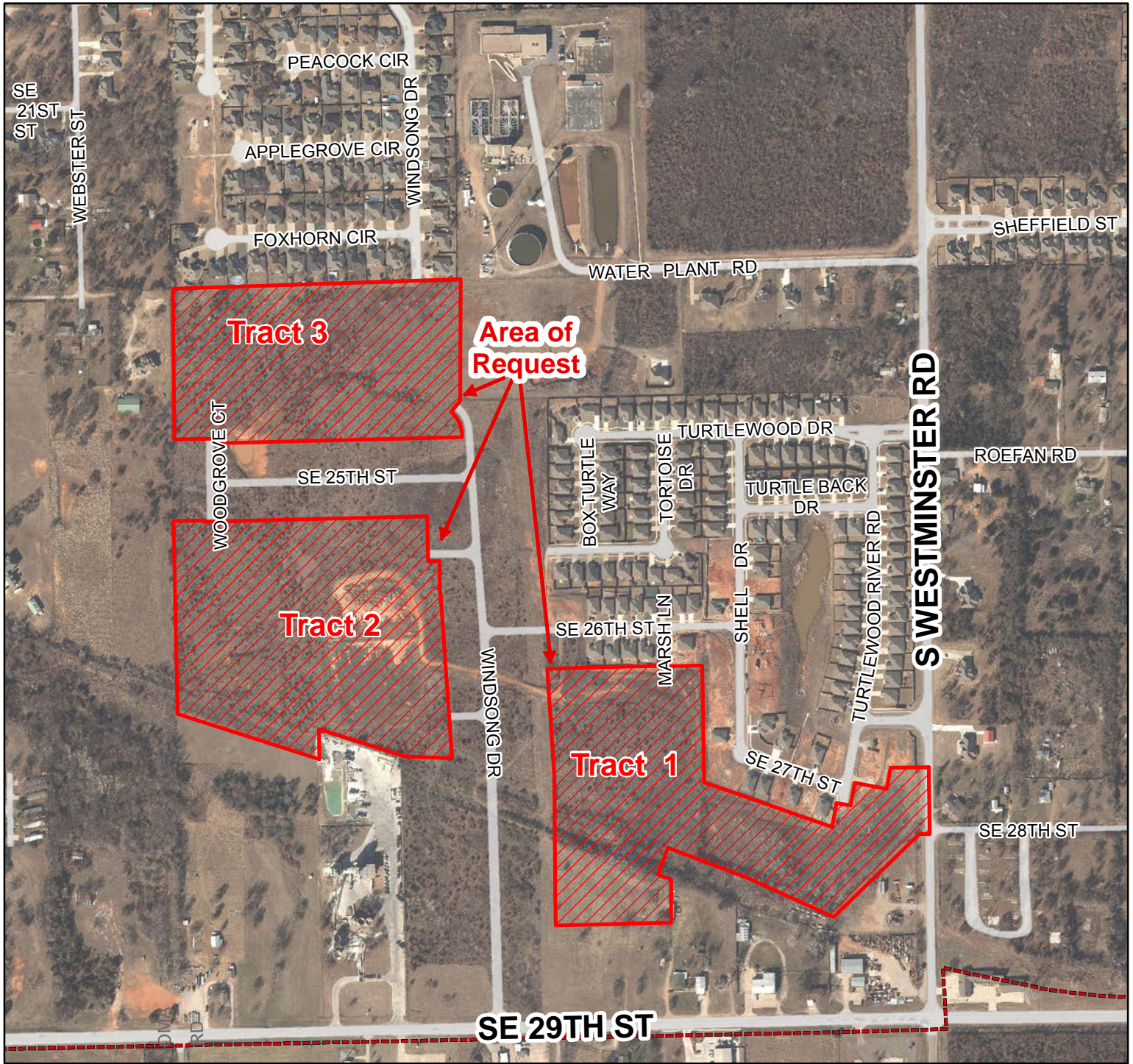
**Action Required:** Approve or reject revised Preliminary Plat of the Turtlewood Addition located on the property as noted herein, subject to the staff comments and found in the November 7, 2017 agenda packet and made a part of PC-1929 file.



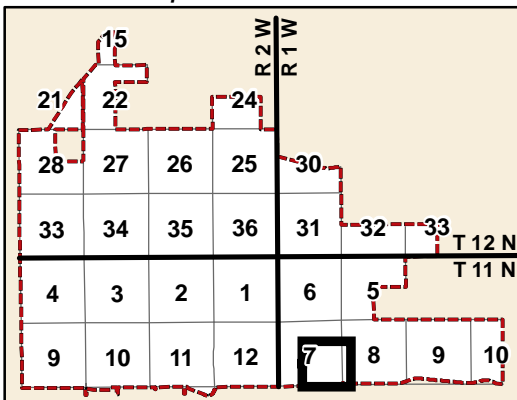
Billy Harless, AICP  
Community Development Director

KG





Locator Map



**2015 DOP (AERIAL) VIEW FOR  
PC-1929  
(SE/4, Sec. 7, T11N, R1W)**

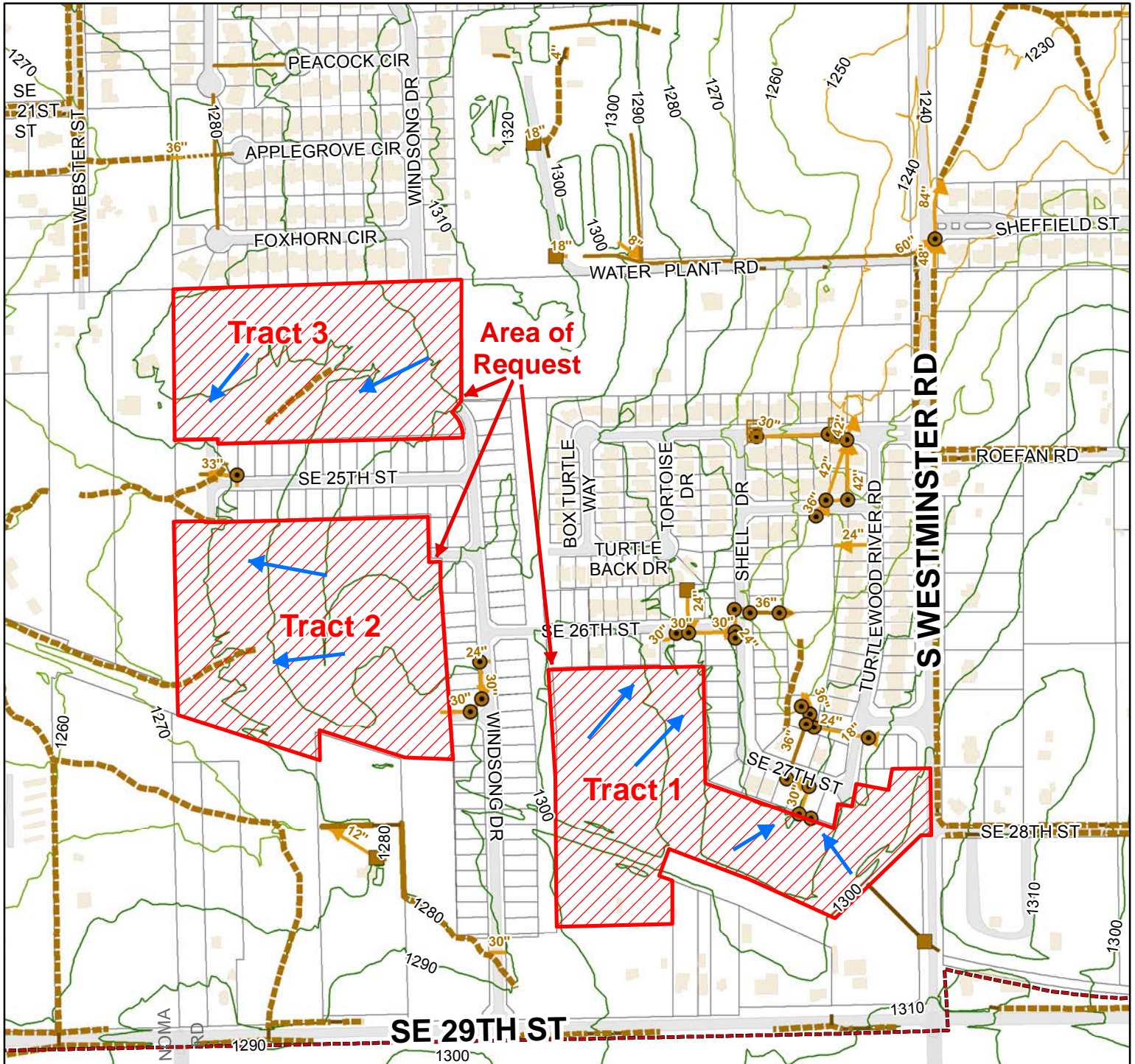


0 500 1,000 Feet

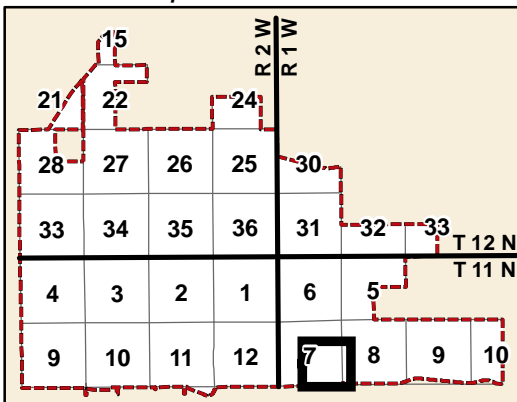


1 inch = 500 feet

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



Locator Map



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

**2009 FEMA Floodplains**

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

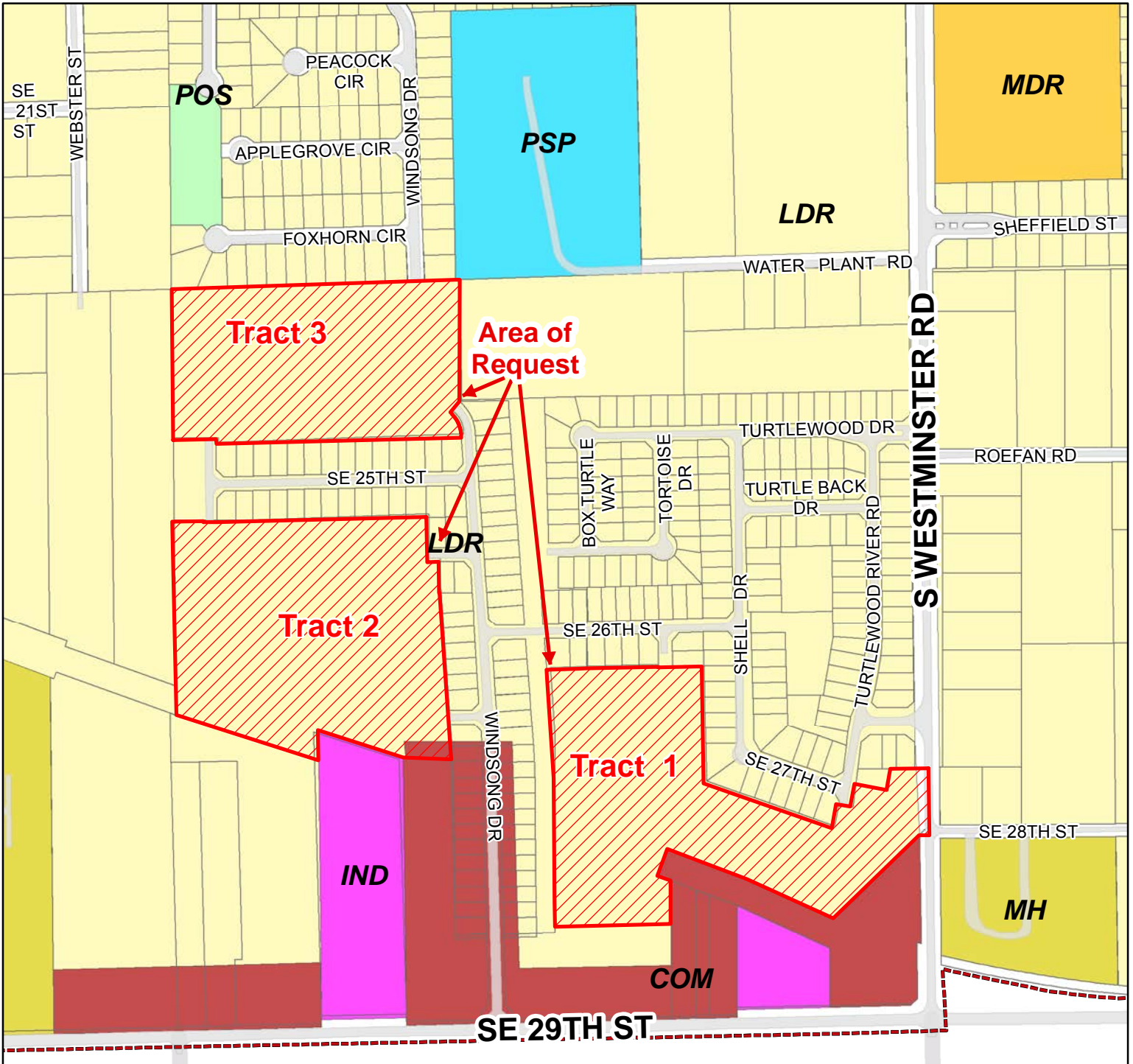
**DRAINAGE LOCATION MAP FOR PC-1929 (SE/4, Sec. 7, T11N, R1W)**



