



MIDWEST CITY
MEETING AGENDAS FOR
October 24, 2017

STAFF BRIEFING

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

October 24, 2017 – 6:00 PM

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

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the Special Capital Improvement Project Committee, City Council, Municipal Authority, and Hospital Authority for October 24, 2017.



SPECIAL CAPITAL IMPROVEMENT PROJECT COMMITTEE MEETING AGENDA

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

October 24, 2017 - 6:50 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the October 10, 2017 meeting, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of a request to fund the survey of the Caldwell Drive corridor in the amount of \$3,450.00. (Community Development - P. Menefee)

C. ADJOURNMENT.





DISCUSSION ITEMS



Notice of this special Capital Improvement Program Committee meeting was filed with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 48 hours in advance of this meeting.

**MINUTES OF THE SPECIAL STAFF BRIEFING OF THE
CAPITAL IMPROVEMENT PROGRAM COMMITTEE MEETING**

October 10, 2017 – 6:50 PM

This special 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 6:29 PM with the following members present: Committee Members Stan Griel, Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, Christine Allen, Jeff Moore; and Secretary Sara Hancock. Absent: Gary Bachman.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Special Capital Improvement Program Committee agenda for October 10, 2017.

Staff discussed individual agenda items with the Committee Members.

Chairman Dukes closed the meeting at 6:37 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of this special Capital Improvement Program Committee meeting was filed with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 48 hours in advance of this meeting.

**MINUTES OF THE SPECIAL
CAPITAL IMPROVEMENT PROGRAM COMMITTEE MEETING**

October 10, 2017 – 6:50 PM

This special meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Dukes called the meeting to order at 6:53 PM with the following Committee Members present: Stan Griel, Susan Eads, Rick Dawkins, Pat Byrne, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Gary Bachman.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the August 8, 2017 meeting, as submitted.** Dawkins made a motion to approve the minutes, as submitted, seconded by Allen. Voting aye: Griel, Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Bachman. Motion carried.

2. **Discussion and consideration of a request to fund the reconstruction of rail road crossing approximately located at the 700 block of Air Depot Boulevard at the amount of \$25,647.50.** After discussion, Dawkins made a motion to approve the request, as submitted, seconded by Eads. Voting aye: Griel, Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Bachman. Motion carried.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 6:57 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



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 : Capital Improvements Committee

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

DATE : October 24th, 2017

SUBJECT : Discussion and consideration of a request to fund the survey of the Caldwell Drive corridor in the amount of \$3,450.00.

The proposed item funds the survey of the Caldwell Drive corridor. Over time, the area has developed in a piecemeal fashion. Therefore, drainage and roadway improvements for the road have never been completed. Staff has spoken to the property owners and has received easements for the area to install these improvements. To start this design, a survey of the area must be completed first at an estimated cost of \$3450.00. If approved, a city council agenda item will be proposed to enter into an agreement with Cedar Creek Engineering to complete the survey.

The funds for the project would be taken from the 157 Capital Improvement Account.

Patrick Menefee, P.E.
City Engineer

Attachment

October 12, 2017

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



RE: Proposal to Provide Survey Services along Caldwell Drive

Dear Mr. Menefee,

As requested Cedar Creek Consultants, Inc., here after known as CCC, provides the following proposal for review and consideration by City of Midwest City (Client). This proposal is comprised of the following sections:

1. Project Criteria
 2. Project Prerequisites
 3. Defined Scope of Services
 4. Specific Exclusions from Defined Scope of Services
 5. Fees and Reimbursable Expenses
 6. General Terms and Conditions
-
1. **PROJECT CRITERIA:**
This project consists of providing a topographic survey.
 2. **PROJECT PREREQUISITES**
This proposal assumes that Client will furnish the following information with respect to the Project:
 - A. Deeds & Plats
 3. **DEFINED SCOPE OF SERVICES**
See Attached Exhibit A hereto. Each Task will be completed in accordance with a schedule approved by Client. Tasks are sometimes herein referred to as "Services".
 4. **SPECIFIC EXCLUSIONS FROM DEFINED SCOPE OF SERVICES**
 - A. All real estate activities are the responsibility of Client.
 - B. The specifications for or remediation of environmental concerns affecting the proposed site and the removal of and discovered hazardous materials in accordance with applicable local, state, and federal regulations are not part of the Defined Scope of Services.
 - C. Building Elevations for city or neighborhood approval process.

- D. Preparation for and attendance at public hearings and/or dispute resolution proceedings.
- E. Building design services, including architectural, structural, mechanical, electrical, plumbing and fire protection engineering services.
- F. Record Drawings, as modified by the contractor in the field.

5. FEES AND REIMBURSABLE EXPENSES:

A. Fixed Fee for Defined Scope of Services:

A Fixed Fee amount of \$3,450 for a topographic survey. This amount includes compensation for Surveyor's and Engineer's Basic Services. The total Fixed Fee amount accounts for labor, overhead, and profit.

B. Additional Site Visits: The fee for required or requested site visits in excess of those provided for in the Defined Scope of Services will be billed on an hourly basis at the rates set forth in the attached General Terms and Conditions, plus Reimbursable Expenses.

C. Reimbursable Expenses: Reimbursable expenses are in addition to the fees outlined above and will be invoiced at a multiple of 1.15 times the expense incurred. Reimbursable expenses include travel, lodging, printing, and shipping.

D. Payment Terms:

- 1) Invoicing will be based on percentage of work complete and payment is due thirty (30) days from presentation of invoice.
- 2) Invoices not paid when due will bear interest from the due date at the rate of 18% per annum.

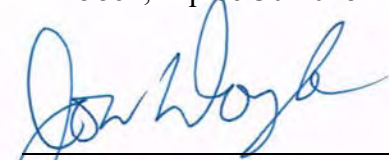
6. GENERAL TERMS AND CONDITIONS

The attached General Terms and Conditions are part of his proposal, as well as Exhibit "A" & "B"

This proposal supersedes all prior proposals and/or agreements between the parties, whether oral or in writing. If the foregoing is satisfactory, please print, date and sign this document in the space provided below and email back to me at jdoyle@cedarcreekinc.com . Receipt of this document with signature will constitute a formal contract between noted parties.

Sincerely,

Cedar Creek Consulting, Inc.
CA-5864, exp 06/30/2018



Jon Doyle, PE
405.778.3385

Via (e-mail)

By: _____
Authorized Signature

Date: _____

GENERAL TERMS AND CONDITIONS

1. MANNER OF PROVIDING SERVICES: CCC shall provide all Services set forth in the Proposal:
 - A. In accordance with professional standards of practice applicable to such Services prevailing in the jurisdiction of the Project Site.
 - B. In accordance with applicable laws, building codes, ordinances, rules and other regulations, including but not limited to those affecting the health, welfare, and safety of the public, duly promulgated by state and local governmental authorities having jurisdiction over the Project.
 - C. As expeditiously as is consistent with professional skill and care.

2. LIMITATIONS: The obligations of CCC to provide the Services set forth in the Proposal, and the responsibility of CCC for any such Services so provided shall be subject to the following limitations, conditions, qualifications, and exclusions:
 - A. Any construction cost estimates, budget evaluations, research and any other estimates or evaluations provided by CCC to the Client shall constitute only CCC's best judgment with respect to the subject thereof. CCC disclaims any warranties or representations that actual costs, budgets, etc. will be within or equal to the estimates or evaluations.
 - B. In any review by CCC of product data, samples, shop drawings, or other information submitted by the Client's contractors, CCC shall have no obligation to determine the accuracy, adequacy or completeness of construction details, construction methods, safety precaution or performance criteria. CCC's approval of any such submittals shall not constitute a determination of any such items. Such approval shall be an indicator by CCC of its belief that the Client's contractors understand the design concept of CCC's Construction Documents and have prepared all product data, samples, shop drawings, or other information in conformance with that design concept.
 - C. CCC shall be entitled to rely upon the accuracy and completeness of all reports, surveys, and information provided by the Client pursuant to this Proposal.
 - D. The Client shall bear all risk of the presence of any hazardous or toxic materials at or near the Project.
 - E. If the Project is permitted for construction based on construction documents supplied by CCC, the Client shall cause the Project to be construction in accordance with those construction documents.
 - F. CCC shall not have control over or charge of and shall not be responsible for any Project construction means, methods, techniques, sequences, procedures, or safety.

G. CCC shall not be responsible for the compliance with the requirements of applicable codes, ordinances, or laws by the Project construction contractor or by vendors for the Project.

3. **ADDITIONAL SERVICES:** Additions or changes to the Defined Scope of Services, the Design Criteria, or other changes or delays which impact the Defined Scope of Services may result in additional services, the fees for which shall be set by mutual agreement at the time such additions or changes are requested, or, absent such agreement, at the following hourly rates:

Project Engineer	\$100.00
Project Designer	\$ 75.00
Administrative Staff	\$ 50.00

4. **CONFIDENTIALITY:** CCC shall maintain the confidentiality of the location of potential and selected sites for the Project, together with any other information supplied to CCC by the Client and designated by the Client as confidential, except:

- A. When such confidential information becomes generally known to the public through no fault of CCC; or
- B. To comply with the order of a court of competent jurisdiction.

5. **INSURANCE:** Upon 10 days of execution of contract

6. **OWNERSHIP AND USE OF DOCUMENTS:** All drawings, specifications or other documents deliverable to the Client by CCC or its Consultants pursuant to this Proposal (“the Documents”), whether in electronic or non-electronic format, shall be the property of the Client, subject however, to the following:

- A. All technology, skill, processes, knowledge, and computer software developed or acquired by CCC or its Consultants to manipulate the data which comprises the Documents shall be the property of CCC or, as applicable, its Consultants/
- B. The client may modify CCC’s work without the consent or additional compensations to CCC; but in such event:

- 1) The Client shall indemnify and hold CCC and, if applicable, its Consultants, harmless from all claims and liability which results from such reuse, including all costs and attorneys fee; and
- 2) The Client shall remove any reference to CCC or its Consultant’s name and/or logo on the documents.

EXHIBIT "A"
Survey Services along Caldwell Dr
Midwest City, OK

CONTRACT INCLUDES THE FOLLOWING:

Topographic Survey(\$3,450)

CONTRACT DOES NOT INCLUDE THE FOLLOWING:

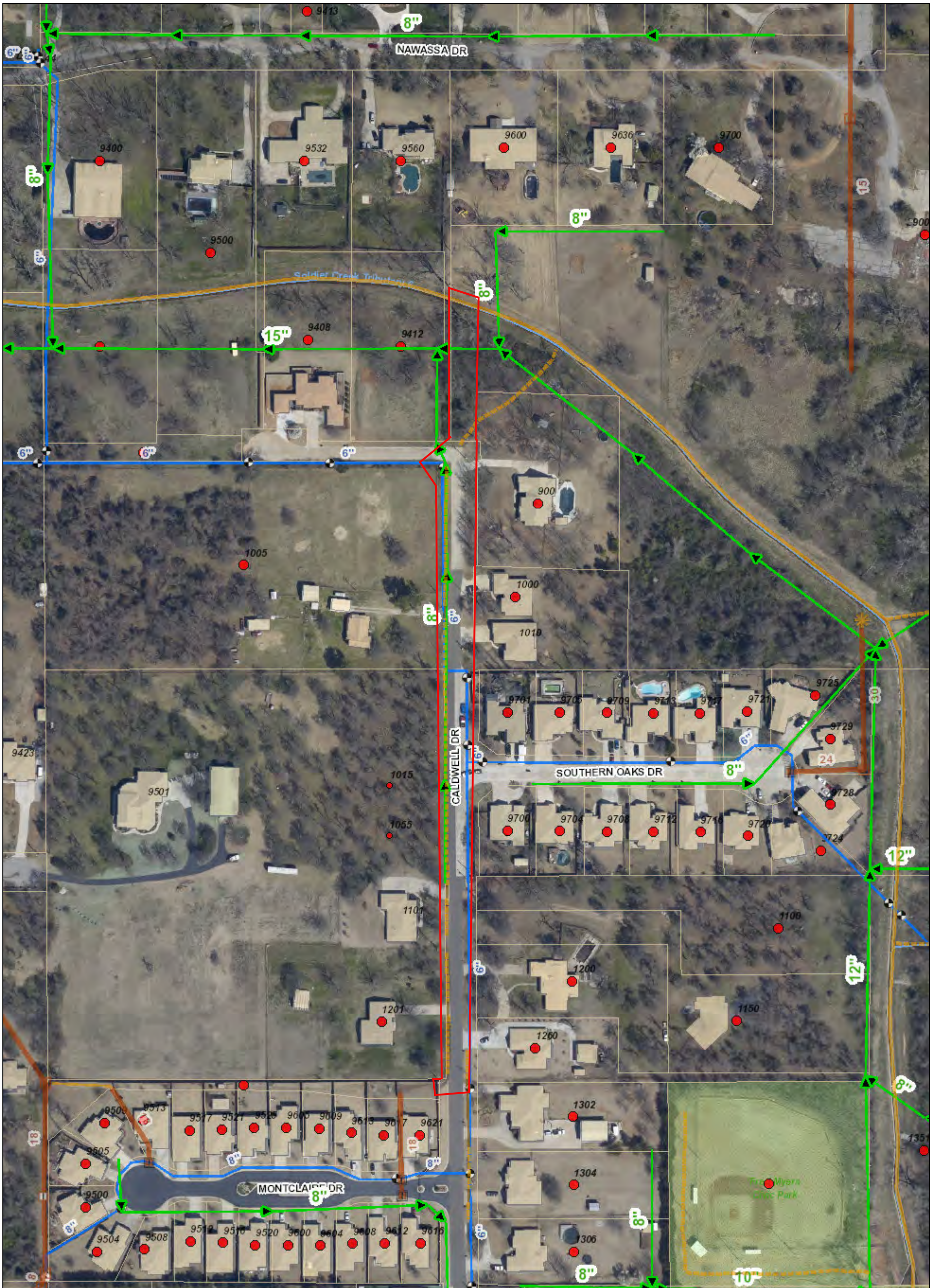
1. Title Work
2. Construction Staking
3. Easement abandonment
4. Due Diligence
5. Offsite Improvements
6. Corps of Engineers Permits
7. FEMA map revisions/LOMRf
8. Sub consultant fees (including but not limited to ESA, Geotechnical, Traffic Study/Design)
9. As-built drawings
10. Platting
11. Permitting or filing fees
12. Water Flow Analysis
13. Signage exhibits/details/specifications
14. Reimbursable Expenses
15. Water, Sewer, and Detention Design
16. Zoning/Public Hearings
17. Site visits



EXHIBIT "B"