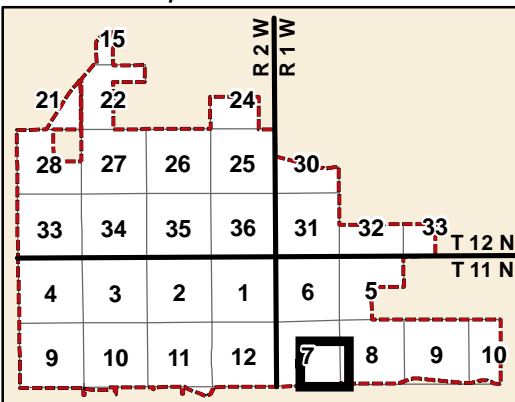
0 500 1,000 Feet

1 inch = 500 feet











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



Locator Map



Future Land Use Legend

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

**FUTURE LAND USE  
MAP FOR  
PC-1929**

**(SE/4, Sec. 7, T11N, R1W)**

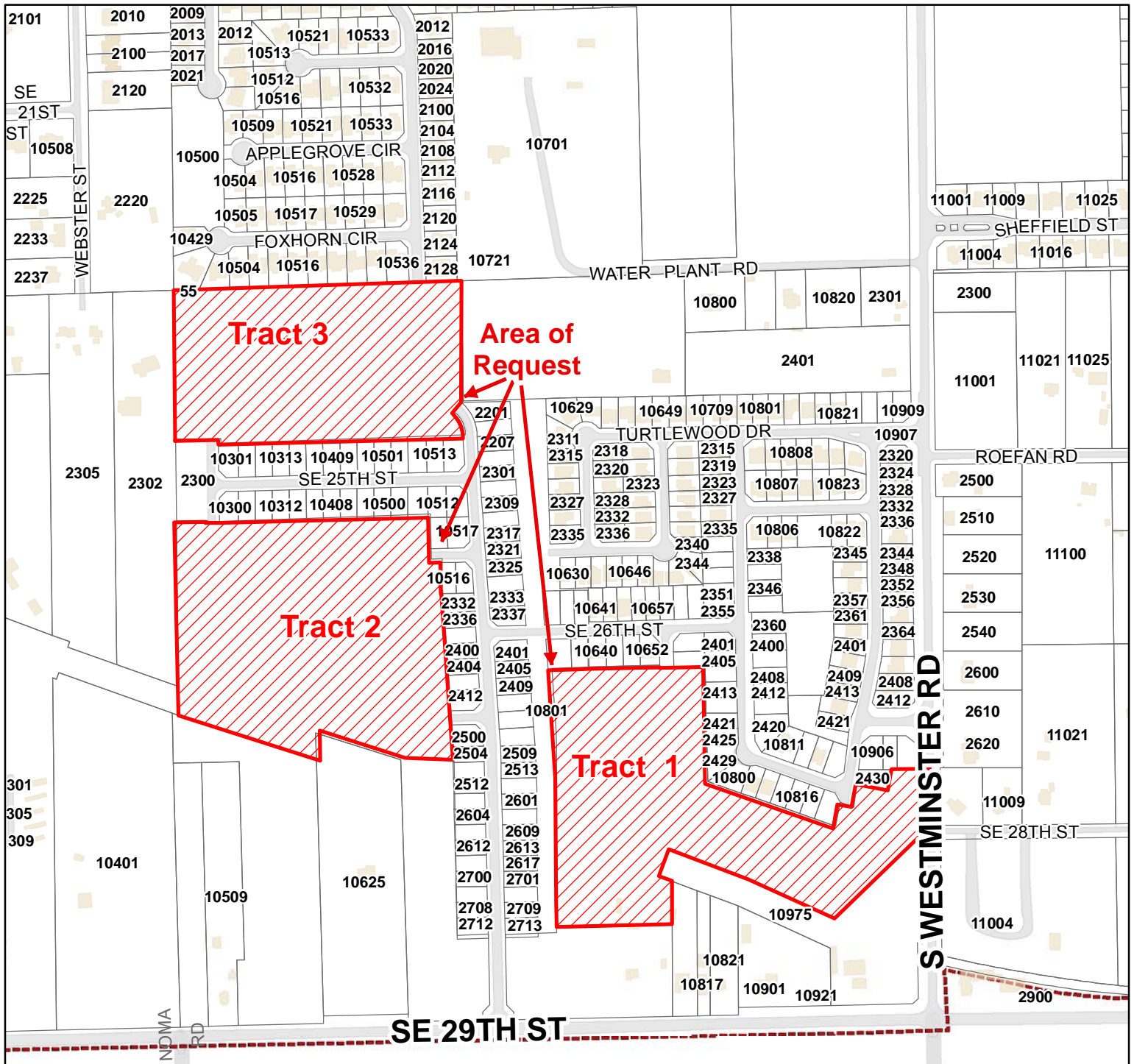


0 500 1,000 Feet

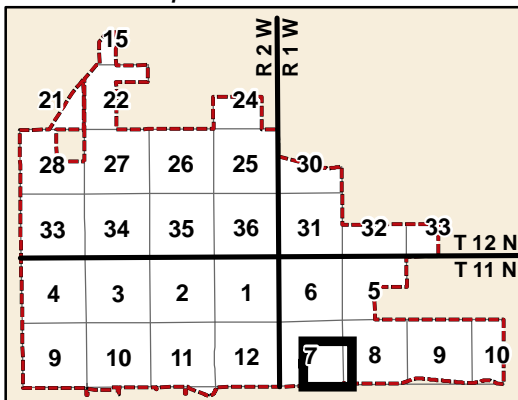


1 inch = 500 feet





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



Locator Map



**General Map Legend**

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

**GENERAL MAP FOR  
PC-1929  
(SE/4, Sec. 7, T11N, R1W)**

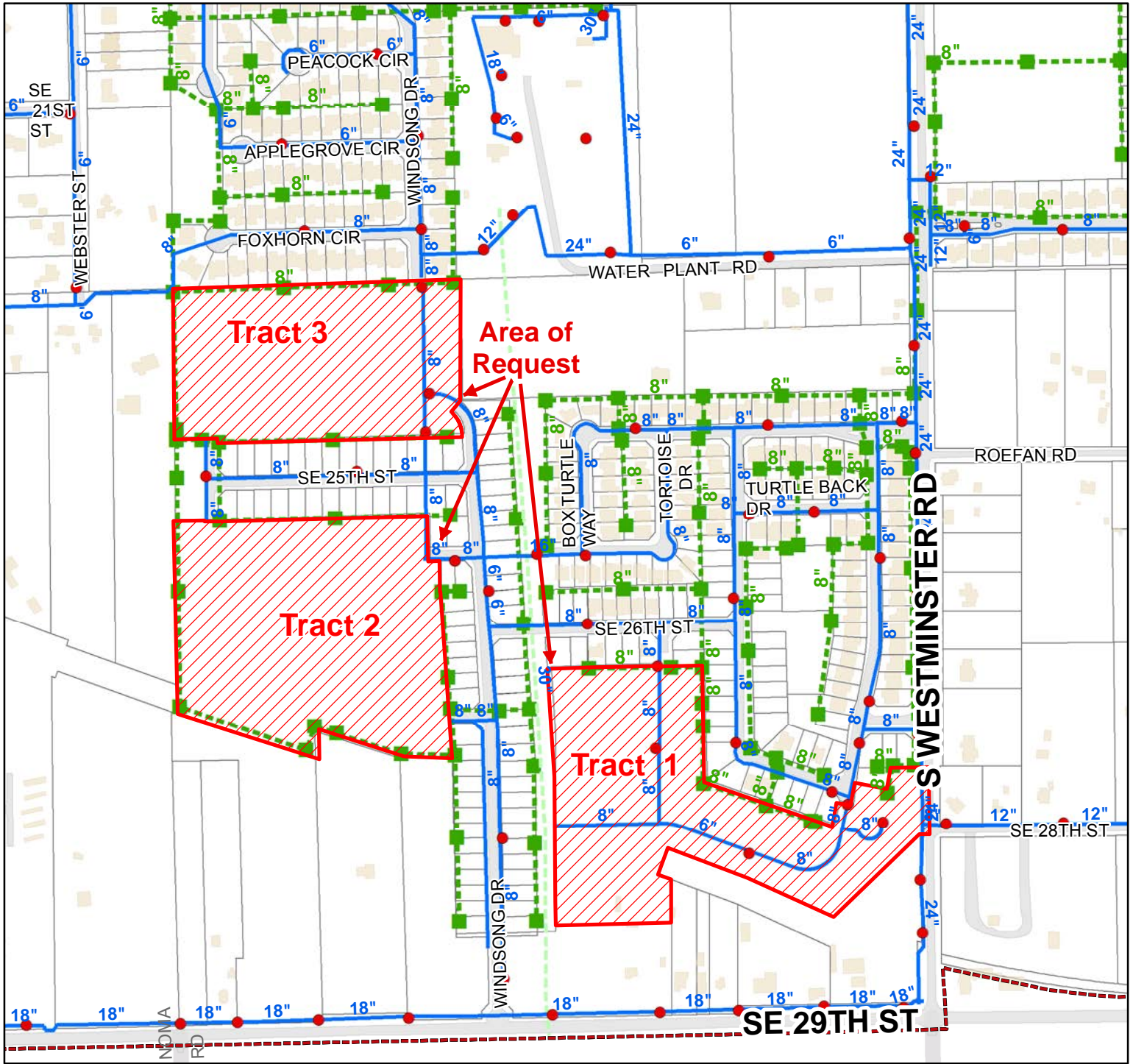


0 500 1,000 Feet

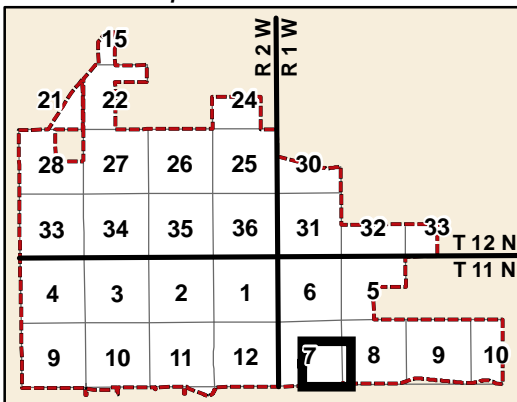


1 inch = 500 feet

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



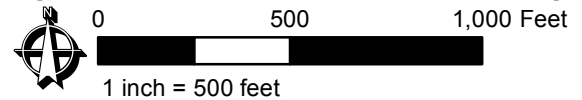
Locator Map



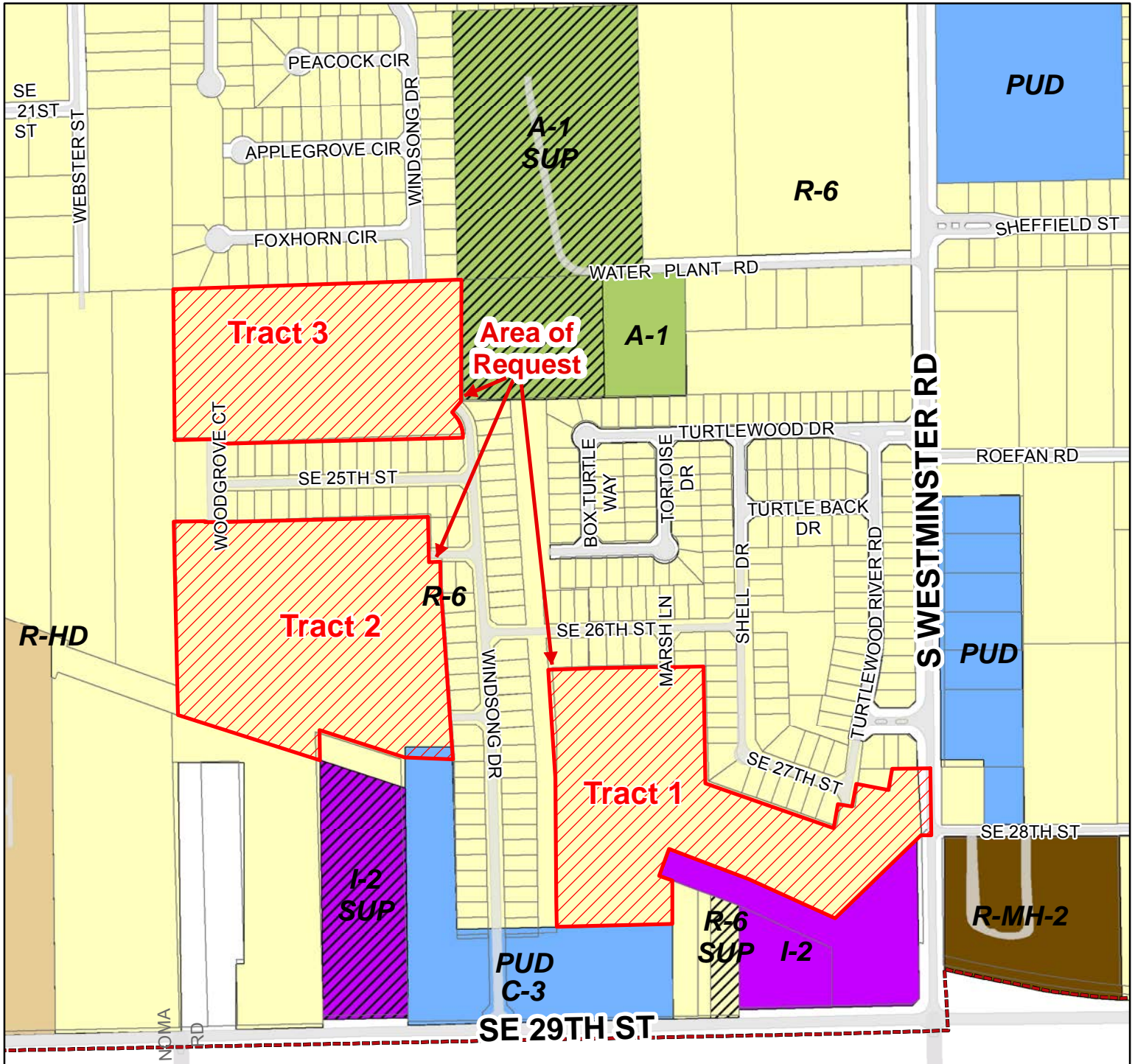
**Water/Sewer Legend**

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

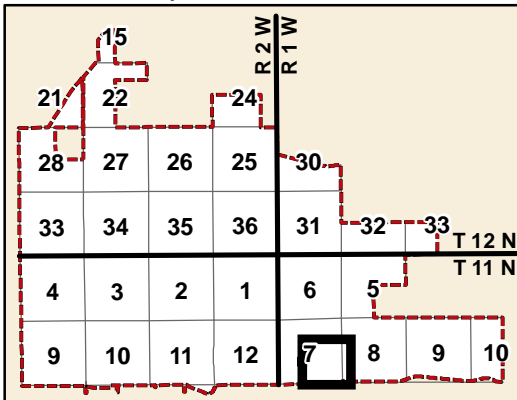
**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-1929  
(SE/4, Sec. 7, T11N, R1W)**



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



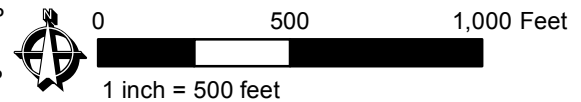
Locator Map



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-1929 (SE/4, Sec. 7, T11N, R1W)



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

# REVISED PRELIMINARY PLAT TURTLEWOOD ADDITION

A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.  
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

WATER TREATMENT  
PLANT EXPANSION

UNPLATTED

### LEGAL DESCRIPTION

A tract of land in the Southeast Quarter (S.E. 1/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

#### TRACT 1

COMMENCING at the Southeast Corner of said S.E. 1/4; THENCE North 00°42'19" West along the East line of said S.E. 1/4 a distance of 718.66 feet to the POINT OF BEGINNING;

- THENCE South 44°33'29" West a distance of 457.94 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 5138.45 feet (said curve subtended by a chord which bears North 71°30'11" West a distance of 129.85 feet) and an arc length of 129.85 feet; THENCE North 70°46'49" West a distance of 500.38 feet; THENCE South 07°42'19" East a distance of 286.14 feet; THENCE South 88°34'13" West a distance of 408.11 feet to POINT "A" and a point on the East boundary line of the filed final plat of TURTLEWOOD 5th ADDITION (as filed in Book 74 of Plats, Page 34); THENCE along the boundary line of said final plat the following six (6) courses:

- THENCE North 02°30'00" West a distance of 306.76 feet;
- THENCE North 07°12'39" West a distance of 104.40 feet;
- THENCE North 02°39'00" West a distance of 87.70 feet to a point of curvature;
- THENCE around a curve to the left having a radius of 1033.00 feet (said curve subtended by a chord which bears North 02°23'19" East a distance of 82.50 feet) and an arc length of 82.50 feet;
- THENCE North 04°07'00" West a distance of 322.81 feet;
- THENCE North 88°35'40" East a distance of 381.13 feet to the Southeast corner of Lot 1, Block 11 of the filed final plat of TURTLEWOOD 2nd ADDITION (as filed in Book 69 of Plats, Page 57);

THENCE along the boundary line of said final plat the following eleven (11) courses:

- South 02°42'19" East a distance of 8.04 feet;
- North 89°17'41" East a distance of 160.00 feet;
- South 02°42'19" East a distance of 408.32 feet;
- South 70°46'49" East a distance of 478.83 feet;
- North 10°44'13" East a distance of 62.50 feet;
- South 78°15'47" East a distance of 50.00 feet;
- North 12°44'13" East a distance of 81.78 feet;
- South 78°15'47" East a distance of 115.00 feet;
- North 10°44'13" East a distance of 77.39 feet;
- North 89°17'41" East a distance of 134.43 feet;
- South 02°42'19" East a distance of 177.89 feet to the POINT OF BEGINNING.

Said tract contains 16.10 acres, more or less.

And also,

#### TRACT 2

COMMENCING at said POINT "A"; THENCE South 88°34'13" West along the South boundary line of the final plat of TURTLEWOOD 5th ADDITION a distance of 352.21 feet; THENCE North 01°25'47" West along the West boundary line of said final plat a distance of 642.48 feet to the POINT OF BEGINNING;

- THENCE South 88°35'40" West a distance of 180.00 feet; THENCE North 70°46'49" West a distance of 318.25 feet; THENCE South 01°25'47" East a distance of 108.87 feet; THENCE North 70°46'49" West a distance of 528.29 feet; THENCE North 07°42'19" West a distance of 864.35 feet to POINT "B", said point being the Southwest corner of Common Area "C" & D/E as shown on the filed final plat of TURTLEWOOD 5th ADDITION; THENCE along the boundary line of said final plat the following nine (9) courses:

- North 89°13'19" East a distance of 110.00 feet;
- South 02°46'41" East a distance of 3.04 feet;
- North 89°13'19" East a distance of 50.00 feet;
- South 01°24'20" East a distance of 160.00 feet;
- North 88°35'40" East a distance of 35.30 feet;
- South 02°46'41" East a distance of 110.01 feet;
- North 89°13'19" East a distance of 1.33 feet;
- South 04°07'00" East a distance of 581.84 feet to the POINT OF BEGINNING.

Said tract contains 16.97 acres, more or less.

And also,

#### TRACT 3

COMMENCING at said POINT "B"; THENCE North 02°46'41" West a distance of 290.00 feet to the Northwest corner of said Common Area "C" & D/E and the POINT OF BEGINNING;

THENCE continuing North 02°46'41" West a distance of 527.62 feet; THENCE North 88°35'40" East a distance of 1021.26 feet; THENCE South 02°42'19" East a distance of 417.40 feet to a point on the boundary line of the filed final plat of TURTLEWOOD 5th ADDITION; THENCE along the boundary line of said final plat the following courses:

- South 39°13'34" West a distance of 50.00 feet to a point on a non-tangent curve;
- around a curve to the right having a radius of 185.00 feet (said curve subtended by a chord which bears South 27°26'43" East, a distance of 83.16 feet) and an arc length of 85.50 feet;
- South 04°07'00" East a distance of 16.17 feet;
- South 88°35'40" West a distance of 886.84 feet;
- North 02°46'41" West a distance of 16.84 feet;
- South 89°13'19" East a distance of 160.00 feet to the POINT OF BEGINNING.

Said tract contains 12.71 acres, more or less.

Total of said tracts of land is 45.78 acres, more or less.

SCALE: 1" = 100'

1" = 2000'

P.O.B. TRACT 1

718.86' N 00°42'19" W

177.89' S 00°42'19" E

134.43' N 89°17'41" E

115.00' S 78°15'47" E

86.27' N 10°44'13" E

61.78' S 88°34'13" E

478.83' S 70°46'49" E

408.11' S 88°34'13" W

352.21' S 88°34'13" W

318.25' S 88°34'13" W

286.14' S 88°34'13" W

242.48' S 88°34'13" W

208.79' S 88°34'13" W

174.10' S 88°34'13" W

139.41' S 88°34'13" W

104.72' S 88°34'13" W

70.03' S 88°34'13" W

35.34' S 88°34'13" W

0.65' S 88°34'13" W

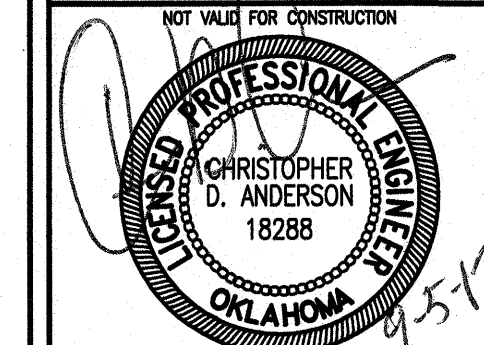
P.O.C. S.E. COR. S.E. 1/4, SEC. 7, T11N, R1W, I.M.

### NOTES:

- FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF MIDWEST CITY STANDARDS AND SPECIFICATIONS.
- ALL SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF MIDWEST CITY STANDARDS AND SPECIFICATIONS.
- ALL PROPOSED SANITARY LINES ARE 8-INCH EXCEPT AS NOTED.
- ALL PROPOSED WATERLINES ARE 6-INCH EXCEPT AS NOTED.
- EXISTING ZONING IS SINGLE FAMILY.

**OWNER / DEVELOPER**  
SHAZ INVESTMENT, INC.  
P.O. BOX 720088  
Norman, Oklahoma 73070

**ENGINEER:**  
SMC Consulting Engineers, P.C.  
815 W. Main Street  
Oklahoma City, Oklahoma 73106



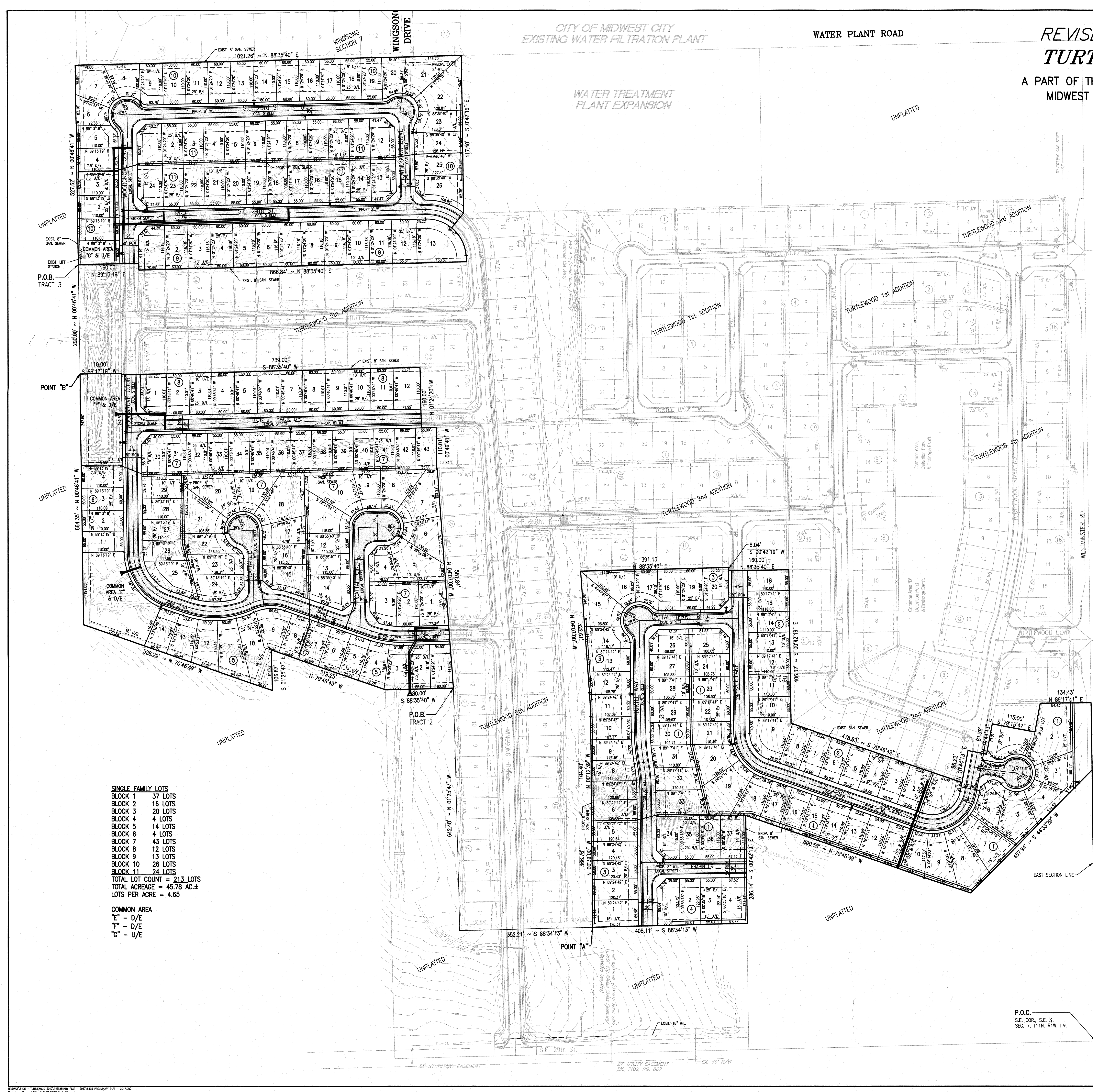
**TURTLEWOOD ADDITION**  
S.E. 29TH ST. & WESTMINSTER RD.  
MIDWEST CITY, OKLAHOMA

**SMC Consulting Engineers, P.C.**  
815 W. Main Street  
Oklahoma City, Oklahoma 73106  
www.smc-engineers.com

PROJECT NO.: 540500  
DATE: 08/23/2017  
SCALE: 1" = 100'  
DRAWN BY: D.O.  
ENGINEER: CHRISTOPHER D. ANDERSON  
P.E. NUMBER: 18288

**REVISED PRELIMINARY PLAT**

SHEET NO. 1



**SINGLE FAMILY LOTS**

BLOCK 1	37 LOTS
BLOCK 2	16 LOTS
BLOCK 3	20 LOTS
BLOCK 4	4 LOTS
BLOCK 5	14 LOTS
BLOCK 6	4 LOTS
BLOCK 7	43 LOTS
BLOCK 8	12 LOTS
BLOCK 9	13 LOTS
BLOCK 10	26 LOTS
BLOCK 11	24 LOTS
<b>TOTAL LOT COUNT</b>	<b>= 213 LOTS</b>
<b>TOTAL ACREAGE</b>	<b>= 45.78 AC.±</b>
<b>LOTS PER ACRE</b>	<b>= 4.85</b>