- 1.) Prior to performing any of the services, CCC shall obtain and keep in force, at its sole expense, insurance and upon request shall provide to the Client within ten (10) business days of execution of this Agreement a copy of the certificate, binder, declarations page or other satisfactory evidence for such insurance.
- 2.) To the fullest extent permitted by law, CCC shall indemnify and hold harmless Client and its agents, employees and representatives from and against all costs, damages, fines, losses and expenses, including, but not limited to, reasonable attorneys' fees, court costs, investigation costs and all other reasonable costs and expenses arising out of, in connection with, or resulting from CCC's performance of the services under this Agreement, but only to the extent caused by the negligence or breach of contract by CCC, its employees, agents, sub-CCCs or others for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce insurance requirements or other rights or obligations of indemnity which otherwise exist as to CCC. CCC's obligations under this Section 2 shall survive the expiration or termination of this Agreement.
- 3.) The acceptance of final payment by CCC pursuant to this Agreement shall constitute a full release, discharge and waiver of all rights and claims for compensation for services that CCC may have against Client or its property under applicable common and statutory law. Upon receipt of final payment, CCC shall, upon the request of Client, execute and deliver to Client any necessary lien waiver.
- 4.) The relationship of Client and CCC is that of Client and independent CCC and no employer-employee relationship is hereby created. Neither Client nor CCC shall enjoy any of the benefits nor be subject to any of the burdens that would arise, result or proceed or project from an employer-employee relationship, but instead all the rights and duties of each party shall be limited to those provided in this Agreement for independent contractual services. CCC shall be solely responsible for the payment of all social security and unemployment taxes, wage withholding and any other requirements with respect to its employees.
- 5.) In the event of a conflict between any provisions of this Agreement and anything in the exhibits attached hereto or in any of CCC's documents, contracts, proposals, estimates or specifications, the terms and conditions of this Agreement shall prevail.
- 6.) All notices, consents, approvals, requests, demands, and other communications (collectively, "Notices(s)") which may or are required to be sent, delivered, given or obtained pursuant to the terms of this Agreement shall be in writing and shall be given either by hand delivery, by prepaid United States certified mail, or by a reputable overnight delivery service that guarantees next day delivery and provides a receipt. All notices shall be addressed to the parties at their respective addresses set forth on the first page of this Agreement, as same may be changed from time to time. Either party may, by notice in the manner provided above, change its address for all subsequent Notices. All Notices given by certified mail shall be deemed given two (2) business days after they are so mailed. All Notices given by overnight delivery or hand delivery shall be deemed given on delivery. A party's failure or refusal to accept service of a Notice will constitute delivery of the Notice.
- 7.) CCC will perform the professional services in a timely manner consistent with sound engineering practices.
- 8.) This agreement may be terminated by either party upon ten (10) days written notice. In the event of termination, CCC shall be paid for services performed to the date the Agreement is terminated.
- 9.) The law of the State of Oklahoma will govern the validity of the Agreement terms, their interpretation and performance.
- 10.) This Agreement is binding upon the parties, their heirs, successors and assigns.
- 11.) The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.

THE FOREGOING PROVISIONS ARE PART OF THE AGREEMENT BETWEEN CCC AND CLIENT.



1 in = 146 ft
when printed actual size
on 11"x17" paper

DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



MIDWEST CITY

Where the Spirit Flies High

CITY COUNCIL AGENDA

MIDWEST CITY, OK



EST 1942



MIDWEST CITY COUNCIL AGENDA

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

October 24, 2017 – 7:00 PM

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

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Vaughn Sullivan, Public Works Director
 - Pledge of Allegiance by ROTC Cadets, Preston Benefee and Dakota Filibeck
 - Community related announcements and comments
 - “Extra Mile Day” Proclamation
 - “Native American Month” Proclamation
- 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 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 a regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 10, 2017, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Downtown Redevelopment Fund, expenses/29th Street (92) \$50,000. Grants Fund, revenue/Intergovernmental (62) \$45,000; revenue/Transfers In (62) \$3,443; expenses/Police (62) \$48,443. Police Impound Fees Fund, expenses/Transfers Out (62) \$3,443. Emergency Operations Fund, expenses/Emergency Operations (21) \$12,000. (Finance - C. Barron)
 3. Discussion and consideration of accepting the City Manager's Report for the month of September 2017. (Finance - C. Barron)
 4. Discussion and consideration of 1) approval of and entering into the Oklahoma Housing Finance Agency (OHFA) Home Investment Partnerships Program (HOME) grant contract to receive \$200,000 for down payment and closing cost assistance in Midwest City and agreeing to provide \$50,000 in banked matching funds; 2) authorization of the Mayor and City Manager to enter into the necessary contracts and certifications to implement all aspects of the grant. (Grants Management - T. Craft)
 5. Discussion and consideration of approving and entering into a contract with VistaCOM in the amount of \$24,385.04 for the purchase and installation of a 911 recorder. (Emergency Management - M. Bower)
 6. Discussion and consideration of entering into a contract for fiscal year 2017-2018 with SimplexGrinnell in the amount of \$19,835.56 for required scheduled inspections for those buildings within the city requiring such services per code. (Fire - B. Norton)

7. Discussion and consideration of 1) approving and entering into the 2017 Safe Oklahoma Grant Program Contract with the Oklahoma Attorney General's Office to establish the terms and conditions under which the City will receive a law enforcement grant in the amount of \$45,000; and 2) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant. (Police - B. Clabes)
8. Discussion and consideration of entering into and approving a contract with HR&A for the creation of an Innovation District Plan. (Community Development - B. Harless)
9. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170265 from the State Department of Environmental Quality for the Looping Waterline Extension Project (S.E. 10th Street and Meade Drive), Midwest City, Oklahoma. (Community Development - P. Menefee)
10. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170633 from the State Department of Environmental Quality for the Sooner Rose Addition Phase II Sewer Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
11. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170632 from the State Department of Environmental Quality for the Sooner Rose Addition Phase II Water Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
12. Discussion and consideration of accepting maintenance bonds from Phaze Concrete Inc. in the amount of \$9,517.00 and \$28,000.00, respectively. (Community Development - P. Menefee)
13. Discussion and consideration of entering into and approving a contract with Jeff Johnson of Real Property Construction for redevelopment of City-owned lots in Original Mile Neighborhood. (Community Development - B. Harless)
14. Discussion and consideration of entering into and approving a Master Services Agreement for Professional Engineering Services with Garver and Associates at following negotiated hourly rates. (Community Development - P. Menefee)
15. Discussion and consideration of entering into and approving a second amendment to the Agreement for Professional Engineering Services with Garver, LLC in the amount of \$43,800 for the preparation of engineered construction plans for the relocation of the City's existing waterlines located at Sooner Road and Interstate 40. (Community Development - P. Menefee)
16. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Guy Engineering Services, Inc. in the amount of \$28,820 for the preparation of engineered construction plans for a new pedestrian bridge and bridge rail repairs for the Reno Avenue Soldier Creek crossing. (Community Development - P. Menefee)
17. Discussion and consideration of approval of federal aid programming resolution for the following project for inclusion into the FFY 2017-2020 Transportation Improvement Plan: New Signals-Orchard/Douglas and Air Depot/Rail with Trail. (Community Development - P. Menefee)

18. Discussion and consideration of approval of federal aid programming resolution for the following project for inclusion into the FFY 2019-2022 Transportation Improvement Plan: Striping City-Wide (various locations). (Community Development - P. Menefee)
19. Discussion and consideration of awarding the bid to and entering into a contract with Cedar Creek Engineering in the amount of \$3,450.00 for a Caldwell Drive corridor survey. (Community Development - P. Menefee)

D. DISCUSSION ITEMS.

1. Discussion and consideration of a presentation by Antonia Jennings, Crutch Community Foundation Chairperson, concerning Crutch School District's (the District) desire to build a new school near the northeast corner of NE 10th and Air Depot. (City Manager - G. Henson)
2. (CA-77) Discussion and consideration of an appeal by Marc Swanson of Black Bear Diner to Section 9-386 of the Sign Ordinance which only allows one (1) freestanding sign per frontage. (Community Development - B. Harless)
3. (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. (Community Development - B. Harless)
4. (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. (Community Development - B. Harless)
5. (PC – 1921) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Residential for the property described as Lot 1, Block 4 of the Traub Addition, addressed as 702 Foster Place. (Community Development - B. Harless)
6. (PC-1922) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial, to SPUD, Simplified Planned Unit Development governed by the C-3, Community Commercial for the property described as Block 4 of the Kuhlman Addition and addressed as 6825 SE 29th Street. (Community Development - B. Harless)
7. (PC – 1923) Public hearing with discussion and consideration of approval of an ordinance redistricting from Planned Unit Development (PUD) governed by the Medium Density Residential district to a Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential District and a resolution to amend the Comprehensive Plan from MDR, Medium Density Residential to LDR, Low Density Residential, for the property described as a part of the NE/4 of Section 1, T-11-N, R-2-W, located on the west side of Meade Drive. (Community Development - B. Harless)

8. (PC – 1925) Public hearing with discussion and consideration of approval of a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to OR, Office/Retail and an ordinance to redistrict from R-6, Single Family Detached Residential, C-3, Community Commercial and R-HD, High Density Residential to Planned Unit Development (PUD) governed by the C-3, Community Commercial District 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)
9. (PC – 1926) Public hearing with discussion and consideration of approval an ordinance to redistrict from R-6, Single Family Detached Residential to Planned Unit Development (PUD) governed by the C-3, Community Commercial District 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)
10. (PC–1927) Public hearing with discussion and consideration of approval of the Sooner Rose Warren Addition Final 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, located on the northwest corner of SE 15th Street and Buena Vista Avenue, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

1. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Archie Huston Workers Compensation Case No. MWC15-723, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)
2. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3) and (c)(10), on the advice of the Municipal Counselor, to receive confidential communications from development counsel concerning the proposed refinancing terms with respect to the Town Center Shopping Center Project and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

G. FURTHER INFORMATION.

1. Minutes of the October 3, 2017 Planning Commission meeting. (Community Development - B. Harless)

H. 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).

Midwest City Council Staff Briefing Minutes

October 10, 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, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for October 10, 2017.

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

*Councilmember Eads left the meeting at 6:35 PM.

Mayor Dukes closed the meeting at 6:37 PM.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

A notice for regular meetings 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).

Midwest City Council Minutes

October 10, 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 7:00 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and 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 Cadet Breanna Weir, Staff and Council made community-related announcements.

Consent Agenda. Dawkins made a motion to approve the consent agenda, as submitted, except for items 8 and 9, seconded by Byrne. 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 on September 26, 2017, and the minutes of the special City Council Town Hall meeting on September 28, 2017, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Fire Fund, expenses/Fire (64) \$4,004.
3. Discussion and consideration of approving and entering into a Memorandum of Understanding with the Oklahoma Office of Homeland Security for a Federal FY 2017 Homeland Security Grant Program grant for local funding for the Oklahoma Interoperable Communications Program in the amount of \$398,750.00 and assigning those grant funds to the State of Oklahoma to purchase and install interoperable communications equipment; purchase and install software upgrades for existing 800 MHz equipment; and fund planning and operational oversight costs for the statewide interoperable communications systems (700/800 MHz trunked and conventional), including but not limited to the salary and benefits of Oklahoma Office of Homeland Security and/or Oklahoma Department of Public Safety communication planners; and authorizing the mayor and/or city manager to enter into and execute any agreements and/or other documents on behalf of the City that are necessary or appropriate to effect the purposes and objectives of the grant.
4. Discussion and consideration of entering into and approving an Agreement for Professional Discretionary Plan Review Services with Johnson and Associates at following negotiated hourly rates.
5. Acceptance of lot located at the street address of 400 Lockheed Drive in the Original Mile Neighborhood.
6. Discussion and consideration of approval of federal aid programming Resolution 2017-39 for the following project for inclusion into the FFY 2018-2021 Transportation Improvement Plan: Air Depot Boulevard Resurfacing - SE 29th to SE 15th.

7. Discussion and consideration of approval of federal aid programming Resolution 2017-40 for the following project for inclusion into the FFY 2018-2021 Transportation Improvement Plan: Air Depot Boulevard Resurfacing - SE 15th to Reno.
8. **Discussion and consideration of entering into a contract with MTZ Construction, Inc. in the amount of \$25,647.50 for the Air Depot Boulevard Rail Road Construction Project.** Eads made a motion to continue this item until the November 14, 2017 City Council meeting, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
9. **Discussion and consideration of 1) passing and approving a resolution of support for the nomination of Mayor Matthew D. Dukes II for election to the District 8 seat on the Board of Directors of the Oklahoma Municipal League; and 2) declaring such nomination to be for the benefit of the City of Midwest City and other municipalities within the district; and declaring the mission of the Oklahoma Municipal League to be for the public purpose.** Dawkins made a motion to approve Resolution 2017-41, as submitted, 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 passing and approving Resolution 2017-38 declaring property surplus, authorizing sale by auction, and closing to public use a certain tract of land located at end south end of Texas Avenue at Belleview Drive. The parcel is shown as a public street on the plat of Pointon City Second Addition Blocks 6, 7, 8, 9 and 10, located within the corporate boundaries of Midwest City, in the NE/4 of Section 6, T 11N R1W, Oklahoma County Oklahoma.
11. Discussion and consideration of 1) declaring Court property, (3) window speaker parts and (1) electric stair step machine as surplus; and 2) authorizing the disposal of all by public auction, sealed bid or destruction, if necessary.
12. Discussion and consideration of declaring city vehicle unit 06-00-93, a 2012 Chevrolet Impala police patrol car, VIN number 2G1WD5E3XC1158765, surplus and authorizing its disposal by sealed bid or auction.

Discussion Items. None.

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

Mayor Dukes recessed the meeting at 7:13 PM and called it back into order at 7:17 PM.

Executive Session.

1. **Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S. sec. 307(B)(4), to discuss legal options regarding illegal use of the City's registered trademark.** Allen made a motion to go into executive session, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried. The Councilmembers went into executive session at 7:26 PM.

Chairman Dukes called the meeting into open session at 7:38 PM. Eads made a motion to proceed as discussed in executive session, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

2. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3) and (c)(10), on the advice of the Municipal Counselor, to receive confidential communications from development counsel concerning the proposed refinancing terms with respect to the Town Center Shopping Center Project and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

Dawkins made a motion to go into executive session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried. The Councilmembers went into executive session at 7:56 PM.

Chairman Dukes called the meeting into open session at 10:51 PM. Dawkins made a motion to proceed as discussed in executive session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Adjournment.

There being no further business, Mayor Dukes adjourned the meeting at 10:58 PM.

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: October 24, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Downtown Redevelopment Fund, expenses/29th Street (92) \$50,000. Grants Fund, revenue/Intergovernmental (62) \$45,000; revenue/Transfers In (62) \$3,443; expenses/Police (62) \$48,443. Police Impound Fees Fund, expenses/Transfers Out (62) \$3,443. Emergency Operations Fund, expenses/Emergency Operations (21) \$12,000.

The first supplement is needed to budget administrative/professional expenses related to Town Center refinancing. The second and third supplements are needed to budget 2017 Safe Oklahoma Grant from Oklahoma Office of Attorney General and transfer for social security expenses related to grant from Police Impound Fees Fund to Grants Fund. The fourth supplement is needed to budget portion of cost of new 911 Recorder for Emergency Operations Center.