**COMMON AREA**

- T1 - D/E
- T2 - D/E
- C1 - U/E



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

Billy Harless, Community Development Director

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

**To:** Honorable Mayor and City Council

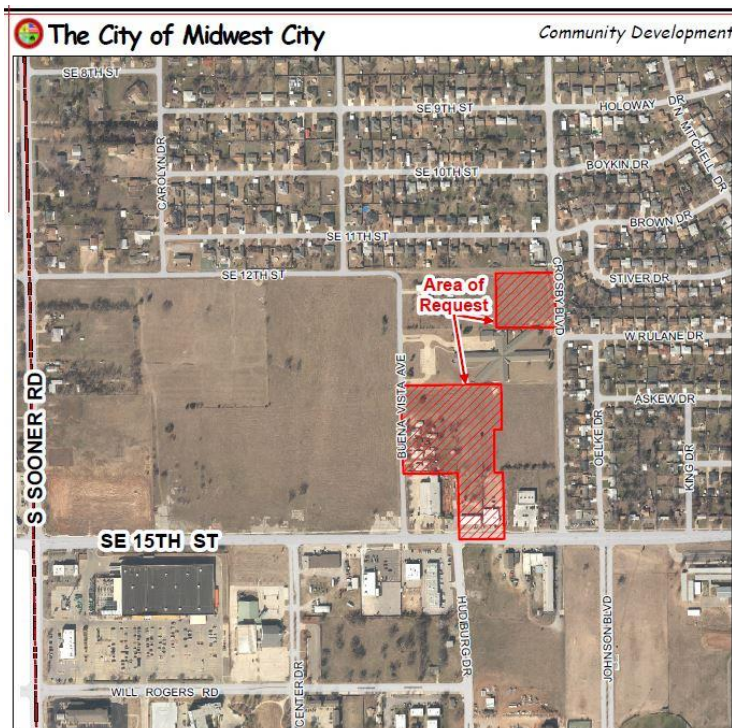
**From:** Billy Harless, Community Development Director

**Date:** November 28, 2017

**Subject:** (PC – 1928) Public hearing with discussion and consideration of approval of the Sooner Rose Addition Phase III Preliminary Plat for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

**Executive Summary:**

This plat is a continuation of the commercial development occurring on Sooner Rose I, Sooner Rose II and Warren Theatre properties located to the west of the area of request. This preliminary plat allows for the creation of three (3) lots for commercial and entertainment purposes. The area of the plat was rezoned to a Planned Unit Development on October 24, 2017. A water line extension is required along Crosby Blvd as well as interior water line extensions throughout the site. Sewer line extensions are also required throughout the site. A sidewalk along Crosby Blvd. is a requirement of this application. As this application meets the requirements of the 2012 Subdivision Regulations, staff recommends approval.



**Dates of Hearing:**

Planning Commission –  
November 7, 2017  
City Council – November 28,  
2017

**Council Ward:** Ward 1 –  
Susan Eads

**Owner/Applicant:** Bob  
Stearns, Sooner Investment  
Group, Inc

**Proposed Use:** re-  
development of site for new  
commercial uses



**Size:**

The area of contains an area of approximately 9.45 acres.

**Zoning Districts:**

Area of Request – PUD, Planned Unit Development

North – R6, Single Family Residential and R-HD, High Density Residential

South – R-HD, High Density Residential and C-3, Community Commercial

East - R6, Single Family Residential and SPUD, Simplified Planned Unit Development

West – PUD, Planned Unit Development and R-6, Single Family Residential

**Land Use:**

Area of Request – Vacant, single family homes and commercial shops

North – Single family residences and assisted living center

South –Commercial shops and assisted living center

East – Single family residences

West – Vacant and future site of Warren Theatre

**Municipal Code Citation:**

38-18 Preliminary Plat

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 this Subdivision Ordinance.

**History:**

1. This area has never been platted.
2. October 2017 (PC-1925) – This property was rezoned to a PUD.
3. November 7, 2017 – Planning Commission recommended approval of this item.

**Staff Comments:**

**Engineering Comments:**

Water Supply and Distribution

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

A twelve (12) inch public water main is located on the south side of S.E. 15th Street in the street right-of-way extending along the south side of the area of request. An eight (8) inch public water main is located on the west side of Buena Vista Avenue in the street right-of-way extending along the west side of the area of request.

Currently, there is no water line along the frontage of Crosby Boulevard and is a requirement of this application.

The applicant proposes to construct multiple public water line extensions through the site and along Crosby Boulevard to provide service to the area of request.

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

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

#### Sanitary Sewerage Collection and Disposal

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

An eight (8) inch public sewer main is located on the north side of S.E. 15th Street in the street right-of-way extending along the south side of the area of request. An eight (8) inch public sewer main is located on the east side of Buena Vista Avenue in the street right-of-way extending along the west side of the area of request.

The applicant proposes to construct multiple public sewer line extensions through the site to provide service to the area of request.

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

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

#### Streets and Sidewalks

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

Access to the area of request is available from S.E. 15th Street and Buena Vista Avenue and Crosby Boulevard. S.E. 15th Street is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for secondary arterials and presently, S.E. 15th Street has one hundred (100) feet of right-of-way adjacent to and parallel to the south side of the area of request. Buena Vista Avenue is classified as a local street in the 2008 Comprehensive Plan. Buena Vista Avenue will be a two (2) lane, 26-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for local streets and presently, Buena Vista Avenue has fifty (50) feet of right-of-way adjacent to and parallel to the west side of the area of request. Crosby Boulevard is classified as a local street in the 2008 Comprehensive Plan. Crosby Boulevard will be a two (2) lane, 26-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for local streets and presently, Crosby Boulevard has fifty (50) feet of right-of-way adjacent to and parallel to the east side of the area of request.

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

Public street improvements are not required with this application. Street and sidewalk improvements that impact the development along Buena Vista Avenue are being constructed as part of the Sooner Rose Phase II development.

Currently, there is no sidewalk line along the frontage of Crosby Boulevard and is a requirement of this application

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

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

Drainage across the area of request is mainly from the west to the east via overland flow. Currently, the area of request is mainly undeveloped with some commercial retail along S.E. 15th Street. 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.

The applicant proposes to construct underground drainage improvements and detention facilities to service the area of request.

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 proposed side lot and rear lot utility easements, as well as previously dedicated utility and drainage easements are illustrated on the preliminary plat.

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

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

Hydrant locations will be per required codes and ordinances at the time of construction. Fire lanes will be at both the front and rear of the buildings. For the 28,000 sf retail store specifically, dumpster location could pose a problem. The 25,000 sf entertainment venue could place them on the 18' concrete section as it will not block the fire lane. They simply need to consider how and where they want to place these that do not block the fire lane or impede emergency operations.

**Plan Comments:**

The proposed Sooner Rose Addition Phase III Preliminary Plat has been prepared in order to create three (3) individual lots. The entire plat encompasses approximately 9.451 acres. The sizes of the proposed lots are as follows:

SR III Lot 1: Approximately 4.4590 Acres

SR III Lot 2: Approximately 1.5339 Acres

SR III Lot 3: Approximately 3.0352 Acres

Access will be via two (2) new curbcuts along SE 15<sup>th</sup> Street, two (2) new curbcuts along Buena Vista Avenue and one (1) new curbcut along Crosby Blvd.

Staff has determined that Tree Canopy Management Plan is not necessary as there is not a sufficient amount of trees currently on the property.

The dedication of parks and open space is not required with this application as the Midwest City Subdivision Regulations only require this dedication for residential subdivisions.

The final plat will need to include the name of the subdivision centered at the top of the page along with the name of the city, county, state, section, township and range. The final plat must also include the names and addresses of all owners of property within the plat and signature blocks for the appropriate City and County personnel.

As the proposed Sooner Rose Addition Phase III Preliminary Plat conforms to the Midwest City Subdivision Regulations, staff recommends approval.

**Action Required:** Approve or reject the Sooner Rose Addition Phase III Preliminary Plat for the property noted in this report and subject to staff's comments as found in the November 28, 2017, agenda packet, and as noted in PC – 1929 file.

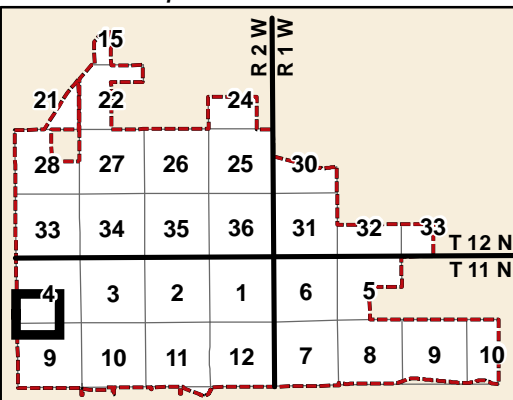


Billy Harless, AICP  
Community Development Director

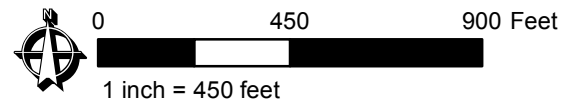
KG



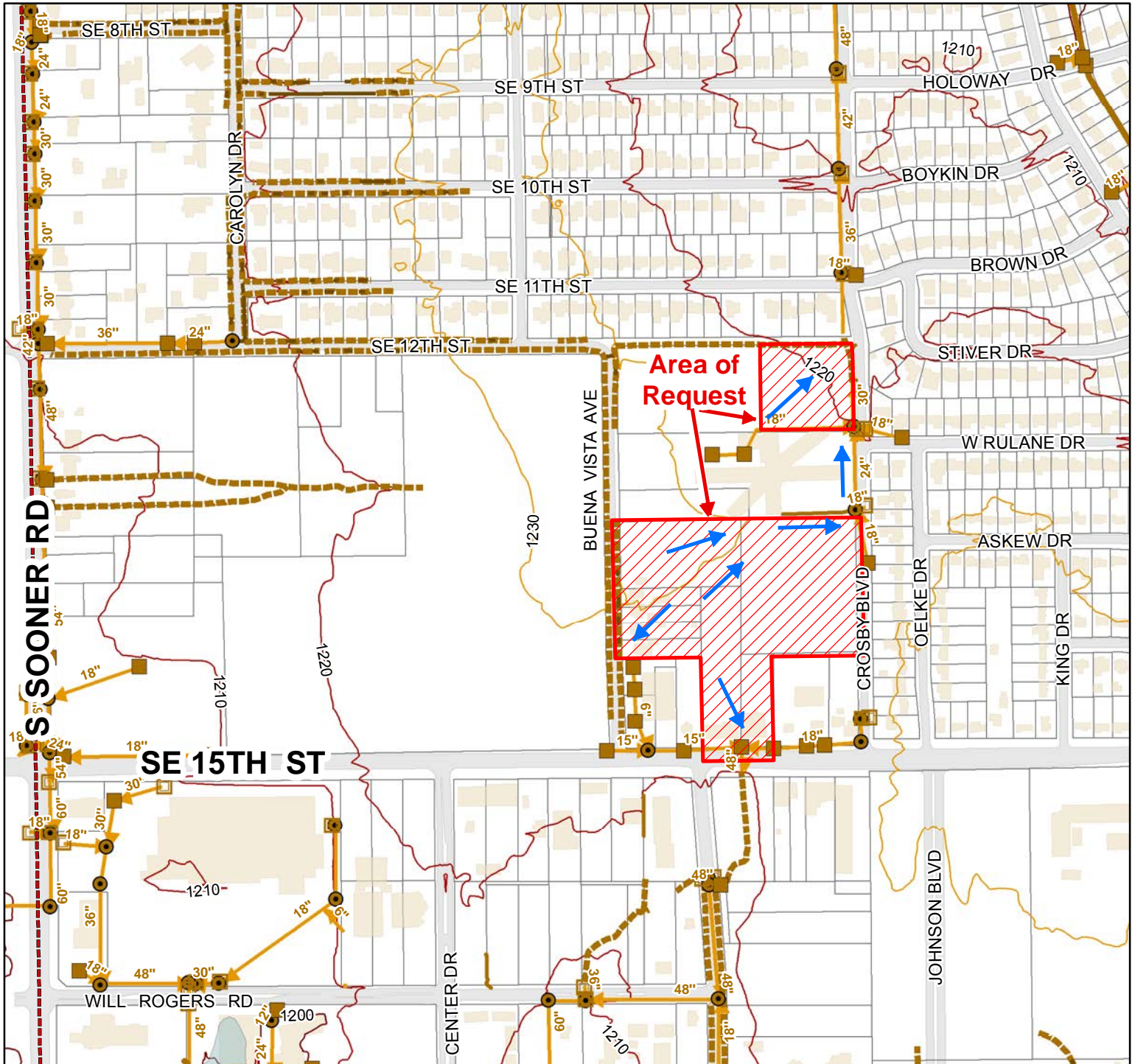
Locator Map



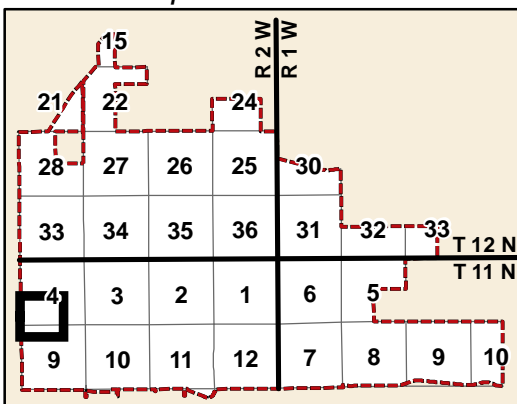
**2015 DOP (AERIAL) VIEW FOR  
PC-1928  
(SW/4, Sec. 4, T11N, R2W)**