Christy Barron
Finance Director

SUPPLEMENTS
October 24, 2017

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			50,000	
		<u>0</u>	<u>0</u>	<u>50,000</u>	<u>0</u>
Explanation: Budget expenses for admin/professional services related to Town Center refinancing. 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	45,000			
62	Transfers In	3,443			
62	Police			48,443	
		<u>48,443</u>	<u>0</u>	<u>48,443</u>	<u>0</u>
Explanation: To budget 2017 Safe Oklahoma Grant from Oklahoma Office of Attorney General and transfer in from Police Impound Fees Fund to pay social security expenses related to grant.					

Fund POLICE IMPOUND FEES (037)		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	Transfers Out			3,443	
		<u>0</u>	<u>0</u>	<u>3,443</u>	<u>0</u>
Explanation: To budget transfer out to Grant Fund for social security expenses related to 2017 Safe Oklahoma Grant. Funding to come from fund balance.					

Fund EMERGENCY OPERATIONS (070)		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>
21	Emergency Operations			12,000	
		<u>0</u>	<u>0</u>	<u>12,000</u>	<u>0</u>
Explanation: To budget portion of cost of new 911 Recorder for Emergency Operations 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: October 24, 2017

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

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

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

General (10)	<\$127,167>
Police (20)	<\$274,597>
Fire (40)	<\$247,397>

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

2011 semi-annual debt service interest (Hotel/Conf Center)	<\$420,350>
2011A semi-annual debt service interest (Sewer)	<\$676,181>

MWC Hospital Authority (425) activities for September:

Compounded Principal (9010) - unrealized gain on investment	\$1,105,027
Discretionary (9050) - unrealized gain on investment	\$158,771
(9050) - reclassified payment related to Sooner Rose Economic Development Agreement dated Feb. 23, 2016 from investment to economic development expense	<\$2,137,487>

This item is at Council's discretion.

Christy Barron
Finance Director

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

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,627,025	-	1,674,435	119,045	(166,455)	(47,410)	1,627,025
10	GENERAL	4,320,978	(139,456)	4,321,516	9,557,057	(9,697,052)	(139,995)	4,181,522
11	CAPITAL OUTLAY RESERVE	914,729	-	910,331	4,398	-	4,398	914,729
13	STREET AND ALLEY FUND	935,701	-	855,701	150,808	(70,807)	80,000	935,701
14	TECHNOLOGY FUND	263,307	-	409,613	76,790	(223,097)	(146,307)	263,307
15	STREET LIGHT FEE	667,612	-	522,584	145,029	-	145,029	667,612
16	REIMBURSED PROJECTS	740,948	(184,121)	547,839	52,304	(43,316)	8,988	556,827
17	29TH & DOUGLAS PROPERTY	5,500,000	(65,063)	5,434,937	31,087	(31,087)	-	5,434,937
20	MWC POLICE DEPARTMENT	1,101,439	-	1,246,407	3,207,693	(3,352,661)	(144,968)	1,101,439
21	POLICE CAPITALIZATION	894,046	-	890,210	63,534	(59,698)	3,836	894,046
25	JUVENILE FUND	18,205	-	10,774	21,879	(14,447)	7,432	18,205
30	POLICE STATE SEIZURES	60,135	-	60,510	289	(665)	(376)	60,135
31	SPECIAL POLICE PROJECTS	76,981	-	73,425	3,557	-	3,557	76,981
33	POLICE FEDERAL PROJECTS	68,574	-	69,900	204	(1,530)	(1,325)	68,574
34	POLICE LAB FEE FUND	17,806	-	17,610	2,142	(1,945)	196	17,806
35	EMPLOYEE ACTIVITY FUND	19,994	(2)	19,641	752	(400)	351	19,992
36	JAIL	123,943	-	130,475	20,225	(26,757)	(6,532)	123,943
37	POLICE IMPOUND FEE	192,112	-	197,845	13,399	(19,132)	(5,733)	192,112
40	MWC FIRE DEPARTMENT	822,809	(4)	967,831	2,598,917	(2,743,943)	(145,026)	822,805
41	FIRE CAPITALIZATION	584,267	-	574,356	93,906	(83,996)	9,910	584,267
45	MWC WELCOME CENTER	346,727	(172)	351,874	52,312	(57,631)	(5,319)	346,555
46	CONV / VISITORS BUREAU	158,154	-	166,636	83,754	(92,236)	(8,482)	158,154
50	DRAINAGE TAX FUND	62,018	-	61,453	565	-	565	62,018
60	CAPITAL DRAINAGE IMP	410,447	-	427,064	114,667	(131,284)	(16,617)	410,447
61	STORM WATER QUALITY	925,958	-	943,553	196,303	(213,899)	(17,596)	925,958
65	STREET TAX FUND	1,280,719	-	1,241,274	112,919	(73,475)	39,444	1,280,719
70	EMERGENCY OPER FUND	554,846	-	598,793	100,714	(144,661)	(43,947)	554,846
75	PUBLIC WORKS ADMIN	302,028	-	291,156	244,326	(233,453)	10,873	302,028
80	INTERSERVICE FUND	273,290	-	272,360	604,091	(603,160)	931	273,290
81	SURPLUS PROPERTY	353,148	(285,468)	65,589	12,501	(10,410)	2,091	67,680
115	ACTIVITY FUND	357,015	-	335,598	33,748	(12,331)	21,417	357,015
123	PARK & RECREATION	657,695	-	641,380	135,702	(119,387)	16,315	657,695
141	COMM. DEV. BLOCK GRANT	6,039	(10)	6,029	104,797	(104,797)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	173,247	(7,692)	159,993	41,200	(35,637)	5,563	165,556
143	GRANT FUNDS	84,389	(24,389)	60,000	56,154	(56,154)	-	60,000

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

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,396,580	-	2,286,008	114,283	(3,710)	110,573	2,396,580
172	CAP. WATER IMP-WALKER	572,233	-	435,881	160,425	(24,072)	136,352	572,233
178	CONST LOAN PAYMENT REV	2,226,851	(3,735)	2,047,301	251,518	(75,702)	175,816	2,223,117
184	SEWER BACKUP FUND	80,181	-	79,795	386	-	386	80,181
186	SEWER CONSTRUCTION	3,365,695	(175,000)	3,125,875	375,376	(310,556)	64,820	3,190,695
187	UTILITY SERVICES	545,804	(924)	526,935	309,421	(291,476)	17,945	544,880
188	CAP. SEWER IMP.-STROTH	213,133	-	120,773	105,264	(12,904)	92,360	213,133
189	UTILITIES CAPITAL OUTLAY	1,845,103	(115,966)	1,606,173	164,953	(41,990)	122,964	1,729,137
190	MWC SANITATION DEPARTMENT	1,924,718	-	2,196,682	1,516,744	(1,788,709)	(271,965)	1,924,718
191	MWC WATER DEPARTMENT	1,780,061	-	1,227,918	1,945,154	(1,393,011)	552,143	1,780,061
192	MWC SEWER DEPARTMENT	1,245,014	(59)	1,249,298	1,389,962	(1,394,306)	(4,343)	1,244,955
193	MWC UTILITIES AUTHORITY	906,302	-	907,294	4,358	(5,350)	(992)	906,302
194	DOWNTOWN REDEVELOPMENT	4,168,358	(6,881)	4,070,581	403,484	(312,588)	90,896	4,161,477
195	HOTEL/CONFERENCE CENTER	713,287	(724,845)	40,888	1,204,218	(1,256,665)	(52,447)	(11,559)
196	HOTEL 4% FF&E	839,200	-	885,809	48,168	(94,778)	(46,610)	839,200
197	JOHN CONRAD REGIONAL GOLF	183,199	(4,498)	115,510	369,983	(306,791)	63,192	178,702
201	URBAN RENEWAL AUTHORITY	63,565	-	63,260	306	-	306	63,565
202	RISK MANAGEMENT	3,437,491	(37)	3,625,418	507,275	(695,239)	(187,964)	3,437,454
220	ANIMALS BEST FRIEND	57,344	-	95,010	10,010	(47,675)	(37,666)	57,344
225	HOTEL MOTEL FUND	-	-	-	148,162	(148,162)	-	-
230	CUSTOMER DEPOSITS	1,437,707	(1,437,707)	-	6,925	(6,925)	-	-
235	MUNICIPAL COURT	82,465	(82,465)	-	372	(372)	-	-
240	L & H BENEFITS	2,145,248	(132,725)	1,784,337	1,894,558	(1,666,371)	228,187	2,012,524
250	CAPITAL IMP REV BOND	3,442,541	(56,278,123)	(53,371,923)	3,692,888	(3,156,547)	536,341	(52,835,582)
269	2002 G.O. STREET BOND	549,608	-	560,306	2,662	(13,360)	(10,698)	549,608
310	DISASTER RELIEF	1,382,815	(186,959)	1,207,810	58,153	(70,107)	(11,954)	1,195,856
340	REVENUE BOND SINKING FUND	-	-	-	1,381,289	(1,381,289)	-	-
350	G. O. DEBT SERVICES	192,293	-	182,275	10,932	(914)	10,018	192,293
351	TAX INCREMENT FINANCING	-	-	-	-	-	-	-
352	SOONER ROSE TIF	5,771,914	(16,475,000)	-	9,414	(10,712,500)	(10,703,086)	(10,703,086)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	84,667,407	(8,905,917)	74,707,723	2,750,405	(1,696,634)	1,053,770	75,761,493
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,927,525	(427,525)	2,500,000	14,414	(14,414)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	10,060,782	(11,872)	8,016,068	2,123,604	(90,764)	2,032,841	10,048,909
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	1,463,629	(154,711)	1,341,306	574,576	(606,963)	(32,387)	1,308,919
	TOTAL	<u>165,584,384</u>	<u>(85,831,323)</u>	<u>86,193,001</u>	<u>39,606,411</u>	<u>(46,046,349)</u>	<u>(6,439,938)</u>	<u>79,753,063</u>



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: October 24, 2017

RE: Discussion and consideration of 1) approval of and entering into the Oklahoma Housing Finance Agency (OHFA) Home Investment Partnerships Program (HOME) grant contract to receive \$200,000 for down payment and closing cost assistance in Midwest City and agreeing to provide \$50,000 in banked matching funds; 2) authorization of the Mayor and City Manager to enter into the necessary contracts and certifications to implement all aspects of the grant.

The City of Midwest City applied for 2017 HOME funds from OHFA in order to provide down payment and closing cost assistance to first time homebuyers in Midwest City. The program will provide up to \$5,000 in down payment and closing cost assistance to 40 income eligible first time homebuyers in Midwest City. This program encourages homeownership in the community and requires applicants attend a homebuyer education course.

This program has been in operation since 1995 and has provided over 565 low and moderate income households with the opportunity to purchase their first home in Midwest City.

This program will be administered by Grants Management Department staff. The city will establish and maintain an account for the contract amount, will process invoices for payment, and will invoice OHFA for reimbursement. Please see attached contract. Staff recommends approval.

Terri L. Craft
Grants Manager

**HOME INVESTMENT PARTNERSHIPS
HOME PROGRAM
WRITTEN AGREEMENT
PART I**

This Written Agreement entered into by and between Oklahoma Housing Finance Agency, a state beneficiary public trust, as the State of Oklahoma's designated Participating Jurisdiction (PJ) for the HOME Program (OHFA) and City of Midwest City (hereinafter "MWC"), effective as of the 15 day of October 2017.

SUMMARY

OHFA Contract Number: 17-1566

TERM OF THIS WRITTEN AGREEMENT: From date of execution through October 31, 2020

TYPE OF ACTIVITY: Homebuyer Assistance

AFFORDABILITY: Minimum Period in Years: 5 years

Deed Restrictions: ___ LURA: ___ Other: Recapture Agreement

HOME Funding Amount: \$200,000

Submit Reimbursement Report To: HOME Department
OHFA
P.O. Box 26720
Oklahoma City, OK 73126

Issue Payment To: City of Midwest City
Mayor Matthew D. Dukes, II
100 N. Midwest Blvd.
Midwest City, OK 73110

Written Agreement Components: Part I-Summary and Signatures
Part II-Terms and Conditions
Part III-Special Conditions
Part IV-Budget

SIGNATURES FOR EXECUTION OF WRITTEN AGREEMENT

**HOME INVESTMENT PARTNERSHIPS
HOME PROGRAM**

**WRITTEN AGREEMENT
PART I**

OHFA and **MWC** acknowledge and agree that the rights and obligations of each are subject to and governed by the federal HOME Program (24 CFR 92), The HOME Program Final Rule and other Federal Regulations as may be promulgated from time to time, OHFA HOME Program Rules and each of the terms and conditions set forth in Part I, Part II, Part III and Part IV to this Written Agreement, attached hereto and incorporated by this reference.

EXECUTED BY:
City of Midwest City

EXECUTED BY:
Oklahoma Housing Finance Agency

Signature
Matthew D. Dukes, II, Mayor

Signature
Deborah Jenkins, Executive Director

Date _____

Date _____

State of Oklahoma, County of Oklahoma
This Written Agreement was acknowledged
before me on the _____ of _____, 2017
by Matthew D. Dukes, II, Mayor, City of
Midwest City

State of Oklahoma, County of Oklahoma.
This Written Agreement was acknowledged
before me on the ____ of _____, 2017
by Deborah Jenkins, Executive Director,
Oklahoma Housing Finance Agency

Typed Name, _____ Notarial Officer
My commission expires: _____

_____, Notarial Officer
My commission expires: _____

**HOME INVESTMENT PARTNERSHIPS PROGRAM
WRITTEN AGREEMENT
PART II – GENERAL TERMS AND CONDITIONS**

WITNESSETH:

WHEREAS, City of Midwest City (“MWC”), has submitted an Application for funding under the HOME Investment Partnerships Program (the “HOME Program”), which HOME Program is administered by Oklahoma Housing Finance Agency (“OHFA”) as the designated Participating Jurisdiction (PJ) on behalf of the State; and

WHEREAS, based upon the representations, statements and warranties contained in the Application and exhibits and amendments to either filed with, and accepted by, OHFA (hereinafter collectively the “Application”), OHFA has approved funding for the HOME Project; and

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained in this Written Agreement (Parts I, II, III and IV by reference), OHFA and MWC hereby agree to the following terms and conditions as follows:

1. AVAILABILITY of HOME FUNDS

All payments to MWC contemplated by this Written Agreement are to be made only from HOME Funds made available to OHFA by the U.S. Department of Housing and Urban Development (“HUD”) for use in the HOME Program (the “HOME Funds”). Notwithstanding any other provisions of this Written Agreement, payments to be made to MWC pursuant to this Written Agreement are subject to the continued availability of such HOME Funds, as determined by federal and/or state action and/or law. In the event HOME Funds become unavailable to fund this Written Agreement, either in whole or in part, OHFA may, upon written notice to MWC, terminate this Written Agreement, reduce the allocation contemplated by this Written Agreement and the payments to MWC or take such other appropriate action necessitated by any change in the availability of HOME Funds. Said notice shall be delivered by the U.S. Postal Service certified mail return receipt requested or in person with proof of delivery. The effective date of such termination the reduction of the Written Agreement allocation or payments to MWC shall be specified in the notice or shall be the actual effective date of the federal and/or state determination, whichever is later. OHFA shall be the final authority as to the availability of HOME Funds.