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



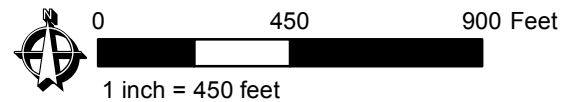
Locator Map



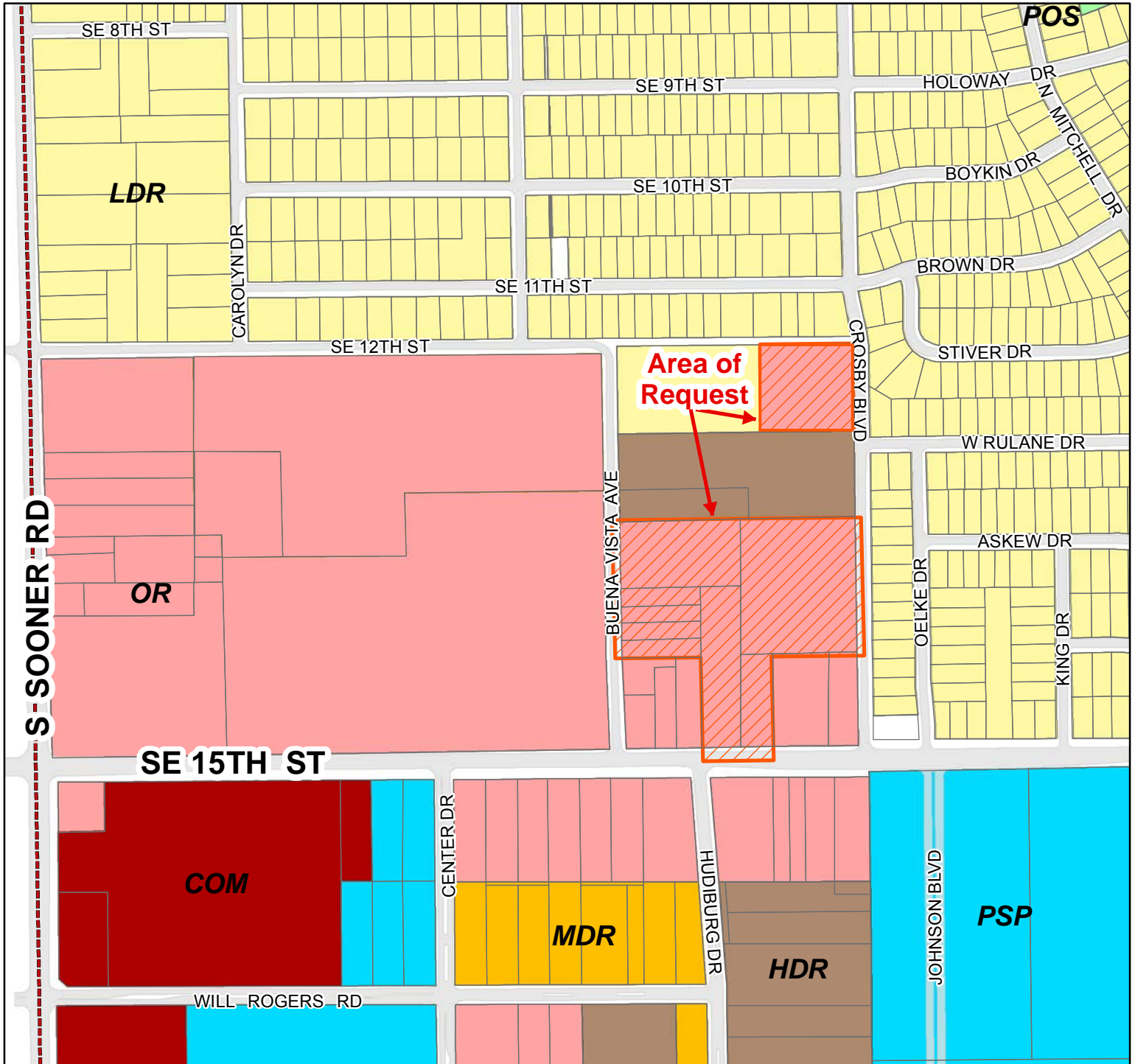
- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

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

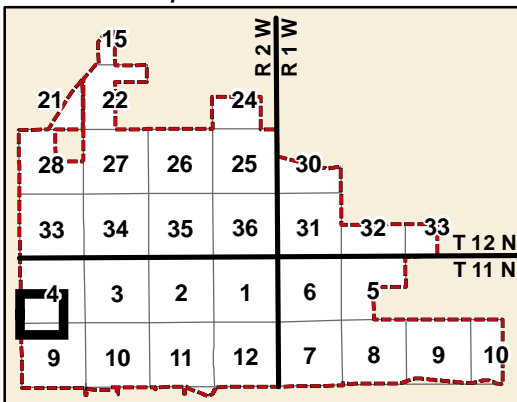
## DRAINAGE LOCATION MAP FOR PC-1928 (SW/4, Sec. 4, T11N, R2W)













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



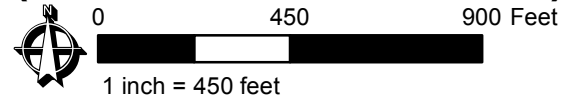
Locator Map



Future Land Use Legend

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

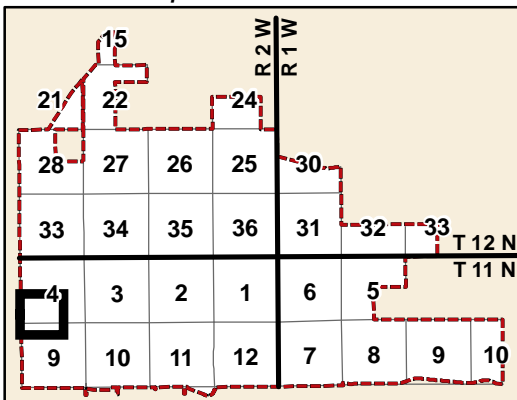
**FUTURE LAND USE  
MAP FOR  
PC-1928  
(SW/4, Sec. 4, T11N, R2W)**








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



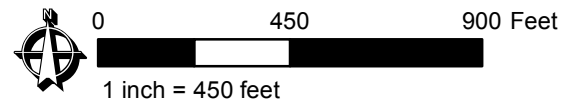
Locator Map



General Map Legend

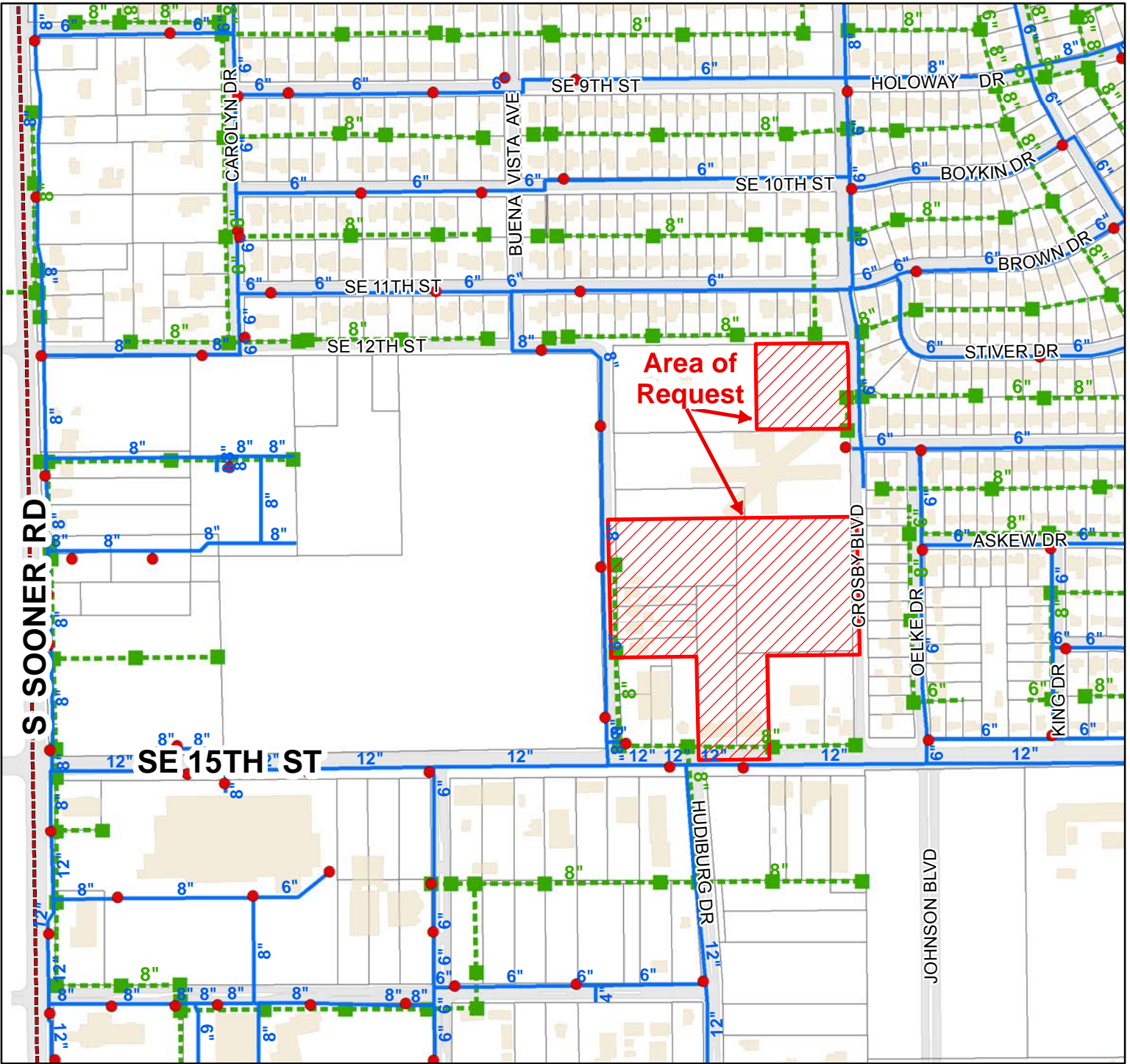
-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

GENERAL MAP FOR  
PC-1928  
(SW/4, Sec. 4, T11N, R2W)

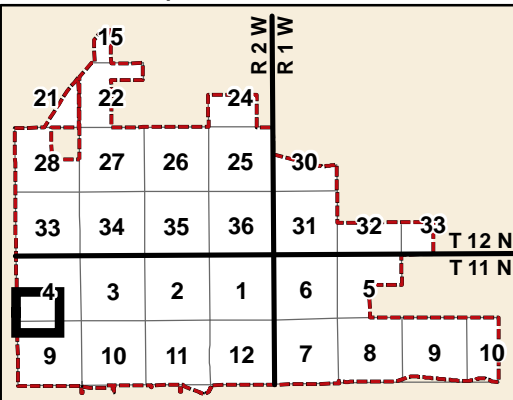


THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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





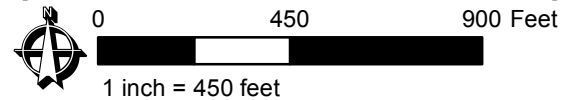
Locator Map



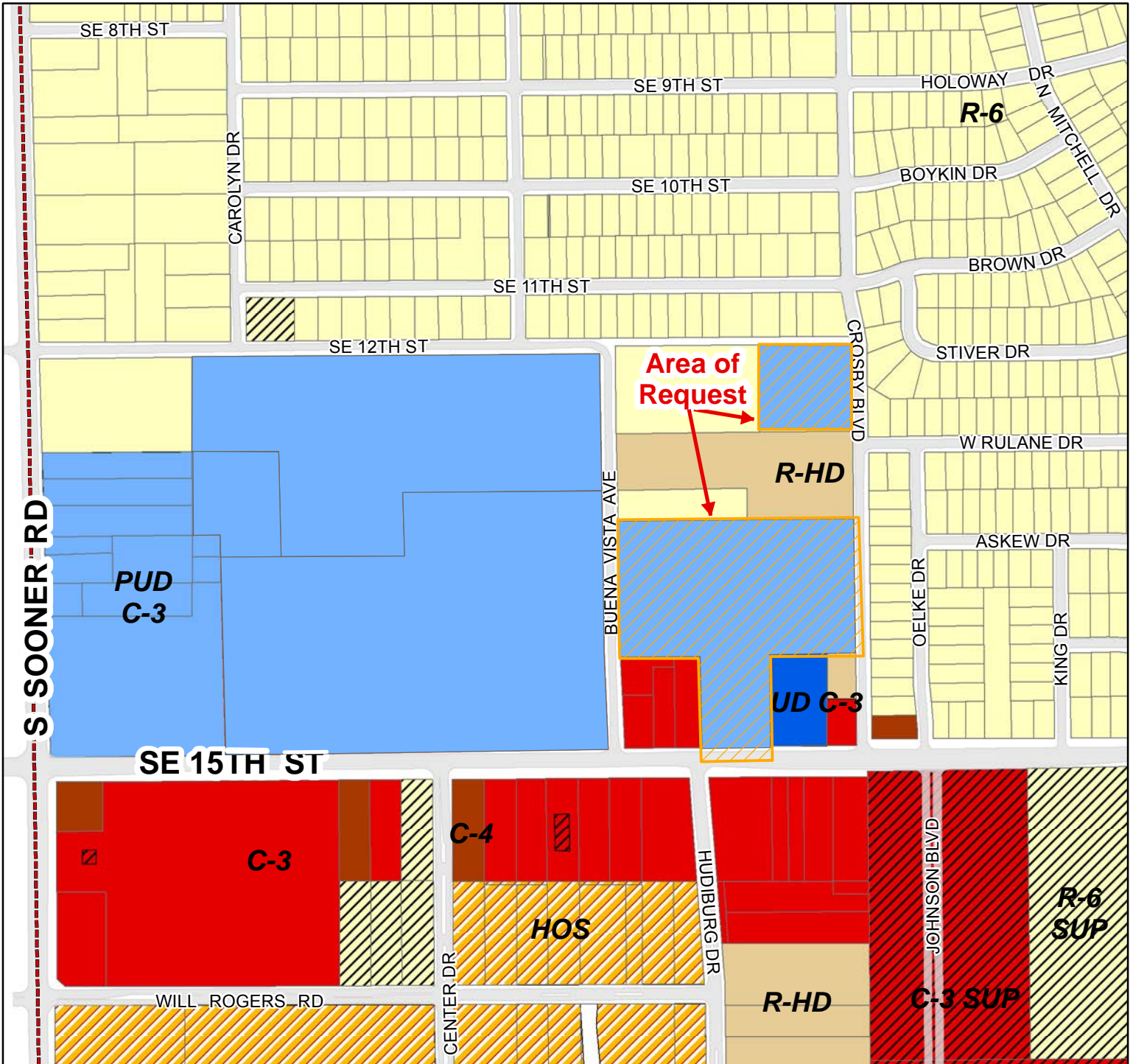
Water/Sewer Legend

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

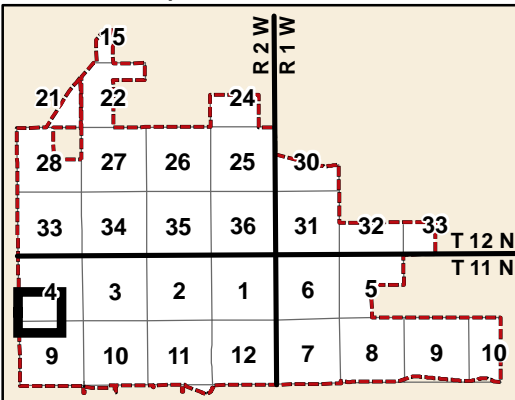
**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-1928  
(SW/4, Sec. 4, T11N, R2W)**



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



Locator Map



Current Zoning Legend

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

## ZONING MAP FOR PC-1928 (SW/4, Sec. 4, T11N, R2W)



0 450 900 Feet



1 inch = 450 feet

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

**LEGAL DESCRIPTION**

A tract of land lying in the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma, and being more particularly described as follows:

COMMENCING at the southeast corner of the said Southwest Quarter of Section 4;

THENCE North 01°23'57" West, along the east line of said Southwest Quarter, a distance of 330.00 feet to the POINT OF BEGINNING;

THENCE South 89°24'49" West, a distance of 296.00 feet;

THENCE South 01°23'57" East, a distance of 330.00 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West along the south line of said Southwest Quarter, a distance of 225.00 feet;

THENCE North 01°23'57" West, a distance of 330.00 feet;

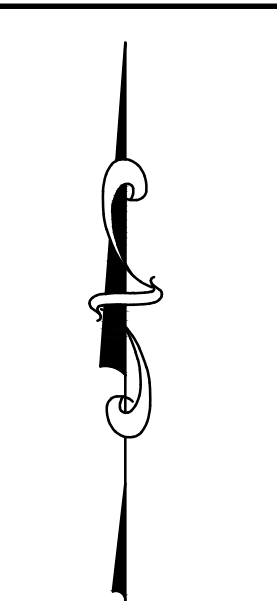
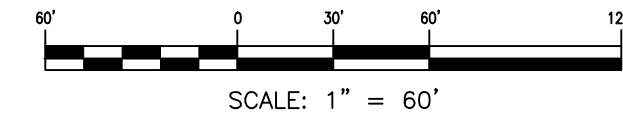
THENCE South 89°24'49" West, a distance of 271.00 feet;

THENCE North 01°23'57" West, a distance of 440.00 feet;

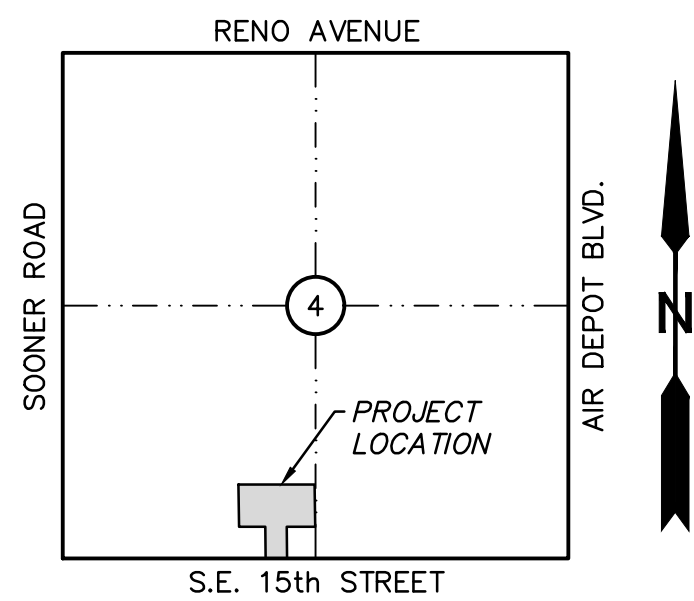
THENCE North 89°24'49" East, a distance of 791.99 feet to a point on the east line of said Southwest Quarter;

THENCE South 01°23'57" East along the east line of Southwest Quarter, a distance of 440.00 feet to the POINT OF BEGINNING.

Said tract of land containing 411,687.463 square feet or 9.451 acres, more or less.



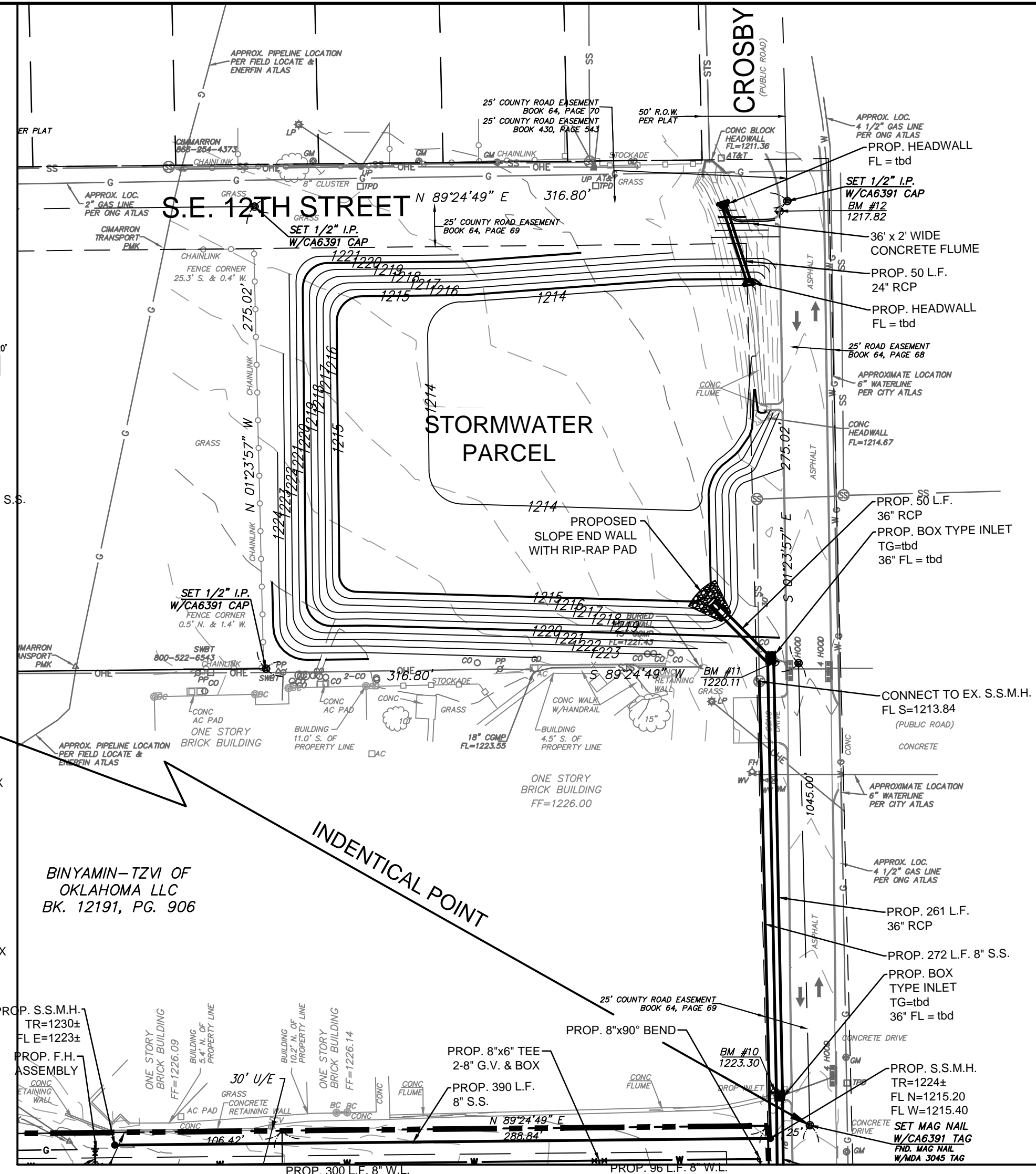
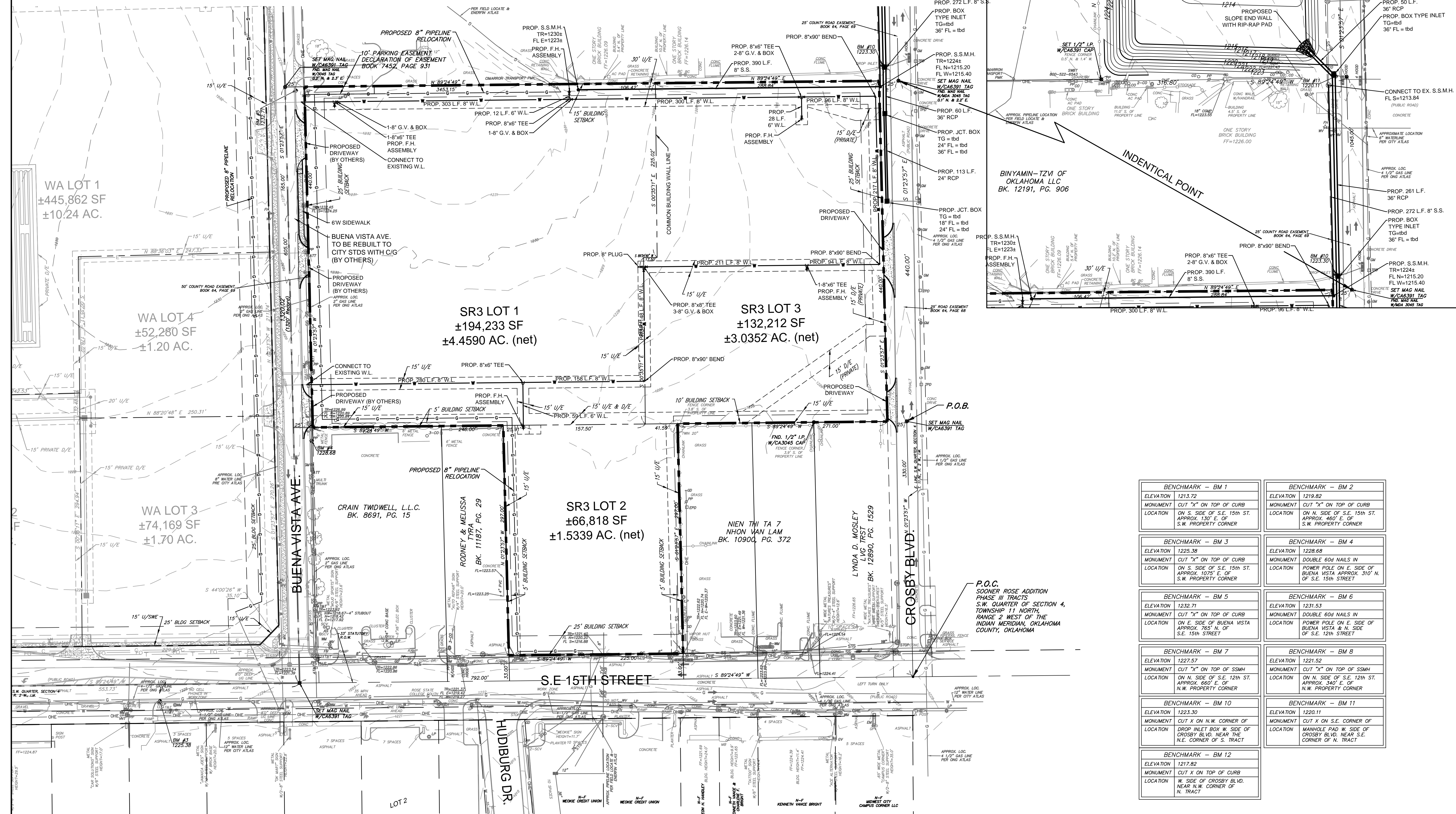
R 2 W



LOCATION MAP  
NOT TO SCALE

**LEGEND**

- S.S. SANITARY SEWER
- W.L. WATERLINE
- STS. STORM SEWER
- STD. STANDARD
- L.F. LINIER FEET
- G.V. GATE VALVE
- M.H. MANHOLE
- DES. DESIGN
- TOP OF RIM
- TOP OF GRATE
- FLOW LINE
- TO BE DETERMINED
- PROPOSED
- P.P. POWER POLE
- OHE OVERHEAD ELECTRIC
- TUG TELEPHONE UNDERGROUND
- FIRE HYDRANT
- UTILITY EASEMENT
- UTILITY & SIDEWALK EASEMENT
- DRAINAGE EASEMENT
- IRON PIN