2. MODIFICATION OR AMENDMENTS TO WRITTEN AGREEMENT

2.1. Written agreement required. This Written Agreement may be extended, renewed or otherwise modified or amended only by the written agreement of the duly-authorized representatives of OHFA and MWC, unless an amendment or modification is required by federal or state law or regulation, in which case such amendment or modification may be unilaterally made by OHFA.

2.2. Prior approval of OHFA required. All proposed modifications or amendments to this Written Agreement, including the waiver of any provisions herein, must be submitted to OHFA, in writing, and approved by the Executive Director prior to MWC's implementation of the proposed modification or amendment.

2.3. De-obligation of HOME Funds. OHFA may unilaterally modify this Written Agreement to de-obligate funds not obligated by MWCas of the close of the Funding Period specified in Part I of this Written Agreement.

3. OKLAHOMA HOUSING FINANCE AGENCY

3.1. Funding of HOME Project. Subject to the terms and conditions set forth herein and to the availability of HOME Funds as described in Part II, paragraph 1 of this Written Agreement, OHFA will provide HOME Funds for use in the HOME Project described in the Application and approved by OHFA, up to the total allocation specified in Part I of this Written Agreement.

3.2. Monitoring. OHFA shall, throughout the term of this Written Agreement and any extension thereof, monitor and evaluate the financial feasibility and progress of the HOME Project and MWC's continuing fiscal responsibility and MWC's compliance with HOME Program requirements and the terms and conditions of this Written Agreement. Such monitoring and evaluation shall not in any manner, relieve or waive any obligations of MWC under this Written Agreement or pursuant to applicable state and federal statutes, regulations and rules. Any representation to the contrary by MWC to any third party is strictly prohibited and may be grounds for the termination of this Written Agreement by OHFA.

4. ACKNOWLEDGMENTS AND CERTIFICATIONS of MWC.

4.1. General acknowledgments and certifications. MWC acknowledges, represents, warrants and certifies without limitation to OHFA that:

a. The Application was relied upon by OHFA in approving this Written Agreement and that the information, representations and statements contained in the Application were true and correct as of the date of the filing of the Application and as of the making of this Written Agreement, and agrees to inform OHFA, in writing, of any changes in any information filed with OHFA, including representations contained in the Application, within ten (10) days of the occurrence of same. MWC acknowledges and agrees to be bound by the obligations, duties and representations contained in the Application, which Application is incorporated and made a part of this Written Agreement by reference;

b. All requirements of OHFA's *Contractors Implementation Manual* currently utilized in the administration of the HOME Program, and as may be amended during the term of this Written Agreement, which Implementation

Manual is incorporated and made a part of this Written Agreement by reference (hereinafter the "Implementation Manual"), shall be complied with by MWC and MWC's employees and agents and any sub-contractors. The MWC is charged with the responsibility of monitoring and complying with any changes to the Implementation Manual through OHFA's website www.ohfa.org;

c. No costs sought to be reimbursed with HOME funds or otherwise shall be incurred in connection with the HOME Project until MWC has received written notice of the release of HOME Funds by OHFA;

d. MWC has full responsibility for the payment of all employee benefits or deductions required by law, including without limitation, Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax;

e. MWC is an independent Contractor, notwithstanding any other provisions of this Written Agreement, and shall be fully responsible for and shall have the sole and exclusive control of MWC's employees, sub-contractors and agents in the means and methods required to fulfill the obligation of MWC under this Written Agreement; and

f. MWC is solely responsible for insuring that the use of all HOME Funds received pursuant to this Written Agreement comply with all applicable federal, state, and local statutes, regulations and/or other legal authority, as may be modified or amended during the term of this Written Agreement, or any extension thereof, related to the expenditure or use of said HOME Funds.

4.2. Compliance with applicable laws. MWC specifically certifies to the State of Oklahoma, OHFA and HUD that MWC and MWC's employees, agents and sub-contractors have read and are familiar with the 24 CFR Parts 91 and 92 HOME Investment Partnerships Program and the HOME Final Rule, as amended from time to time, and will comply with those requirements and will comply with all applicable terms of the following statutes, regulations and executive orders, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference. Any conflict between the Written Agreement and 24 CFR Parts 91 and 92 or the Final Rule shall be controlled by 24 CFR Parts 91 and 92 or the Final Rule, except in those cases where OHFA has adopted more restrictive requirements than those included in 24 CFR Parts 91 and 92. The following are for general reference and do not constitute or represent all of the HOME Program or other federal regulations and are referenced in 24 CFR Part 92 Subpart H Other Federal Requirements:

4.2.1 Non-discrimination and Equal Opportunity

Equal opportunity: No person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or

activity funded in whole or in part with HOME Funds. In addition, HOME Funds must be made available in accordance with the following:

- a. Title VI of the Civil Rights Act of 1964 (42 USC §2000d, et seq.), which prohibits discrimination on the basis of race, color, or national origin under any program receiving federal funds. Implementing regulations are at 24 CFR, Part 1;
- b. Title VIII of the Civil Rights Act of 1968 (42 USC §3600-3620, 1988), popularly known as the Fair Housing Act;
- c. Executive Order 11063 (1962), as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307), which requires equal opportunity in housing. Implementing regulations are at 24 CFR, Part 107;
- d. Age Discrimination Act of 1975 (42 USC §6101-07), which prohibits discrimination on the basis of age. Implementing regulations are at 24 CFR, Part 8;
- e. Section 504 of the Rehabilitation Act of 1973 (29 USC §794), which prohibits discrimination against disabled individuals. Implementing regulations are at 24 CFR, Part 8;
- f. Executive Order 11246 (3 CFR 1964-65, Comp., p.339), which prohibits discrimination on the basis of race, color, religion, sex, or national origin and requires affirmative action in connection with federally assisted construction Written Agreements. Implementing regulations are at 41 CFR, Part 60;
- g. Section 3 of the Housing and Urban Development Act of 1968 (12 USC, Section 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area and that Written Agreements for work in connection with the project be awarded to businesses in or owned in, substantial part by residents of the project area. Regulations are at 24 CFR, Part 135;

4.2.2 92.352 Environmental Review

- a. National Environmental Policy Act of 1969 (42 USC §4231, et seq.) and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;

4.2.3 Displacement, relocation and acquisition:

All requirements of 24 CFR, Part 92.353, Displacement, Relocation and Acquisition;

4.2.4 92.354 Labor

- a. Davis-Bacon Act (40 USC §276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction Written Agreements with 12 or more units assisted. Regulations are at 29 CFR, Part 5. The MWC further certifies that it shall include in its bidders' packages the U. S. Department of Labor Wage Determination List and a statement that the MWC and any sub-contractors must comply with these wage rates in performance of the work required;
- b. Copeland (Anti-Kickback) Act (18 USC §874, 40 USC §176c), which applies to all Written Agreements covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;
- c. Written Agreement Work Hours and Safety Standards Act (40 USC §327, et seq.), which requires overtime compensation. Regulations are at 29 CFR, Part 5;
- d. Fair Labor Standards Act of 1938 as amended (29 USC §20, et seq.) which establishes the basic minimum wage for all work and requires payment of over-time at the rate of at least time and a half.

4.2.5 92.355 Lead-Based Paint: Housing assisted with HOME funds constitutes HUD associated housing for the purpose of Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §4821, et seq.) and is, therefore, subject to 24 CFR, Part 35. MWC is responsible for notification, testing and abatement activities;

4.2.6 Flood Insurance: All applicable requirements of 24 CFR, Part 92.352, 24 CFR, Part 58 and Section 202 of the Flood Disaster Protection Act of 1973, as amended (42 USC, §4106). [Under the Flood Disaster Protection Act of 1973, as amended, HOME Funds may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless: (i) the community in which the area is located is participating in the National Flood Insurance Program, or less than one year has passed since FEMA notification regarding such special flood hazards; and (ii) flood insurance protection is obtained as a condition of the approval of financial assistance.]

4.2.7 92.356 Conflict of interest: All applicable requirements of 24 CFR Part 92.356 Conflict of Interest.

4.2.8 92.357 Executive Order 12372: All requirements of 24 CFR, Part 92.357 regarding Executive Order 12372, Inter-governmental Review of Federal Programs. Regulations are at 24 CFR, Part 52;

4.2.9 92.358 Consultant activities: No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable and customary rate of compensation for personal services paid with HOME funds.

4.3. Written Agreement Administration. MWC specifically certifies to the State of Oklahoma, OHFA and HUD that MWC shall comply with the following, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference:

a. 24 CFR, Part 92.502 and the requirements of OHFA contained in the Implementation Manual concerning cash management of federal funds; and

b. unless directed otherwise in writing by OHFA, 24 CFR, Parts 84.21 and 92, as amended, and the requirements of OHFA contained in the Implementation Manual related to the application, acceptance and use of federal funds.

5. INSURANCE AND BONDING REQUIREMENTS

5.1. Insurance. MWC shall maintain insurance covering MWC and MWC's employees and the HOME Project of the type and in the amounts required by the Implementation Manual, including without limitation general liability insurance and Worker's Compensation Insurance as required by applicable state and federal worker's compensation statutes. Proof of insurance shall be maintained and made available to OHFA upon request.

5.2. Bonding. OHFA may, as provided in the Implementation Manual, require surety bonds for all officers, directors or employees of MWC responsible for the financial transactions contemplated in this Written Agreement or related thereto. If OHFA requires surety bonds, MWC must comply with the requirement. Proof of any required bonds shall be maintained and made available to OHFA upon request.

6. SUB-CONTRACTORS

6.1. MWC responsibility. MWC shall advise each sub-contractor, if any, of the sub-contractors obligations to adhere to the applicable terms, conditions and certifications of this Written Agreement, including without limitation the right of OHFA to audit. MWC shall require all sub-contractors to meet the minimum insurance requirements as required by reference to State law and as set forth in the Implementation Manual. MWC shall be responsible to OHFA for all acts and omissions of MWC's sub-contractors and of persons directly or indirectly employed by said sub-contractor.

6.2. Sub-contractor certifications. MWC shall require that all sub-contractors execute a certification, as required by 24 CFR, Part 92.350, certifying that neither the sub-contractor nor any principal thereof is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any government program. MWC also agrees, upon request of OHFA, to obtain from MWC's sub-contractors any of the certifications described in paragraph 4 of this Written Agreement. Any certifications required under this paragraph 6.2 or obtained at the request of OHFA shall be maintained by the MWC in accordance with paragraph 10.2 of this Written Agreement.

6.3. Indemnification of OHFA by sub-contractors. MWC shall require that all sub-contractors to execute a *Hold Harmless and Indemnification Agreement* in the form prescribed by OHFA. The Hold Harmless and Indemnity Agreement shall be maintained by the MWC in accordance with paragraph 10.2 of this Written Agreement.

6.4. Independent Contractors. Nothing herein shall be deemed to create a contractual relationship between any sub-contractor and OHFA, nor shall any sub-contractor incur or purport to incur any obligation on the behalf of OHFA.

7. HOLD HARMLESS CLAUSE

MWC shall hold and save harmless HUD, the State of Oklahoma, OHFA and their respective agents, officers, and employees from all claims and actions, all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by MWC. MWC shall hold and save harmless HUD, the State of Oklahoma, OHFA and their respective agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any sub-contractor or any agent for MWC, MWC will specify that such sub-contractors or agents shall hold harmless HUD, the State of Oklahoma, OHFA, and their respective agents, officers, and employees for all the here in before described expenses, claims, actions, or amounts recovered.

8. POLITICAL ACTIVITY

8.1. Hatch Act. All employees of MWC shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §1501s, et seq., 18 USC §595).

8.2. Prohibition on use of HOME Funds. No portion of the HOME Funds may be used for any political activity or to further the election or defeat of any candidate for public office, or for lobbying activities.

9. NO-CONFLICT COVENANT

MWC certifies, warrants and covenants to HUD, the State of Oklahoma and OHFA that other than the compensation for services contemplated by this Written Agreement, no governing board member, director, officer, agent, consultant, employee or sub-contractor of MWC has any interest, direct or indirect, in the HOME Project covered by this Written Agreement nor will any such person or entity receive any benefit from the HOME-assisted activities and projects under this Written Agreement and that none of the enumerated persons shall acquire any such interest during their tenure in office or employment by MWC and for one year thereafter. MWC further covenants that in the performance of this Written Agreement no person having any such interest will be employed by MWC warrants to OHFA that, in the event MWC becomes aware that any governing board member, director, officer, agent, consultant or employee of MWC has a

prohibited interest in or is receiving any benefit from the HOME-assisted activities, HOME Funds and HOME Project(s) covered by this Written Agreement, MWC shall immediately notify OHFA.

10. RECORDS, PUBLICATIONS AND OTHER MATERIALS

10.1. Maintenance of HOME Project Records. MWC shall be responsible for the creation, compilation and maintenance of records and materials pertaining to the use and expenditure of the HOME Funds and the Home Project(s) funded or assisted by said HOME Funds pursuant to this Written Agreement, including, but not limited to, work plans, work orders, invoices, site drawings, interim statements and summaries, photographs, video tapes, correspondence, financial and accounting records and reports, property and personnel records, and any other records set forth in 24 CFR, Part 92.508, *Recordkeeping*, and other instruments and supporting documents, exhibits and records (hereinafter collectively the "HOME Project Records"). MWC shall keep and maintain all HOME Project Records in an organized, systemized fashion at principal office of MWC. All HOME Project Records maintained by MWC shall be segregated from MWC's other records at all times.

10.2. Retention of records. MWC shall retain all HOME Project Records for at least as long as the minimum period(s) specified in 24 CFR, Part 92.508(c).

10.3. Ownership of HOME Project Records. All HOME Project Records are the property of OHFA and MWC shall have no proprietary claim to same. OHFA shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports and materials prepared pursuant to this Written Agreement. No materials or records created, produced or maintained by MWC pursuant to this Written Agreement shall be made subject by MWC to copyright in the United States or any other country.

10.4. Legend. Any publication or other material produced as a result of this Written Agreement shall include in a prominent location near the beginning the following statement:

This (type of material) was financed in whole or in part by funds from the U.S. Department of Housing and Urban Development as administered by Oklahoma Housing Finance Agency on behalf of the State of Oklahoma.

10.5. Audits. All records and accounts of MWC shall be made available on demand to the Oklahoma State Auditor and Inspector, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States and OHFA and their respective agents and designees for inspection and use in carrying out its responsibilities for administration of HOME Funds.