<p><b>BENCHMARK - BM 1</b></p> <p>ELEVATION 1213.72</p> <p>MONUMENT CUT "X" ON TOP OF CURB</p> <p>LOCATION ON S. SIDE OF S.E. 15th ST. APPROX. 130' E. OF S.W. PROPERTY CORNER</p>	<p><b>BENCHMARK - BM 2</b></p> <p>ELEVATION 1219.82</p> <p>MONUMENT CUT "X" ON TOP OF CURB</p> <p>LOCATION ON N. SIDE OF S.E. 15th ST. APPROX. 460' E. OF S.W. PROPERTY CORNER</p>
<p><b>BENCHMARK - BM 3</b></p> <p>ELEVATION 1225.38</p> <p>MONUMENT CUT "X" ON TOP OF CURB</p> <p>LOCATION ON S. SIDE OF S.E. 15th ST. APPROX. 1075' E. OF S.W. PROPERTY CORNER</p>	<p><b>BENCHMARK - BM 4</b></p> <p>ELEVATION 1228.68</p> <p>MONUMENT DOUBLE 60d NAILS IN</p> <p>LOCATION POWER POLE ON E. SIDE OF BUENA VISTA APPROX. 310' N. OF S.E. 15th STREET</p>
<p><b>BENCHMARK - BM 5</b></p> <p>ELEVATION 1232.71</p> <p>MONUMENT CUT "X" ON TOP OF CURB</p> <p>LOCATION ON E. SIDE OF BUENA VISTA APPROX. 785' N. OF S.E. 15th STREET</p>	<p><b>BENCHMARK - BM 6</b></p> <p>ELEVATION 1231.53</p> <p>MONUMENT DOUBLE 60d NAILS IN</p> <p>LOCATION POWER POLE ON E. SIDE OF BUENA VISTA &amp; N. SIDE OF S.E. 15th STREET</p>
<p><b>BENCHMARK - BM 7</b></p> <p>ELEVATION 1227.57</p> <p>MONUMENT CUT "X" ON TOP OF SSMH</p> <p>LOCATION ON N. SIDE OF S.E. 15th ST. APPROX. 660' E. OF N.W. PROPERTY CORNER</p>	<p><b>BENCHMARK - BM 8</b></p> <p>ELEVATION 1221.52</p> <p>MONUMENT CUT "X" ON TOP OF SSMH</p> <p>LOCATION ON N. SIDE OF S.E. 15th ST. APPROX. 340' E. OF N.W. PROPERTY CORNER</p>
<p><b>BENCHMARK - BM 10</b></p> <p>ELEVATION 1223.30</p> <p>MONUMENT CUT "X" ON N.W. CORNER OF</p> <p>LOCATION DROP INLET BOX W. SIDE OF CROSBY BLVD. NEAR S.E. CORNER OF S. TRACT</p>	<p><b>BENCHMARK - BM 11</b></p> <p>ELEVATION 1220.11</p> <p>MONUMENT CUT "X" ON S.E. CORNER OF</p> <p>LOCATION MANHOLE PAD W. SIDE OF CROSBY BLVD. NEAR S.E. CORNER OF N. TRACT</p>
<p><b>BENCHMARK - BM 12</b></p> <p>ELEVATION 1217.82</p> <p>MONUMENT CUT "X" ON TOP OF CURB</p> <p>LOCATION W. SIDE OF CROSBY BLVD. NEAR N.W. CORNER OF N. TRACT</p>	

**SOONER ROSE ADDITION PHASE III**

**S.E. 15TH ST. & BUENA VISTA AVE. MIDWEST CITY, OKLAHOMA**

**INVESTMENT**

*Commercial and Investment Real Estate*  
230 West I-44, Suite 100, Oklahoma City, OK 73112  
(405)842-0456 Fax (405)840-2866

NOT VALID FOR CONSTRUCTION

**PRELIMINARY NOT FOR CONSTRUCTION**

UNLESS SIGNED IN THIS BLOCK

<p><b>SMC</b> Consulting Engineers, P.C. 1100 W. BLISS ST. WEST, REMOVED ONE LOT &amp; REBUILT 100' W. OF</p>	<p>DATE: 08/30/17 SCALE: 1"=60' DRAWN BY: MDS ENGINEER/TERENCE L. HAYNES P.E. NUMBER: 16820</p>
---	---

**PRELIMINARY PLAT**

SHEET NO. 1

PLAT NO. 6082-20 PRELIMINARY PLAT 6082-20 PRELIMINARY PLAT 6082-20  
Printed by: Terry Hayes © 9/12/2017 6:58 PM



**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> Street,  
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: November 28, 2017

Subject: Discussion and consideration of appointing two new members to the Midwest City Tree Board for three-year terms ending on November 10, 2020.

As you may recall from the last meeting, Ms. Lou Atkinson and Mr. Bob Davis, for different personal reasons, need to step down from the Tree Board. One position remains open.

Ms. Lou Atkinson was a ward 3 appointment and Mr. Davis was a Ward 2 appointment. The current Tree Board members include: Margie Humdy from Ward 1; Suzi Byrne from Ward 2; and Grace Sullivan, Sherri Anderson, and Sherry Beaird from Ward 6.

Action is at the discretion of the Council.

Vaughn K. Sullivan  
Public Works Director



NEW BUSINESS/  
PUBLIC DISCUSSION





FURTHER INFORMATION



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Director of Economic Development

DATE: November 28, 2017

SUBJECT: Discussion and consideration of approving an ordinance amending the Midwest City Municipal Code, Chapter 28 – Miscellaneous, by amending Article VI, Weapons, Section 28 – 105 Hours Sales Firearms; Section 28 – 107 Discharge of Bows and Arrows; and Section 28 – 108 Pointing and Discharging Firearms, Etc.; providing for a Repealer and Severability.

There are two different parties interested in opening combat simulation businesses in our community: One party wants to occupy an abandoned industrial property and will use Air Soft equipment in a setting that is mostly indoors but also involves an outdoor Air Soft firing range; the other party proposes an indoor battlefield in a former department store suite using “Simunitions.” Once opened, these businesses may bring additional commerce to the city by attracting visitors in addition to offering limited retail sales.

The Zoning Ordinance most accurately identifies the proposed uses as Participant Recreation (See § 4.4.42 - 4.4.44): however, the equipment involved in both scenarios is in direct violation of Article VI, Chapter 28 of the Municipal Code, which forbids the discharge of *any* firearm. The Code also forbids pointing a weapon at another person.

If approved, the attached ordinance will open the door for the described businesses in addition to archery ranges and firing ranges, subject to review and approval by the Community Development Department (“CDD”). As part of the current review process, applicants are be required to submit plans and specifications describing the use of land and structures, operating hours and conditions and other information as required by the CDD. The CDD Director makes a determination as to whether the proposed use is in conformance with the Comprehensive Plan and is appropriate as outlined in §4.1 – 4.1.2 of the Zoning Ordinance. Building permits and inspections may also be necessary before a certificate of occupancy is issued.

The attached ordinance will also clean up parts of the code that appear to be obsolete: § 28-105 forbids firearm sales between the hours of 5:00 PM and 8:00 AM; and § 28-107 forbids archery ranges except for training exercises.

The City Attorney, Community Development, and Police Department have all reviewed this item and recommended its approval. Please contact my office (405) 739-1218 with any question.

Staff recommends approval.



Robert B. Coleman, Director of Economic Development

Attachment: Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES – MISCELLANEOUS, BY AMENDING ARTICLE VI, WEAPONS, SECTIONS 28-105 - HOURS SALES OF FIREARMS, 28-107 - DISCHARGE OF BOWS AND ARROWS AND 28-108 – POINTING AND DISHARGING FIREARMS, ETC; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

**ORDINANCE**

**SECTION 1.** The Midwest City Municipal Code, Chapter 28, Offenses - Miscellaneous, Article VI, Weapons, Sections 28-105, 28-107 and 28-108 are hereby amended to read as follows:

- A. Section 28-105. - Hours sales of firearms prohibited is amended as follows:  
It shall be unlawful for any person to purchase, receive or accept in any manner, or to barter, sell or give away any pistol or revolver between the hours of **10:00** ~~5:00~~ p.m. and 8:00 a.m.
- B. Section 28-107. - Discharge of bows and arrows prohibited; exception.  
It shall be unlawful for any person in the city to shoot or discharge any bow and arrow or erect a target or construct an archery range in the corporate limits of the city except where ~~classes have been organized and are under the direction of and supervised by qualified personnel. In no event will bows and arrows be shot or discharged or archery ranges constructed in any public park or residential area in the city, except as provided in subsection 30-2(e) with the approval of the city council.~~ **a certificate of occupancy has been issued by the Community Development Department for such purpose.**
- C. Section 28-108. - Pointing or discharging firearms, etc; **exceptions.**
- (a) Any device, other than an instrument of archery, designed, manufactured, either commercially or non-commercially to propel a projectile either by explosion, spring, air or any other method, shall be known as a firearm.
- (b) It shall be unlawful for any person to shoot or discharge any firearm within the corporate limits of this city, except where legal authority has been granted.  
**(1) Exception: Firing ranges and entertainment venues where a certificate of occupancy has been issued for such purpose by the Community Development Department.**
- (c) It shall be unlawful for any person without legal authority to point, aim, or gesture toward any other person, any firearm or instrument of archery.  
**(1) Exception: Weapons specifically equipped to discharge non-metallic projectiles at a muzzle velocity of less than 400 feet per second may be used at entertainment venues where a certificate of occupancy for such purpose has been issued by the Community Development Department.**

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of November, 2017.



CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of November, 2017.

\_\_\_\_\_  
PHILIP A. ANDERSON, City Attorney



**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> Street,  
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: November 28, 2017

Subject: Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article I, In General, by amending Section 30-2(a), Acts prohibited in city parks; establishing an effective date; and providing for repealer and severability.

Staff is recommending an addition to the acts prohibited in city parks. This prohibition is being added to provide patrol officers the ability to write citations to those who drive vehicles, operate unauthorized equipment and ride horses on trails and grassy areas of the parks. The operation of motorized vehicles, various types of motorized equipment and the riding of horses off of the designated roadways has caused damage to lawns, landscapes and unimproved trails in the past. These types of activities also have the potential to put walkers, bicyclists and all other park patrons in harm's way.

These additional prohibitions have been reviewed by, and have the full support of, the Midwest City Police Department.

The Park Board unanimously recommended approval at their November 15, 2017 meeting.

Staff recommends approval.

Vaughn K. Sullivan, Public Works Director

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 30, PARKS AND RECREATION, OF THE MIDWEST CITY CODE, ARTICLE I, IN GENERAL, BY AMENDING SECTION 30-2 (A), ACT PROHIBITED IN CITY PARKS; PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

**ORDINANCE**

SECTION 2. That Chapter 30, Parks and Recreation, of the Midwest City Code, Article I, In General, Section 30-2 (A), Acts prohibited in city parks; penalty, be amended to read as follows:

Sec. 30-2. - Acts prohibited in city parks.

- (a) It shall be unlawful and an offense for any person or persons to commit any of the following acts in the public parks of the city:
  - (1) Hitting golf balls.
  - (2) Moving or displacing rock, soil or gravel or digging holes.
  - (3) Damaging, destroying, displacing or removing trees, shrubs, picnic tables or picnic seats, signs, fences or any other public property including fire places, water lines or other public utilities.
  - (4) Dumping, depositing or leaving any bottles, broken glass, paper, boxes, cans, rubbish, waste, garbage, refuse or other trash except in proper receptacles.
  - (5) Taking part in activities involving throwing or otherwise propelling objects such as stones, arrows, javelins or model airplanes and other dangerous games except on the fields, courts or other areas provided therefore.
  - (6) Possessing any glass containers in any city park, recreation facility or pavilion.
  - (7) Operating motorized vehicles off designated park roadways or on park trails. Such vehicles include, but are not limited to, automobiles, trucks, ATVs, motorcycles, scooters or golf carts.
  - (8) Participating in equestrian activity off of designated park roadways or on park trails.
- (b) No private enterprise, corporate enterprise or other business of any nature including, but not limited to, garage sales, bake sales, displays or solicitations of any kind may use any public park property for the purpose of conducting any business or enterprise except that any nonprofit or charitable organization, as defined by the statutes and laws of the State of Oklahoma and the United States, may conduct sales or other money generating activities for a charitable purpose upon application to and approval of the city manager or his designated representative. Nothing in this section shall prevent the City from permitting city-operated or city-sponsored programs and events, or organizations or individuals that lease city park property to operate, or cause to be operated, concessions or services as allowed under the terms and requirements as set out in the lease.
- (c) Nothing in this section shall prevent the city from leasing undeveloped, dedicated parkland to individuals or organizations under terms and conditions set out in a lease. Undeveloped parkland is defined as dedicated parkland which has not been improved for the use of or as a public park. All such leases shall terminate automatically upon the development of the subject park or upon notice by the city to the lessee that the subject park is to be developed.
- (d) Any person who violates or fails to comply with any provision or requirement of this section shall be deemed guilty of an offense.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after January 11, 2018.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the \_\_\_\_\_ day of December , 2017.

THE CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
Mathew Dukes., Mayor

ATTEST: \_\_\_\_\_

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

APPROVED as to form and legality this \_\_\_\_\_ day of December, 2017.

\_\_\_\_\_  
Philip Anderson, City Attorney

Notice of regular Midwest City Planning Commission meetings in 2017 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2016 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**

**November 7, 2017 - 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 November 7, 2017 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil - Chairman  
Dean Hinton  
Dee Collins  
Jim Smith  
Jim Campbell

Commissioner absent: Russell Smith  
Jess Huskey

Staff present: Kellie Gilles, Planning Manager  
Patrick Menefee, City Engineer  
Billy Harless, Community Development Director

The meeting was called to order by Chairman Greil at 7:02 p.m.

### **A. MINUTES:**

1. Motion was made by Collins, seconded by Campbell, to approve the minutes of the October 3, 2017 Planning Commission meeting as presented. Voting aye: J. Smith, Collins, Campbell, Hinton and Greil. Nay: none. Motion carried.

### **B. NEW MATTERS:**

1. **(PC-1924) Public hearing with discussion and consideration of approval of the Preliminary Plat of Florence Estates for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. This item was tabled at the October 3, 2017 Planning Commission meeting.**

Staff presented a brief overview of this item. A motion was made by Collins, seconded by J. Smith, to table this item to the December 5, 2017 Planning Commission meeting. Voting aye: J. Smith, Collins, Campbell, Hinton and Greil. Nay: none. Motion carried.