10.6. Reporting requirements. MWC shall furnish OHFA with narrative reports and financial reports related to the HOME Project, HOME Funds and compliance with the terms and conditions of this Written Agreement, in the form and at such times as might be required by OHFA. MWC shall provide OHFA with timely copies of reports from any audits that include HOME Funds received pursuant to this Written Agreement.

10.7. Closeout reports. MWC shall submit closeout documents in accordance with the forms and requirements of the Implementation Manual. MWC may closeout a Written Agreement when all HOME Funds have been drawn down, expended and accounted for in accordance with the terms of this Written Agreement.

11. COMPENSATION TO MWC.

11.1. Amount of allocation. The total allocation of HOME Funds for use in the HOME Project is set forth in Part I of this Written Agreement.

11.2. Requests for reimbursements. Requests for reimbursements may not exceed the allocation amount. All requests for reimbursement shall be submitted to OHFA during the Funding Period specified in Part I of this Written Agreement. MWC's final request for reimbursement must be submitted not later than sixty (60) days after the close of the Funding Period. Requests for reimbursement submitted more than sixty (60) days after the close of the Funding Period may be disallowed by OHFA.

11.3. Decrease in reimbursement request. In order to effect proper cash management, OHFA may, if OHFA determines that MWC has HOME Funds on hand at the time a reimbursement request is made, modify the basis for compensation to MWC and decrease the amount of the reimbursement request. MWC agrees that the determination to decrease a reimbursement request shall be at the sole discretion of OHFA.

11.4. Uses of HOME Funds. HOME Funds allocated pursuant to this Written Agreement shall be used only for expenses incurred during the Funding Period specified in Part I of this Written Agreement for the purposes and activities approved and agreed to by OHFA, except as provided in the Final Rule at 24 CFR Part 92.206(d)(1), and consistent with the terms and conditions of this Written Agreement. No HOME Funds may be used for expenses or obligations incurred after the Funding Period.

11.5. Audit expenses. Allowable audit expenses may be accrued for an audit to be performed after the end of the Funding Period.

12. PROPERTY PROCUREMENT

12.1. Property acquired. Procurement, management, and disposition of property acquired with HOME Funds shall be governed by MWC's internal policies and applicable state laws.

12.2. Construction material. Materials acquired for construction purposes shall be deemed real property once they have become a part of the project.

13. AUDIT and DISALLOWED COSTS

MWC shall comply with 24 CFR, Part 45 and OMB Circular A-133 which are incorporated and made a part hereof. In the event an audit by a CPA firm, OHFA compliance audit or other disclosure results in the determination that MWC has expended HOME funds on disallowed or ineligible costs or other misuses of said funds, MWC shall immediately reimburse OHFA in full for any and all such costs.

14. REPAYMENTS AND RECAPTURED FUNDS

Repayment of HOME Funds is required to be made in accordance with 24 CFR, Part 92.503, *Program Income, repayments, and recaptured funds* and 24 CFR Part 85. MWC shall record the receipt and expenditure of repayment in accordance with the standards specified in 24 CFR, Part 92.503 and shall ensure that repayments are used for additional HOME activities consistent with the representations made in the Application or returned to OHFA immediately.

15. TERMINATION OR SUSPENSION

15.1. By agreement. This Written Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties.

15.2. For cause. This Written Agreement may be terminated or suspended by OHFA, in whole or in part, for cause, after notice and an opportunity for MWC to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with OHFA's Administrative Rules. Grounds constituting cause include, but are not limited to:

- a. MWC fails to comply with provisions of this Written Agreement or with any applicable laws, regulations, guidelines, or procedures, including OHFA policies and issuances, or is unduly dilatory in executing its commitments under this Written Agreement;
- b. Purposes for the HOME Funds have not been or will not be fulfilled or would be illegal to carry out;
- c. MWC has submitted incorrect or incomplete documentation pertaining to this Written Agreement;
- d. MWC is unduly dilatory in executing its commitments under this or a prior Written Agreement with OHFA, including, but not limited to, submission of any audits due, resolution of audit findings, and monitoring results.

15.3. Bankruptcy. If a Petition in Bankruptcy is filed by, or against MWC or the HOME Project, OHFA may, at its option cancel and terminate this Written Agreement.

15.4 De-obligate Funding: OHFA may unilaterally modify this Written Agreement to de-obligate funds not properly drawn down, expended and accounted for by the MWC as of the final date of the term of the contract, or such earlier date as determined by OHFA in the event of an uncured default by MWC

15.5 Liability for breach. MWC shall not be relieved of liability to OHFA for damages sustained by OHFA by virtue of any breach of this agreement by MWC OHFA may withhold payments due under this agreement pending resolution of the damages.

16. MISCELLANEOUS PROVISIONS

16.1. Interpretation and Enforceability. In the event the terms or provisions of this Written Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of the terms and provisions of this Written Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Written Agreement and the administrative procedures available under OHFA's Administrative Rules and the Oklahoma Administrative Procedures Act, 75 Oklahoma Stat., Sections 251, *et seq.* In the event OHFA must initiate proceedings to enforce the terms and conditions of this Written Agreement or seek redress for damages caused by MWC's breach of this Written Agreement, OHFA shall be entitled to recover all costs, including without limitation, court costs and attorney's fees, incurred in such proceedings.

16.2. Non-Waiver of Defaults. Any failure by OHFA, at any time, to enforce or require the performance of any of the terms or conditions of this Written Agreement, or to exercise a right hereunder, or payment or reimbursement of MWC, shall not, nor shall it be construed to constitute a waiver or limitation of any terms, conditions or rights of OHFA, the State of Oklahoma or HUD hereunder or at law.

16.3. Assignment. MWC shall not assign this Written Agreement in whole or in part, without the prior written consent of OHFA, nor shall MWC assign or pledge any moneys due to, or to become due to MWC pursuant to this Written Agreement, without the prior written consent of OHFA.

16.4. Binding Effect. The terms and conditions of this Written Agreement shall extend and inure to the benefit of and be binding upon the respective successors, heirs, and assigns of the parties hereto. All indemnifications contained in this Written Agreement shall survive the completion of the Project, and the expiration or termination of this Written Agreement.

16.5. Entire Agreement. This Written Agreement, including Parts I, II, III and IV, attachments, documents and statutes, regulations and Executive Orders incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the matters set forth herein.

16.6. Construction. This Agreement shall be construed, enforced, and governed in accordance with the laws of the State of Oklahoma and applicable federal statutes and regulations.

16.7. General. The captions and headings used in this Written Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

16.8. Notice. All notices, requests and demands shall be to the following persons:

To OHFA: Oklahoma Housing Finance Agency
ATTENTION: Housing Development Team Leader
100 N. W. 63rd Street, Suite 200
Mail: P.O. Box 26720
Oklahoma City, Oklahoma 73126-0720

To MWC: To the attention of the MWC
at the address set forth in Part I of this Written Agreement.

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or deposited in the United States via certified mail, return receipt requested, properly addressed and with postage prepaid.

IN WITNESS WHEREOF, the authorized representatives of MWC and OHFA have executed this Written Agreement as witnessed by their signatures on Part I to this Written Agreement, *Summary and Signatures*.

Part III - SPECIAL CONDITIONS

City of Midwest City (MWC) has read and reviewed all of the following Special Conditions and agrees and acknowledges that MWC must comply with each:

1. HOME Project Allocation and Use of HOME funds

- A. MWC will utilize HOME funds of \$200,000 awarded by this Written Agreement for Homebuyer Assistance to forty (40) qualified homebuyers in Midwest City.
- B. MWC will be acting as a Sub-Recipient administering a part of OHFA's Down-Payment Assistance Program.
- C. MWC agrees to comply with HOME regulations and the HOME Final Rule and required provisions at 24 CFR Part 92.504 and the terms of this Written Agreement.
- D. This subsidy from OHFA to MWC is in the form of a grant.
- E. The Match requirement for this Written Agreement is \$50,000, contributed by MWC from its Banked Match for \$50,000.

2. HOME Project Description

- A. MWC will provide direct financial assistance to approximately forty (40) HOME-eligible homebuyers through down payment, closing costs, and principal reduction.
- B. The amount of assistance shall not exceed \$5,000 per homebuyer. It is further limited to the amount of subsidy necessary to make the home affordable to the homebuyer household as set forth in the next section.
- C. Homebuyer will contribute a portion of down payment/closing costs amounting to a minimum of \$500 or 1.5% of the sales contract price, whichever is greater.

3. Underwriting Standards

- A. The front end ratio cannot exceed 35%, and the back end ratio cannot exceed 50%. The front end ratio is defined as a household's monthly housing expenses divided by the household's monthly gross income. The back end ratio is defined as a household's total monthly debt divided by the household's total monthly gross income.
- B. The interest rate charged must be reasonable and customary.
- C. No adjustable rate mortgages are allowed.
- D. Costs such as loan processing fees, loan servicing fees, and/or underwriting fees must not exceed \$1,000 total. These costs may be paid out of HOME funds as soft costs, but they cannot be charged directly to the homebuyer(s).
- E. **MWC must underwrite each proposed home sale to ensure the homebuyer(s) receive no more subsidy than is required to make the home affordable to the homebuyer(s).** "Affordable" for this purpose means at least twenty percent (20%), but not more than thirty five percent (35%) of the household's total monthly gross income will be used for monthly housing expenses. Therefore, the front end ratio should not be lower than twenty percent (20%).
- F. **OHFA must review each underwriting and approve each sales price prior to closing. The sales price of any home cannot exceed 95% of the Area Median Sales Price for the Oklahoma County in which the home is located, as established by HUD.**

4. Project Operational Requirements

- A. All units will be restricted to homebuyers at 80% or less of Area Median Income (AMI). MWC will ensure that all homebuyers and/or households have incomes that do not exceed 80% of the AMI for Oklahoma County as published annually by HUD.
- B. MWC will ensure a Second Mortgage is filed on each unit that receives HOME-assistance. The term of affordability is for five (5) years. **OHFA has the right to enforce all provisions of this Written Agreement throughout the period of affordability, five (5) years, regardless of the Written Agreement completion date.**
- C. The Recapture amount will be the amount of the subsidy. Recaptured funds will be based upon net proceeds.
- D. Each homebuyer shall successfully complete Homebuyer Education prior to closing. The classes must be organized by someone who is certified, or is eligible for certification, by Oklahoma Homebuyers Education Association or other such recognized organization that provides training/certification.
- E. MWC will ensure homeowner eligibility according to HOME income guidelines and the Homebuyer Assistance guidelines in OHFA's HOME Application Packet.
- F. MWC must enter into a Written Agreement with each eligible homebuyer that includes, at a minimum, the following: The housing must conform to the requirements of 24 CFR 92.254(a). The housing must be modest; its value must not exceed 95% of the median price of comparable housing. The home must be the principal place of residence of the homebuyer. Recapture provisions must be set forth in detail, and written in such a way that the homebuyer can understand them. The agreement should set forth the amount of HOME assistance provided, the form of such assistance, and the deadline for acquiring the housing unit with the HOME funds, if applicable. The agreement should be drafted in such a manner as to ensure compliance with all HOME Program requirements, and ensure that the homebuyer fully understands such requirements.

5. Period of Affordability

- A. MWC will ensure the affordability requirements are met in accordance with 24 CFR Part 92, including the homebuyer maintaining the property as the principal place of residence.
- B. A Recapture Agreement must be prepared and filed. The Recapture Agreement will provide for recapture of the direct subsidy upon any sale of the property, and only from any net proceeds of the sale. It must be for the duration of the period of affordability. The period of affordability will be five (5) years. Homeowners shall be permitted to retain any and all proceeds above and beyond the required recapture amount, if any exist.
- C. OHFA has the right to enforce all provisions of this Written Agreement throughout the period of affordability, regardless of the Written Agreement completion date.

6. Environmental Review

- A. MWC will ensure that all appropriate environmental reviews are satisfactorily completed pursuant to the guidelines set out in 24 CFR Part 58. **Under the HOME Environmental process, no funds, either HOME or non-HOME funds may be committed until the**

Release of Funds is received, except as noted in Section 8.B. below. Also, no contracts should be entered into during this timeframe, especially a contractor or homeowner. This Written Agreement is contingent upon successful completion of the environmental review process.

7. Project Documentation

- A. Documentation for all Federal Requirements (Fair Housing, Minority Outreach, Environmental, Housing Complaints, Conflict of Interest, and etc.) must be maintained and available for review.
- B. Create and maintain a complete record of all items pertaining to the Project, documentation and information that would help expedite the compliance monitoring process. OHFA prefers that said information be organized, with tabs.

8. Disbursement of Funds

- A. **Requests for disbursement of funds cannot be submitted until such time as the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed to pay eligible expenditures.**
- B. Eligible costs incurred in accordance with 24 CFR Part 58 on or after September 13, 2017 until the date of execution of this Written Agreement may be reimbursed upon completion of Environmental Review Process. These costs shall be processed through the normal Disbursement procedures.

9. Notice of Personnel Changes

- A. MWC will notify OHFA anytime there is a change in any staff position that would be involved in this project. MWC's capacity will be reevaluated at that time.

10. Schedule for Completing Tasks and Deadlines

- A. MWC must fully complete the Project as set forth in the Application by no later than October 31, 2020. **In monitoring the performance of MWC, OHFA will also refer to the more detailed schedule provided in the Application, which stated completion by February 2019, which is a part of this Written Agreement and incorporated by reference.**

11. Logs and Reports

- A. Establish and maintain a Use of Funds Log, which clearly identifies the amount of funds used in each project (HOME, other federal, private or a combination thereof).
- B. Establish and maintain a Match Tracking Log that will account for expenditures of Match contributions used in each project.
- C. Reimbursement Reports: Must be submitted by noon on Friday to be paid by the following Friday.
- D. Activity Completion Reports: Must be submitted within 120 days of final activity draw.

- E. Closeout Documentation: Submit no later than 60 days after the end of the Written Agreement period or completion of project.
- F. The Minority Business Enterprises report is due on or before October 10th of each year for period from Oct. 1 - Sept 30.
- G. The Annual Performance Report (APR) is due on or before May 15th of each year for the period of April 1-March 31. The APR must also be submitted with the closeout.
- H. Provide other progress/performance and financial reports as required or upon the request of OHFA.

12. Match Requirements

All HOME Project Funds expended under this Written Agreement require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

As set forth in the 2017 Action Plan for the HOME Program, OHFA requires that all applicants meet the full 25% Match requirement, regardless of any Match waivers or reductions by HUD. The Match you committed and identified in your application may be banked based upon submission of proper documentation **if the HOME funds are drawn during a Match waiver period.**

13. Other Requirements

Perform all other tasks and meet all other requirements as outlined in the Application, which is incorporated herein and made a part hereof.

If MWC fails to comply with the terms of this Written Agreement, OHFA may require MWC to repay all or a part of the HOME funds invested in the project.

MWC has read and reviewed all of the Special Conditions and agrees and acknowledges that it must comply with each.

MWC by **Matthew D. Dukes II, Mayor**

Date

**PART IV
BUDGET**

<u>Cost Categories</u>	<u>Amount</u>
Down payment assistance 40 homes	\$200,000.00
Total	\$200,000.00
Banked Match	\$50,000.00
Total Match	\$50,000.00
Total	\$250,000.00

In monitoring the performance of City of Midwest City, OHFA will also refer to the more detailed budget provided in the Application, which is a part of this Written Agreement and incorporated by reference.

All HOME Project Funds expended under this Written Agreement require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

As set forth in the 2017 Action Plan for the HOME Program, OHFA requires that all applicants meet the full 25% Match requirement, regardless of any Match waivers or reductions by HUD. The Match you committed and identified in your application may be banked based upon submission of proper documentation **if the HOME funds are drawn during the Match waiver period.**



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Mike Bower, Emergency Management Director

DATE: October 24, 2017

SUBJECT: Discussion and consideration of approving and entering into a contract with VistaCOM in the amount of \$24,385.04 for the purchase and installation of a 911 recorder.

As you may recall, we have experienced a hardware outage with our current recorder "Revcord" and our emergency/911 calls, radio traffic, and non-emergency phone lines are not being recorded. This is a major outage and may become a liability issue should we not address it immediately. The I.T. department has confirmed that with the Eventide solution, an offsite backup can be established and backed up to an existing SAN/network storage device to insure future data will not be lost. VistaCOM has confirmed with Eventide that they can ship them a new recorder within seven (7) days instead of the usual 4-6 week turnaround time. However, VistaCOM has offered us a loaner unit, at no additional cost, that could be installed within a day or two of being awarded the contract that we may borrow until our new unit arrives.

Staff recommends approval.

Mike Bower

Mike Bower
Emergency Management Manager



Houston, TX

9824 Whithorn Drive
Houston, Texas 77095
P: (800) 708-6423
www.vistacomtx.com

Remit, Sales and Support

Oklahoma City, OK

4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

We have prepared a quote for you

Midwest City PD, Eventide Proposal

Quote # OK002355

Version 1

Midwest City PD, Eventide Proposal



Prepared by:

Vista Com Oklahoma City
 Sean Miller
 281-516-9800 ext 211
 Fax
 sean.miller@vistacomtx.com



Sean Miller




Prepared for:





Midwest City Police Department
 100 N Midwest Blvd
 Oklahoma City, OK 73110
 Scott Walsh
 SWalsh@MidwestCityOK.org
 (405) 732-2266




Quote Information:

Quote #: OK002355
 Version: 1
 Delivery Date: 10/16/2017
 Expiration Date: 12/28/2017

Part Number	Hardware	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Overview: 23 Analog + 8 VoIP <ul style="list-style-type: none"> • 5 Channels of Analog (911 Position Audio - Viper) • 10 Channels of Analog (5 radio dispatch consoles 4 wire TX/RX) Zetron 4000 • 8 Channels of Analog (Radio Consolettes) • 8 Channels of VoIP (Allworx G.711) <p>Pricing is available through Oklahoma State Contract, HGAC Contract, DIR Contract or GSA. The discount from GSA was the largest so we are submitting a proposal with pricing taken From:</p> <p>GSA Contract #: GS-35F-0415V Pricing current through PS-0027 dated December 1, 2015 Contract valid through May 4, 2019</p>						
Base System						
NexLog 740	NexLog 740 base system NexLog 740 base system: 3U rack-mount chassis, Two Mirrored 1TB hard drives, RAID-1 with 167,000 hours of storage Intel Core2 Quad CPU, Dual NIC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, 1 yr hardware warranty, 1 yr software maint. 	1	\$7,995.00	\$7,995.00	\$6,524.89	\$6,524.89
324430	Rack Mount slides - 4 post, 3U (for NexLog 740) Rack Mount slides - 4 post, 3U (for NexLog 740) 	1	\$360.00	\$360.00	\$293.80	\$293.80

109033-003	Quick Install Kit (9 ft. Connector Cable & Punch B Quick Install Kit (9 ft. Connector Cable & Punch Block)		1	\$220.00	\$220.00	\$179.55	\$179.55
Channel Activation							
105284-024	24-Channel Analog Card, 24 Channel Licenses 24-Channel Analog Card, 24 Channel Licenses		1	\$6,000.00	\$6,000.00	\$4,896.73	\$4,896.73
271052	Internal IP Recorder w/ 8 G.711 Channel Licenses Internal IP Recorder w/ 8 G.711 Channel Licenses		1	\$3,850.00	\$3,850.00	\$3,468.51	\$3,468.51
Storage & Power							
				Subtotals:	\$18,425.00		\$15,363.48

Part Number	Software	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)	
271083	MediaWorks Plus Licenses MediaWorks Plus (Web) Concurrent Access for 8 Users		1	\$995.00	\$995.00	\$812.04	\$812.04
209029	NENA ANI/ALI CAD Spill Integration of SMDR NENA ANI/ALI CAD Spill Integration of SMDR - Promotional price BELOW GSA!		1	\$3,495.00	\$3,495.00	\$1,500.00	\$1,500.00
271112	License, Speech to Text Speech to Text Licensing (Experimental)		1	\$0.00	\$0.00	\$0.00	\$0.00
271028	MDC 1200 Radio ID License (Per Analog Card) MDC 1200 Radio ID License (Per Analog Card)		1	\$1,800.00	\$1,800.00	\$1,469.02	\$1,469.02
				Subtotals:	\$6,290.00		\$3,781.06

Part Number	Services	Qty	List Price (Each)	List Price (Extended)	Discounted Price (Each)	Discounted Price (Extended)
Prof Serv Install Bundle	Prof Service Installations Bundle Recorder Solutions Installation Services Includes Site Installation Guides, Project Management, Pre-Configuration, Onsite Installation, System Integrations, and De-trash 	1	\$3,045.00	\$3,045.00	\$3,045.00	\$3,045.00
Prof Support Bundle	Support Product and Configuration Bundle Support For Recording Solution During Period of OEM Materials Warranty. Includes Software Support, Configuration Support, Time and Materials, and all On-Site Maintenance 	1	\$1,495.50	\$1,495.50	\$1,495.50	\$1,495.50
Prof Service Training Bundle	Prof Service Training Bundle Professional Services, Training Programs Designed To Your Solution. Includes Materials, Training Class, and Follow Up Support 	1	\$700.00	\$700.00	\$700.00	\$700.00
<p>Warranty: 1 Year Parts & Labor (24x7) including: On-Site, Remote, Telephone Support, SW Updates, Refresher Training and Pro-active system health monitoring. Primary technicians would be in our Oklahoma City Office (at Perimeter Center).</p> <p>Turn Around: It is understood that turn around is very important due to the existing recorder being down. We have cleared, with Eventide, the ability for them to be able to get a new unit to us in 7 days, instead of the usual 4-6 week turn around. Additionally, we have a loaner unit that could be installed on 10-16 or 10-17 to use until the new unit arrives at no additional charge.</p>						
Subtotals:				\$5,240.50		\$5,240.50

Quote Summary	Amount
Hardware	\$15,363.48
Software	\$3,781.06
Services	\$5,240.50
Total	\$24,385.04

Payment Terms	No. of Payments	Amount
Net 30	1	\$24,385.04

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Oklahoma City, OK
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112
P: (800) 708-6423
www.vistacomtx.com

Sales and Support

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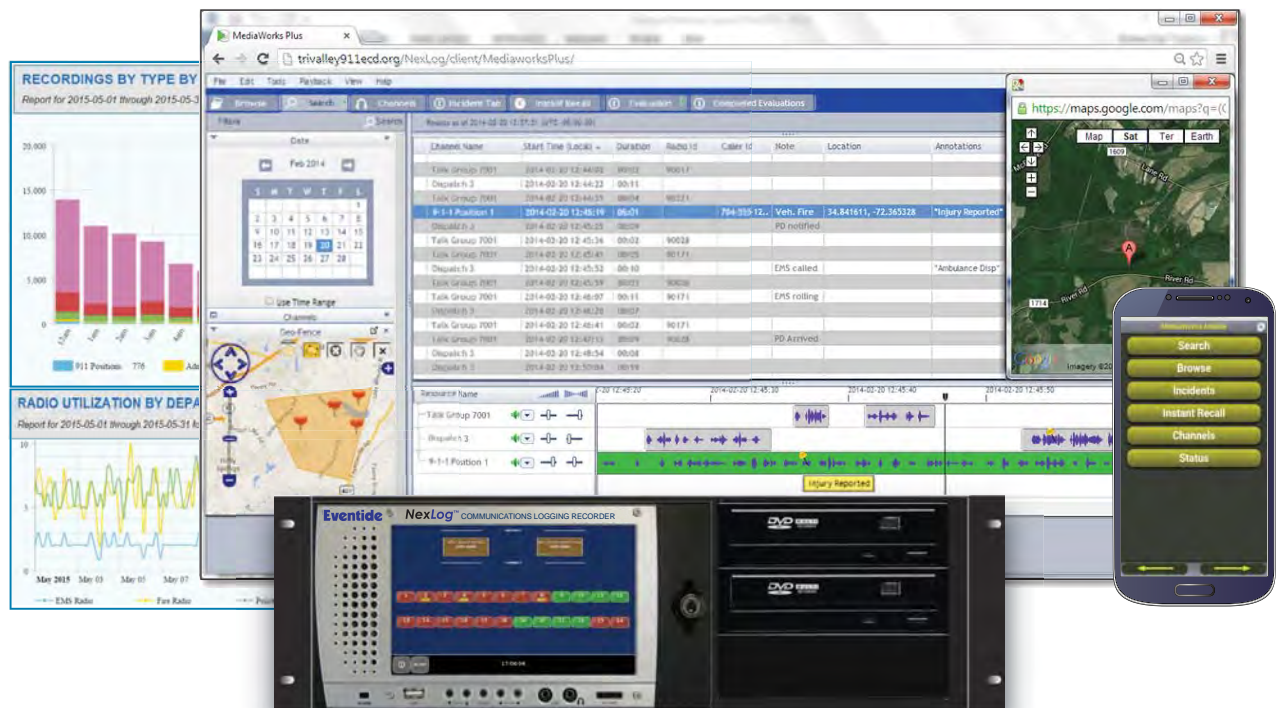
Remit, Sales and Support

Signature

Date

NexLog

COMMUNICATIONS RECORDERS



Advanced Recording Solutions for Mission-Critical Communications

NG9-1-1 • P25 Radio • DMR • IP Dispatch • ATC/ATM
Incident Reconstruction • Instant Recall • Mobile
Quality Assessment • Screen Recording • Reporting
VoIP • SIP • Digital • Analog • T1/E1 • ISDN • ED137

NexLOG COMMUNICATIONS RECORDERS

Public safety, government, institutional and industrial customers at thousands of locations worldwide trust Eventide's mission-critical recording systems to securely and reliably record, protect and reconstruct their most important interactions and related data.

► NexLog Communications Recorders

NexLog systems are Linux-hardened recording platforms with multiple levels of redundancy, an embedded SQL database and up to 12 TeraBytes of internal storage. Archiving options include Blu-ray, DVD-RAM, USB, network attached storage (NAS) and auto-replication between recorders.

NexLog recorders feature multi-tier security, comprehensive user auditing and a web-based configuration management tool. NexLog systems include support for password policies, Active Directory authentication and SNMP.

Next Generation 9-1-1 recording and logging options include support for the i3 SIPREC interface.

NexLog 740



Channel capacity:
Up to 96 Analog or Digital, 192 T1, 240 E1, 240 VoIP, 240 P25/DMR
Rack-mountable (3U)

NexLog 840



Channel capacity:
Up to 240 Analog or Digital, 240 T1, 240 E1, 240 VoIP, 240 P25/DMR
Rack-mountable (4U)

The innovative **NexLog Access Bridge** feature lets you link multiple NexLog communications recorders together for a unified search, replay and incident management experience.

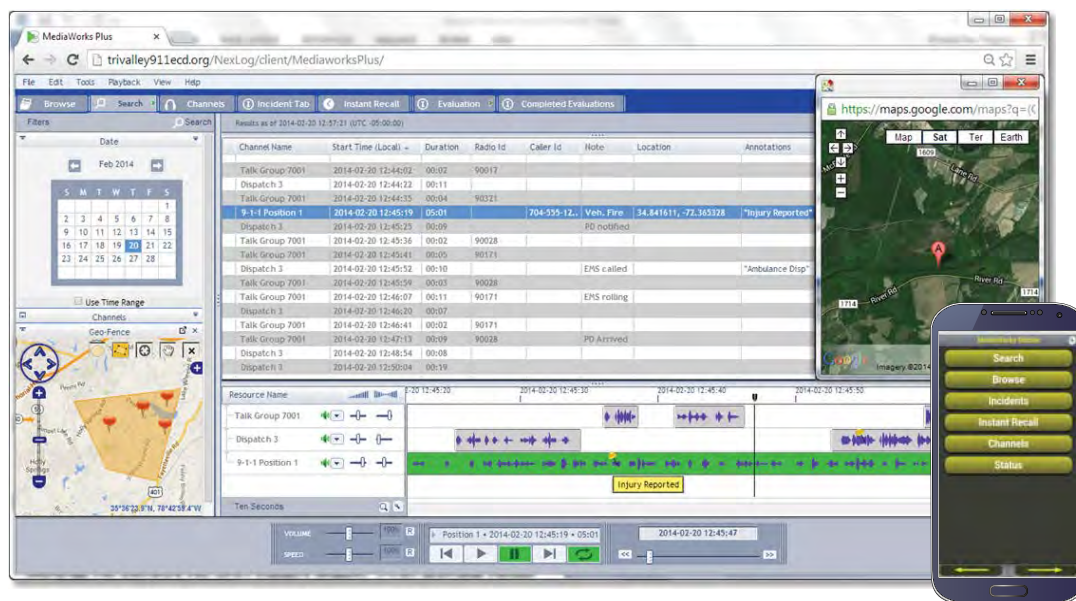
► MediaWorks PLUS Software: Incident Reconstruction, Instant Recall and More!

MediaWorks PLUS software provides a complete set of tools for search, replay, instant recall, incident reconstruction, export and much more. MediaWorks Plus allows secure SSL access from Windows & Mac computers as well as Android & Apple iOS tablets & phones, using Chrome, Firefox, IE or Edge.

Features include multi-parameter search, live monitor, graphical time-line, geo-fence, pitch-corrected variable speed, waveform displays, notes, loop playback, skip forward/back, playback AGC, screen and multimedia replay, text and TDD replay, MP3 option, and show call locations on map*.