**2 (PC-1928) Public hearing with discussion and consideration of approval of the Sooner Rose Addition Phase III Preliminary Plat for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.**

Staff presented a brief overview of this item. The applicant Terrance Haynes of SMC Consulting, 815 W. Main, OKC was present. A motion was made by Hinton, seconded by Collins, to recommend approval of this item subject to all staff comments. Voting aye: J. Smith, Collins, Campbell, Hinton and Greil. Nay: none. Motion carried.

**3 (PC-1929) Public hearing with discussion and consideration of approval of the revised Preliminary Plat of the Turtlewood Addition described as a part of the SE/4 of Section 7, T-11-N, R-1-W.**

Staff presented a brief overview of this item. The applicant, Chris Anderson of SMC Consulting, 815 W. Main, OKC was present. Collins asked staff what had changed from the original preliminary plat. Staff explained that the circulation pattern within the Turtlewood Addition had changed but that no connection was proposed between the Turtlewood and Windsong Additions. Staff also explained that the Commission would see a street name change application at their December 5 meeting to rename Windsong Dr. in the Turtlewood Addition to Snapper Dr. This will then be heard by the Council on January 9, 2018. Jeri Gulbranson of 10525 Songbird Ln. was present. She asked when Windsong Dr. in the Turtlewood Addition would be changed to Snapper. Staff explained that it would be either approved or denied by the Council on January 9, 2018. She also asked about traffic control devices such as bollards to keep people from driving between the Windsong and Turtlewood Additions. The City Engineer stated that he would address that concern with the street department. A motion was made by Collins, seconded by Campbell, to recommend approval of this item subject to all staff comments. Voting aye: J. Smith, Collins, Campbell, Hinton and Greil. Nay: none. Motion carried.

**C. COMMISSION DISCUSSION:** General discussion.

**D. PUBLIC DISCUSSION:** None.

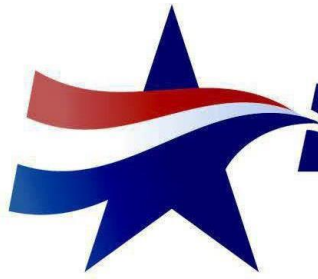
**E. FURTHER INFORMATION:** There were no items of further information for discussion.

There being no further matters before the Commission, motion to adjourn was made by Collins, seconded by Hinton. Voting aye: J. Smith, Collins, Campbell, Hinton and Greil. Nay: none. Motion carried.

The meeting adjourned at 7:33 p.m.

---

Stan Greil, Chairman  
(KG)



**MIDWEST CITY**

*Where the Spirit Flies High*

MUNICIPAL AUTHORITY  
AGENDA

MIDWEST CITY, OK



EST 1942



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

November 28, 2017 - 7:01 PM

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.

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 14, 2017, both as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending October 31, 2017. (City Manager - T. Lyon)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.







DISCUSSION ITEMS



A notice for staff briefings of the 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](http://www.midwestcityok.org)).

**Midwest City Municipal Authority Staff Briefing Minutes**

November 14, 2017 – 6:00 PM

This staff briefing was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:00 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, and Jeff Moore; and Secretary Sara Hancock. Absent: Christine Allen.

**Discussion.**

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for November 14, 2017.**

The Trustees had no questions or comments for the Staff.

Chairman Dukes adjourned the meeting at 7:01 PM.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES, II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary

## Midwest City Municipal Authority Minutes

November 14, 2017 – 7:01 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 9:21 p.m. with the following members present: \*Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, \*\*Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: None.

**Consent Agenda.** Reed made a motion to approve the Consent Agenda, as submitted, seconded by Allen. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 24, 2017; and the special meeting of November 1, 2017, both as submitted.
2. Discussion and consideration of accepting the Midwest City Soccer Club 2016-17 financial statement, as originally submitted on the September 26, 2017 Municipal Authority agenda.
3. Discussion and consideration of declaring several miscellaneous items from the Line Maintenance Department surplus property and authorizing their disposal by sealed bid or auction.

### **Discussion Items.**

1. **Discussion and consideration of approval of a resolution regarding the financing of Sooner Town Center (i) approving and authorizing the execution of Subordination, Standstill and Intercreditor Agreement and Reaffirmation and Agreement Regarding Rights Under Ground Lease (“Agreement”), and authorizing officers of the Authority to finalize, modify, approve, execute and deliver the Agreement and other related documents; (ii) confirming and stating that there are no investment policies of the Authority preventing the Loan to Owner approved by Authority Resolution Number 17-03 on November 1, 2017 and repealing any inconsistent investment policies; and (iii) approving the incurrence of indebtedness by the Authority secured by a mortgage, or a guaranty by the Authority of indebtedness secured by a mortgage, arising in the event of a Merger Event under the Agreement (“Indebtedness”) and, waiving competitive bidding on the sale of the Indebtedness and authorizing the Indebtedness to be sold at a discount by negotiated sale within the limits provided by Title 60, Oklahoma Statutes, Section 176.** Dawkins made a motion to approve Resolution MA-2017-04, as discussed in executive session and upon advice of outside counsel, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Moore, and Chairman Dukes. Nay: none. Absent: Allen. Motion carried.
2. **Discussion and consideration of possible action, if any, resulting from executive session.** Dawkins made a motion to approve Resolution MA-2017-04, as discussed in executive session and upon advice of outside counsel, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Moore, and Chairman Dukes. Nay: none. Absent: Allen. Motion carried.

**New Business/Public Discussion.** There was no new business or public discussion.

**Executive Session.**

1. **Pursuant to §§307(B)(3) and (C)(10), Title 25, Oklahoma Statutes, consider convening in executive session on the advice of the Municipal Counselor to receive confidential communications from development counsel concerning the proposed refinancing terms with respect to the Sooner Town Center Shopping Center Project.** Dawkins made a motion to go into executive session, seconded by Byrne. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads. Motion carried. Chairman Dukes recessed the meeting at 9:24 p.m.

\*Trustee Eads joined the meeting at 9:24 p.m.

\*\*Trustee Allen left all the recessed meetings at 9:26 p.m.

The Trustees went into executive session at 9:41 p.m.

Chairman Dukes reconvened the meeting in open session at 10:13 pm and proceeded to Discussion Items 1 and 2.

**Adjournment.** There being no further business, Chairman Dukes adjourned the meeting at 10:13 p.m.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES, II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: November 28, 2017

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 October 31, 2017.

---

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

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

*Tim L. Lyon*

---

Tim Lyon  
Assistant City Manager

Attachment (1)

**SHERATON MIDWEST CITY HOTEL AT THE REED CENTER**

**Fiscal Year 2017-2018**

	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								
Actual (MTD)	324,600	469,661	409,957	620,373								
Budgeted (YTD)	372,126	854,650	1,285,454	1,924,766								
Actual (YTD)	324,600	794,261	1,204,218	1,824,592								
<b>Expenses</b>												
Budgeted (MTD)	345,872	474,833	419,305	526,754								
Actual (MTD)	398,222	466,528	391,915	410,925								
Budgeted (YTD)	345,126	846,959	1,266,264	1,793,018								
Actual (YTD)	398,222	864,750	1,256,665	1,667,591								
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(26,254)	33,945	11,499	112,558								
Actual (MTD)	(73,622)	3,133	18,042	209,448								
Budgeted (YTD)	(26,254)	7,691	19,190	131,748								
Actual (YTD)	(73,622)	(70,489)	(52,447)	157,001								

**Key Indicators**

Hotel Room Revenue	221,752	230,732	200,140	288,298								
Food and Banquet Revenue	92,293	208,368	176,594	273,393								

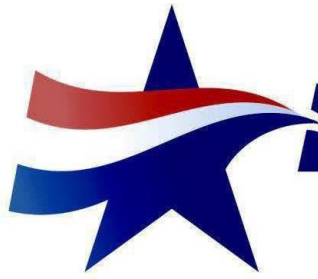
**Fiscal Year 2016-2017**

<b>Revenue</b>												
Budgeted (MTD)	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,621
Actual (MTD)	430,970	420,241	481,316	571,284	465,481	270,078	289,607	438,034	529,524	489,852	461,692	463,169
Budgeted (YTD)	456,340	912,680	1,369,020	1,825,360	2,281,700	2,738,040	3,194,380	3,650,720	4,107,060	4,563,400	5,019,740	5,476,361
Actual (YTD)	430,970	851,211	1,332,527	1,903,811	2,369,292	2,639,370	2,928,977	3,367,011	3,896,535	4,386,387	4,848,080	5,311,249
<b>Expenses</b>												
Budgeted (MTD)	452,385	454,833	452,880	458,476	453,217	449,274	448,194	452,407	475,392	458,533	452,933	449,312
Actual (MTD)	422,001	445,980	446,293	514,505	467,175	374,710	372,928	411,386	449,017	447,813	465,261	470,813
Budgeted (YTD)	452,385	907,218	1,360,098	1,818,574	2,271,791	2,721,065	3,169,259	3,621,666	4,097,058	4,555,591	4,992,539	5,441,851
Actual (YTD)	422,001	867,982	1,314,275	1,828,780	2,295,955	2,670,665	3,043,593	3,454,978	3,903,996	4,351,809	4,817,070	5,287,882
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	3,955	1,507	3,460	(2,136)	3,123	7,066	8,146	3,933	(19,052)	(2,193)	3,407	7,309
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648	80,507	42,038	(3,568)	(7,644)
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054	10,002	7,809	27,201	34,510
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)	(7,460)	34,578	31,010	23,366



NEW BUSINESS/  
PUBLIC DISCUSSION





**MIDWEST CITY**

*Where the Spirit Flies High*

MEMORIAL HOSPITAL  
AUTHORITY AGENDA

MIDWEST CITY, OK



EST 1942





**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA**

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

November 28, 2017 - 7:02 PM

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.

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of November 14, 2017 as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.





DISCUSSION ITEMS



A notice for staff briefings of the 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](http://www.midwestcityok.org)).

**Midwest City Memorial Hospital Authority Staff Briefing Minutes**

November 14, 2017 – 6:00 PM

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman \*Matt Dukes called the meeting to order at 7:01 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, \*Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

**Discussion.**

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for November 14, 2017.** Jim Garrels, President of Fiduciary Capital Advisors, reported on Discussion Item one, the Investment Performance Review. The Trustees had no questions or comments about the agenda.

\*Councilmember Allen arrived at 7:05 PM.

\*Chairman Dukes left the meeting at 7:04 PM and returned at 7:06 PM.

Chairman Dukes adjourned the meeting at 7:06 p.m.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES, II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary

## Midwest City Memorial Hospital Authority Minutes

November 14, 2017 – 7:02 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 9:24 p.m. with the following members present: Trustees Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, \*Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

**Consent Agenda.** Dawkins made a motion to accept the Consent Agenda, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 24, 2017 as submitted.
2. Discussion and Consideration of amended custodial bank agreement with First Bank & Trust Co.
3. Discussion and consideration of approving and entering into engagement letters with Grant Thornton LLP to perform GAAP audits for the calendar year ending December 31, 2016 for 1) Sooner Town Center II, LLC in the amount not to exceed \$25,000; and 2) Sooner Town Center III, LLC in the amount not to exceed \$20,000; and 3) authorizing the City Manager to act on behalf of the City during the audits to provide information, oversee the audit process and make determinations as required.

### **Discussion Items.**

1. **Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending June 30, 2017 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** Eads made a motion to accept the Investment Performance Review, as submitted, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of appointing a new Ward 1 member to the Midwest City Memorial Hospital Authority's Board of Grantors to serve out the remainder of resigning member, Mr. John Cauffiel's four-year term ending on April 26, 2020.** Eads made a motion to appoint Ms. Amy Otto to the Board of Grantors, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of approval of a resolution approving and authorizing the execution of: (a) Omnibus Loan Modification and Extension Agreement (“Extension Agreement”) between the Authority and STC III, LLC, an Oklahoma limited liability company (“Borrower”), and (b) Subordination, Standstill and Intercreditor Agreement and Reaffirmation and Agreement Regarding Rights Under Ground Lease (“Standstill and Intercreditor Agreement”); and, authorizing officers of the Authority to finalize, modify, approve, execute and deliver the foregoing Agreements and other related documents.** Dawkins made a motion to approve Resolution HA-2017-06, as discussed in executive session and upon advice of outside counsel, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Moore, and Chairman Dukes. Nay: none. Absent: Allen. Motion carried.

4. **Discussion and consideration of possible action, if any, resulting from executive session.**

Dawkins made a motion to approve Resolution HA-2017-06, as discussed in executive session and upon advice of outside counsel, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Moore, and Chairman Dukes. Nay: none. Absent: Allen. Motion carried.

**New Business/Public Discussion.** There was no new business or public discussion.

**Executive Session.**

1. **Pursuant to §307(C)(10), Title 25, Oklahoma Statutes, consider convening in executive session on the advice of the Municipal Counselor to receive confidential communications from development counsel concerning the proposed refinancing terms with respect to the Sooner Town Center Shopping Center Project.** Reed made a motion to go into executive session, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried. Chairman Dukes recessed the meeting at 9:26 p.m.

\* Councilmember Allen left the meeting at 9:26 p.m.

The Trustees went into executive session at 9:41 p.m.

Chairman Dukes reconvened the meeting in open session at 10:13 p.m. and proceeded to Discussion Items 3 and 4.

**Adjournment.** There being no further business, Chairman Dukes adjourned the meeting at 10:14 p.m.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES, II, 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: Sara Hancock, Secretary

Date: November 28, 2017

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

---

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

*Sara Hancock*

Sara Hancock, Secretary



NEW BUSINESS/  
PUBLIC DISCUSSION