MediaWorks PLUS software also provides a comprehensive set of **Incident Management Tools** including:

- Create an incident
- Add incident name
- Add notes
- Attach other media
- Word/Phrase search
- Redact audio
- Split audio clips
- Merge audio clips
- Obfuscate audio
- Audio annotations
- Text annotations
- Protect calls
- Talking time & date
- Incident permissions
- Save the incident
- Export the incident
- Email the incident
- Burn to DVD/Blu-ray

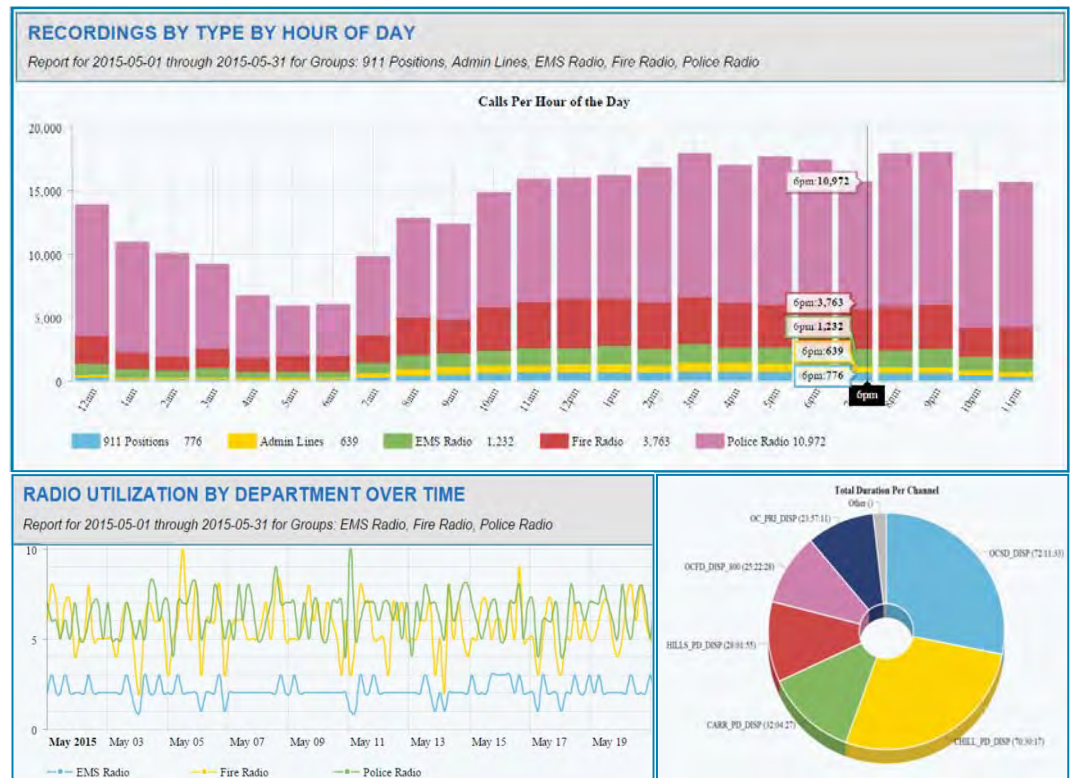


► Enhanced Reports Package

The highly-flexible Enhanced Reporting option is pre-loaded with standard reports, or you can easily build custom reports.

Reports are delivered automatically to users at designated times, days and intervals.

Enhanced Reports get actionable information to supervisors and directors when they need it, increasing awareness and potentially changing the outcomes of critical situations.



► Quality Factor Software: Quality Assessment and Reporting

Quality Factor software enables your QA team to efficiently measure performance trends and identify skills that need improvement.

The integrated form builder lets you easily create evaluation forms and questions that are optimized for your center's specific needs.

Quality Factor reports let you view quality improvement trends by agent and group.

Using Form "911 Eval" to evaluate group: **Call Takers** agent: **V125 Erin**

1	Did the agent properly greet the caller? (Initial Contact) :	<input type="radio"/> Yes <input type="radio"/> No
2	Did the agent verify the caller's telephone number? (Call Control) :	<input type="radio"/> Yes <input type="radio"/> No
3	Did the agent quickly determine the severity of the caller's situation? (Information Gathering) :	1 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 5 <input type="radio"/> N/A
4	Was the agent able to maintain the caller's attention? (Call Control) :	1 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 5

Must comment here...

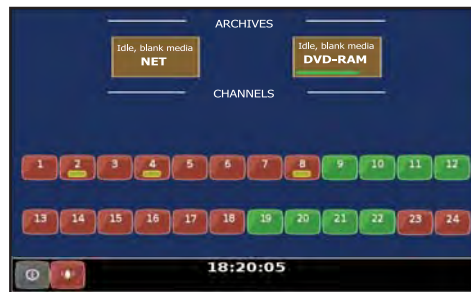
Submit Evaluation Save as in Progress Discard

► Screen Recording: Enhance Your Quality Assessment Process

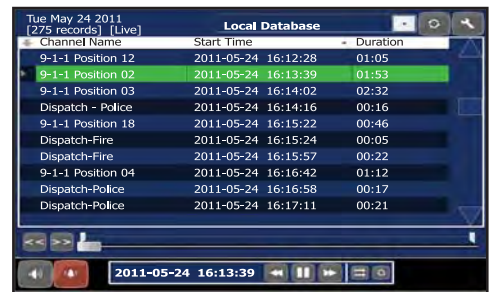
NexLog PC screen recording helps document the important activities (including multi-media interactions) that occur during call handling and dispatch, and allows supervisors to visually evaluate the accuracy each team member's usage of critical software applications such as CAD and EMD.

► LCD Touch Screen

The front panel touch screen option lets you conveniently search and replay calls, protect calls, create incidents, export, burn to CD/DVD, live monitor, view alerts, view archive status and configure the system.



Info mode: Channels, Archives, Alerts, Live Monitor



Replay mode: Search, Replay, Build Incidents, Export

► NexLog Recording Interfaces

RADIO SYSTEMS:

Motorola ASTRO 25
Motorola SmartNet
Motorola SmartZone
Motorola MotoTrbo
Motorola MDC1200
Harris VIDA P25iP SR10+
ISSI for P25 Trunked
EF Johnson ATLAS P25
Tait P25 Trunked
Tait DMR Tier III
Tait DMR Tier II
Tait MPT-IP
Sepura/Flyde DMR III
Sepura/Fylde MPT1327
ICOM iDAS Conv.
Kenwood NexEdge

9-1-1 SYSTEMS:

NG 9-1-1 (i3 SIPREC)
West (Intrado) VIPER
AirBus DS VESTA 4
Zetron MAX Call Taking
Zetron Series 3200
Solacom Guardian
Emergitech IP9-1-1
Emergency Call Works
TCS (microDATA)
Contact closure option
and more!

DISPATCH SYSTEMS:

Zetron MAX Dispatch
Zetron ACOM
Zetron DCS-5020
AVTEC Scout
Motorola MCC7500
Telex Radio Dispatch
Telex IP-223 and IP-224
Omnitronics RoIP
Catalyst IP | Console
Exelis/C4i SwitchPlus IP
PENTA cPCx
CTI RadioPro Dispatch
Cisco IPICS
CSS Mindshare
and more!

TELEPHONE SYSTEMS:

VoIP and SIP phones
Digital telephones
Analog telephones
2 or 4-wire analog lines
Analog & CAMA trunks
T1, E1, and ISDN trunks
SIP trunks

ATM/ATC SYSTEMS:

ED137b-Part 4 (VoIP)
2 or 4-wire analog
T1 and E1 circuits

Visit www.EventideCommunications.com for full product information, specifications and the latest interoperability information.

► Air Traffic Management and ED-137

NexLog systems can record from all types of ATC/ATM audio sources, including controller working positions (CWP), VCCS, GRS, ambient audio, and telephones. NexLog systems support the ED-137b-Part 4 recording interface. Eventide is a participant in EUROCAE WG-67 and the EUROCONTROL VOTE group.

► Synchronized Replay for ATC/ATM

NexLog recorders can interface with Thales' airspace navigation systems for synchronized replay of audio and CWP scenarios. NexLog systems can also interface with Thruput Ltd. At-The-Glass screen recording solutions for synchronized replay of CWP screen and audio. In addition, NexLog API options are available for third-party replay synchronization projects.

► Redundancy

NexLog systems offer redundant power supplies, redundant disk drives and redundant archive drives, as well as redundant geo-diverse network archiving.

NexLog recorders are available in sets of multiple units for Active+Active redundant recording or for automatic replication between recorders.



© 2016 Eventide Inc. Specifications and features subject to change without notice. Some features listed are extra-cost options. Check with Eventide for hybrid (mixed-type) channel capacities, and for pre-sales review of digital telephone, LMR, VoIP telephone, and VoIP codec compatibility. * View Location requires coordinates to be delivered to recorder (as typically provided for E911 Cellular calls); requires Google browser and access to Google Maps.



To: Whom it may concern:

Subject: Eventide Inc. Fully Certified 5 Star Factory Trained Sales & Service Center

Eventide Inc. has certified Vista Com as a fully authorized 5 star Eventide **factory trained sales and service center** for the region covering Texas and Oklahoma. As such, superior sales support and after sales service support can be guaranteed.

Vista Com is the **only company** in this region to receive this certification from Eventide.

Vista Com is also the only company to receive special training in the integration to the Motorola MCC7500 AIS for recording Astro P25 IP traffic.

Vista Com is authorized to quote GSA prices from our GSA Contract to State & Local government agencies.

Cordially,

Gordon Moore
General Manager
Eventide Inc.

Copy:

Vista Com
9824 Whithorn Drive
Houston, Texas 77095

Vista Com
4200 Perimeter Center Drive, Suite 140
Oklahoma City, OK 73112



Record. Interact. Optimize.

About Us

Vista Com is an authorized distributor, dealer, and service provider for industry leading operational recording solutions. We specialize in providing consultation, installation and support. We are authorized dealers of Eventide, Verint, CallCopy, and ForTheRecord call recording solutions as well as Clear2There digital video solutions. Our technicians are factory trained and available to ensure your products work as intended for years of reliable service.

Our company employees pride themselves in customer service. From sales to service we understand our customer needs first and strive to exceed expectations.

We stay abreast of technology and incorporate the best the industry has to offer in your solution. Our technicians work closely with our partners to ensure we are providing the best service for your application.

Our Solutions

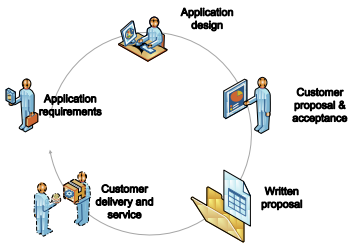
We provide solutions to analyze spoken and visual interaction within your environment. From contact center to public safety, we equip you with hardware and software that enable you to review and improve the customer experience and optimize your operation. Our engineers integrate recording hardware within your technology environment and provide you with intuitive software to review your recordings. Our solutions enable you to reconstruct events, analyze and then react to these events in a productive manner.

- Contact Centers
- Court and Interrogation
- Compliance
- Service

Our solutions are backed by industry leaders in voice recording and digital video. Vista Com provides expert consultation on the most economically productive solution that closely matches your business flow ensuring minimal disruption to your operations while improving your customer experience.

Our Process

Vista Com believes in providing a strong pre-sale experience to ensure your solution is designed to surpass your call recording requirements. The key to a good integration is to determine the



need. Some customers want basic call recording that will enable them to easily retrieve call interactions with their company. Others want to be able to query this call data by caller ID, length of call, key words, etc.

Then others want to understand what their call center agents were viewing on their displays and software applications at the precise time a customer triggered some event. The key point is that a proper integration to accomplish the customer expectation must be met through a thorough understanding of how the solution will be used.

At Vista Com we employ a 5 step process that guides us through the customer solution. Each step is designed to interact with our customers to ensure the solution we are designing for you meets and exceeds your expectation. We wish for you to achieve the greatest value for your investment and not have to invest in a solution that you will not use or one that will under serve your organization.

System Design

Once the key inputs are gathered we will begin designing a solution. Some examples of the key items we must know are:

- Type of phone trunks from your service provider to your PBX or phone system
- The type of PBX or phone system you have including the firmware revision level
- Where the system will be installed
- Archiving requirements, user access, security...



After we have the key inputs we can then design a solution. If the particular application is complex or unique we work very closely with our OEM's and alliances. There are literally 1000's of various scenarios that can be designed and by working as a team with our alliances we can quickly determine the best value for your application.

Support

Vista Com service personnel are employees of the company. This is important to us. We want to control the customer experience that you receive and put our service personnel through training designed to help us maintain the quality that you expect. Each service employee maintains the factory training required of our key alliances. This is often a yearly certification process. Call recording companies that rely upon outsourced service personnel may find it difficult to achieve the customer quality required and sometimes may be exposed to service personnel that may not be familiar with your solution or may not have the proper knowledge to quickly service the need.



What you can expect from Vista Com:

- 24x7x365 toll free phone support—with warranty or maintenance plans, your solution will have access to our local service personnel any time.
- On site service to fit your schedule
- Training programs specifically designed for your application and your personnel
- Extended maintenance programs—ensure you trouble free operation should you ever have an issue, need new training, or just desire a comfort knowing your system has factory coverage

Contact Us

Contact us and schedule a consultation. Vista Com sales personnel are trained to understand your recording needs and provide you with consultation and written quotes.

We often demonstrate the recording technology on-site at your locations. Give us a call to schedule a demo.



Phone: 281-516-9800

Toll-free: 800-708-6423

Fax: 281-516-7056

E-mail: sean.miller@vistacomtx.com

Address:

4200 Perimeter Center Dr., Ste 140

Oklahoma City, OK 73112

Web: www.vistacomtx.com

Certified Experience Matters!

We don't dabble in recording. We specialize in it!



Some Testimonials From Existing Customers!



Working with everyone at Vista Com throughout the system engineering, purchase, installation, maintenance and customer support process has always been exceptional ... Vista Com is a superior vendor for us.

MICHAEL C LAMACCHIA american airlines, radio systems engineering

Multiple systems at major airports across the country including LAX, Miami and Washington DC with the main hub at DFW.



We have a critical need for reliable, always-on recording. When a problem does arise, we require a fast, knowledgeable, technical response from someone that shares our sense of urgency. From sales quoting a new system to a technician fixing an issue with just one user, we are always treated as if we are Vista Com's only customer.

JOE RUNNING bank of oklahoma, systems engineer

Bank of Oklahoma is also: Bank of Texas, Bank of Kansas, Bank of Phoenix, Bank of Arkansas, etc. Over 20 systems in over 8 states!



We contract with Vista Com to support of our Public Safety audio recording equipment. With the elevated public demand for public safety to be open and accountable, it is highly important that our digital audio recorder to be serviced at the highest level possible. Vista Com provides exceptional service and maintenance by responding quickly to issues, test software releases and ensure our digital audio equipment is operating at the highest of standards.

LANCE TERRY communication system manager, city of norman, oklahoma

Long time customer of over 16 years!



We have been associated with Vista Com for 10 years for voice call recording in the law enforcement environment. We have a total of (10) agencies using Vista Com and we can't say enough good things about the customer support at the Council of Government level and the law enforcement agencies in our COG region. They have been available 24x7, 365 days with no problems. Vista Com has always taken care of any issues or concerns in our region with no problems.

LISA DILLON central texas council of governments



...As with any emergency communications center the logging voice recorder is one of the most vital devices used for proper documentation...the Vista Com team thoroughly researched with me and helped find the best LVR for my needs. They properly assisted with installation, which was flawless, and have provided us with the proper training and support for our new recorder. Not only did their technical support make the transition smooth, so did the superior customer service we experienced.

KARIMA HOLMES, MPA, ENP managing director, southwest regional communications center



We currently have the pleasure of working with Vista Com & their friendly staff for over 10 years. We have seventeen Public Safety Agencies that utilize the Media Works Plus user friendly software by Vista Com. In a 9-1-1 world of critical calls needing to be recorded... we can always count on Vista Com to provide a solution to these demanding needs. When we call for a technician's service or training, they are very prompt in responding with a follow-up ticket to provide the information on what was done to immediately resolve the issue. Our 911 personnel have always complimented on the outstanding assistance Vista Com provides. Training, support & upgrades have always been smooth, quick & professional. We highly recommend anyone looking into a recording solution for any type of business to use Vista Com.

BEA GABRILLO coastal bend cog, 9-1-1 network support specialist

MEMO

To: Honorable Mayor and City Council


From: Bert Norton, Fire Chief

Date: October 24, 2017

Subject: Discussion and consideration of entering into a contract for fiscal year 2017-2018 with SimplexGrinnell in the amount of \$19,835.56 for required scheduled inspections for those buildings within the city requiring such services per code.

Staff respectfully requests that the Council enter into a contract with SimplexGrinnell for fiscal 2017-2018. SimplexGrinnell will inspect city buildings for the purpose of compliance with city code requirements for Fire Alarms, Fire Sprinkler systems, Fire Extinguishers, and Kitchen Hoods. The individual departments will be responsible for budgeting and creating the purchase orders for this inspection service and any repairs recommended or required. The total cost to the city for this contract this fiscal year is \$19,835.56. This contract excludes inspection services at the Sheraton/Reed Center, but includes all other municipal buildings including City Hall & all city buildings surrounding it, all Fire Stations, all buildings at the Public Works locations (including Fleet & Neighborhood Services), Water, Waste Water, Neighborhoods in Action, and the Welcome Center. 25 locations are included in this contract and within those buildings the contract includes the inspection of 22 Fire Alarm Systems, 4 MSA Gas Systems, 2 Vesda Systems, 191 Hand Held Fire Extinguishers, 12 Fire Sprinkler Systems, 4 Fire Sprinkler Backflows, and 10 Semi-Annual Inspections on Kitchen Hood Suppression Systems. This service contract is for inspections only and does not include any maintenance or repair of any faults found as the result of the inspections. See attached contract for a detailed explanation of services to be provided.

Staff recommends approval.



Bert Norton
Fire Chief



CITY FIRE PROTECTION SYSTEMS

City of Midwest City – August 2018



8/10/2017

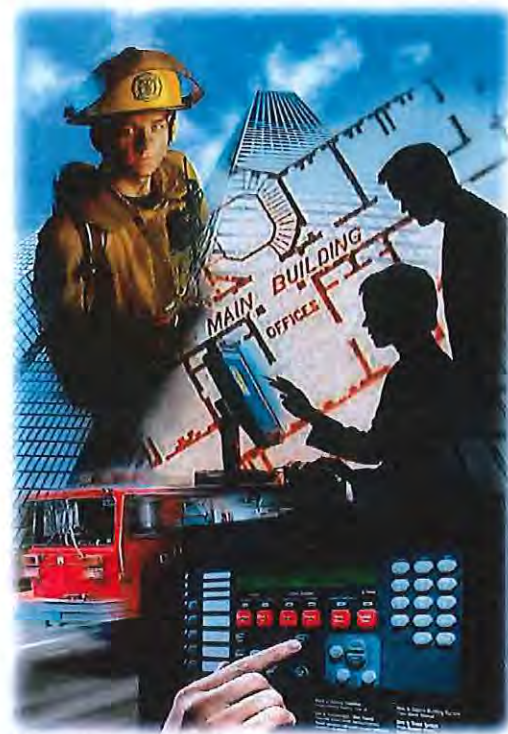
SimplexGrinnell Overview

SimplexGrinnell, a business unit of Tyco International and the Tyco Fire Protection (“TFP”) organization, is a leading provider of fire protection and life safety systems and services. Officially formed in April 2001, SimplexGrinnell is a world-class organization that combines the strength, heritage and excellence of two longtime industry leaders – Simplex Time Recorder and Grinnell Fire Protection.

Simplex was founded in 1894 by the inventor of the first practical time clock and was operated as a privately held company for more than a century. Grinnell was established in 1850, and its capabilities grew to encompass design, engineering, manufacturing and installation, as well as system integration, maintenance and inspection services.

Simplex and Grinnell were widely respected for their technology, their expertise, their service organizations, and their ability to deliver at the local level. Now all of those resources and competencies are available from one unified organization. SimplexGrinnell offers customers an unprecedented array of best-in-class fire protection systems and services that protect people and property and improve workforce management.

SimplexGrinnell leverages the world-class products and services of our Tyco affiliates, such as Ansul, Master Protection/FireMaster, Scott, and Tyco Security Products. Capitalizing on the high quality offerings of these companies, we are capable of providing

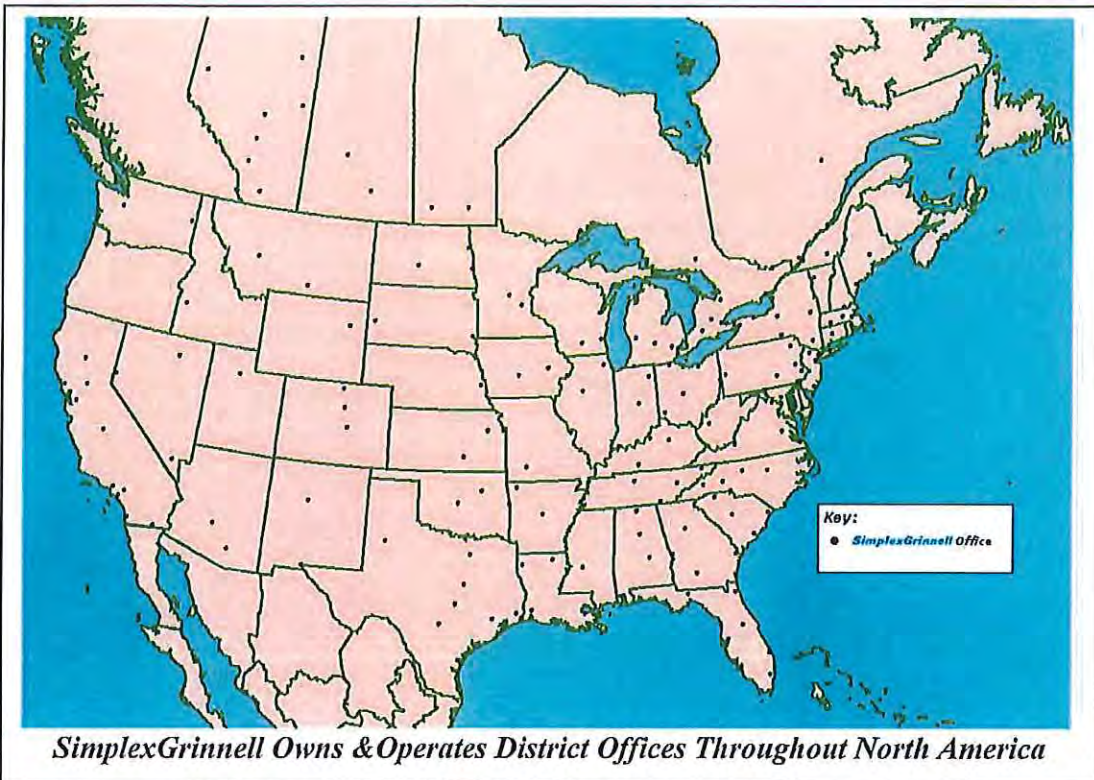


SimplexGrinnell is a Leader in the Life Safety and Security Marketplace.

best-in-class fire protection to virtually any industry.

Serving a geographic area that covers all of North America, SimplexGrinnell is committed to being a single-source provider that delivers unequaled customer service. SimplexGrinnell features a number of distinguishing competencies:

- Highly reliable, technologically advanced fire, life safety, integrated security, communications and workforce management systems and services.
- A network of company-owned district offices that spans all of North America and enables SimplexGrinnell to deliver high-quality systems and services at the local level.



- A services organization staffed by more than 8,900 technicians, installers and other professionals. Through this organization, SimplexGrinnell provides 24/7 emergency service and brings customers unrivaled knowledge and expertise in designing, engineering, installing, testing, inspecting, maintaining, servicing and supporting fire detection, fire suppression and other life safety systems.

The formation of SimplexGrinnell followed the January 2001 acquisition of Simplex by Tyco International Ltd., a diversified manufacturing and service company that is the parent company of SimplexGrinnell. Operating with over 11,000 employees, SimplexGrinnell can protect virtually any building – from schools, universities, hospitals, malls and restaurants to airports, sports

stadiums, apartment complexes, movie theaters and industrial, commercial and government facilities.

Last year SimplexGrinnell served more than one million customers. Service revenue constituted approximately 54 percent, which is a combination of approximately 24 percent in recurring and scheduled maintenance, and 30 percent in time and materials service calls.

Systems Installation constitutes about 46 percent of SimplexGrinnell's revenue, consisting of ~19 percent upgrades/retrofits and ~27 percent is new-construction-related installations.

Revenue from the various market sectors is as follows:

- Suppression: 8 percent
- Sprinkler: 33 percent

8/10/2017

- Electronic: 59 percent, including security, fire alarm, nurse call, etc.

SimplexGrinnell is able to achieve a robust market share because we operate consistently to fulfill our Mission Statement:

"To be the recognized leader and preferred provider for our valued customers - by delivering unequalled products and services through a highly qualified staff of professionals, with total commitment to integrity and excellence," and by adhering to our core values of:

- *"Integrity,*
- *Excellence,*
- *Teamwork, and*
- *Accountability."*

SimplexGrinnell's portfolio of high-quality products and services is extensive and comprehensive. The product lines being sold, delivered and serviced by SimplexGrinnell include: fire detection and alarm systems; fire sprinkler systems; fire extinguishers and pumps; restaurant fire suppression systems; special hazard fire protection systems; integrated security applications that link access control, CCTV and fire; emergency lighting; healthcare communication systems; sound, intercom and telephone systems. For additional information, visit our web site: www.simplexgrinnell.com.



OK SW403 Agreement with SimplexGrinnell® Simplifies the Procurement of Life-Safety Products and Services

Convenient Contract Available to State Entities, Cities, Municipalities, and Counties in Oklahoma

Highlights:

When you work with SimplexGrinnell, you have easy access to:

- Comprehensive array of leading-edge products:
 - Fire alarm, sprinkler and suppression
 - Integrated security
 - Emergency communications
 - Sound and communication systems
 - Nurse call and patient response
 - Time systems
- Full complement of life-safety services:
 - Testing and inspection, preventive maintenance, 24/7 emergency repairs, central station monitoring
- Fast, simplified procurement
- Easy-to-use contract vehicles
- Cost-effective, pre-negotiated pricing
- Decades of government experience
- Locally delivered service and support

Procurement officials in the State of Oklahoma have a valuable tool at their disposal – an OK SW403 contract to purchase products and services from SimplexGrinnell, a long-time leader in life safety and property protection.

The OK SW403 agreement provides a simple, efficient procurement vehicle that can be used to acquire the wide array of leading products and services available from SimplexGrinnell. With a life-safety portfolio that ranges from fire alarm, sprinkler and suppression to integrated security, emergency communications and nurse call, SimplexGrinnell is a trusted, single-source provider that serves over one million customers throughout North America.

The OK SW403 contract is available to state entities as well as cities, municipalities and counties in Oklahoma. Not only does the agreement streamline the procurement process, it provides affordable, GSA-based pricing that can save money and stretch limited government dollars.

Equally important, procurement officials get the peace of mind of knowing their life-safety acquisition needs are in the hands of a company with 200 years of fire protection history and a wealth of experience in the government sector. The procurement process simply doesn't get any easier – or produce products and services any better than what SimplexGrinnell can deliver under the OK SW403 agreement.

One-Stop Shopping

When it comes to life safety and property protection, there are definite advantages to working with a premier company that offers multi-faceted capabilities. From that perspective, SimplexGrinnell is distinguished by the quality and comprehensiveness of our products and services:

Fire Detection and Alarm: Our Simplex®-branded fire detection and alarm systems are known for quality and reliability. Built with technology that can provide forward/backward compatibility, our systems are reliable, easy to operate, flexible and expandable.

Fire Sprinkler and Suppression: Our heritage as the leader in fire sprinkler reaches back to the mid 1800s. Today SimplexGrinnell is the top name in the installation, inspection, service and ongoing maintenance of automatic fire sprinkler systems. We also provide special hazards fire protection as well as kitchen-hood suppression systems to help protect life, property and assets in government applications.

Integrated Security: With our security experience and strong systems integration capabilities, SimplexGrinnell can develop customized solutions that meet the challenging protection requirements in today's world. Our integrated solutions can include access control, video surveillance, and intrusion detection.

Emergency Communications: In government environments, the ability to alert and direct people in the event of an emergency is critical. SimplexGrinnell is at the forefront of this emerging trend in the life-safety industry. Our voice-enabled fire alarm systems can be used to provide emergency communications to warn of fire conditions, severe weather, chemical spills, episodes of violence, and other emergencies.

Nurse Call/Patient Response: SimplexGrinnell offers a comprehensive choice of nurse call (also known as emergency call) systems to suit the varying needs of healthcare facilities and departments. Our EZ Care™ VITALTouch™ and Zettler® Sentinel Touch™ Nurse Call systems are reliable and offer customers the advantages of superior technology.

Sound and Communications: Thousands of schools, universities, hospitals, institutions and businesses choose SimplexGrinnell to supply telephone, intercom, paging and public address systems. We complement our array of advanced sound and communications solutions with the 'know-how' to help customers select the right systems for their operations.

Time Solutions: Our time stamps and time clocks provide high quality, cost-effective time and attendance recording for payroll purposes, helping companies of all sizes improve operational efficiency and bottom-line results.

Life-Safety Services: We provide a full complement of services to help keep critical life-safety systems in top working order:

- Testing and inspection
- Preventive maintenance
- 24/7 emergency repairs
- Central station monitoring
- In-house financing

Unrivaled Experience and Support

SimplexGrinnell products and services are delivered through a network of 150 company-owned offices in North America. We consider our team, 10,500 strong, to be the finest in the industry. More than 1,000 of the company's employees are certified by the National Institute for Certification in Engineering Technologies® (NICET), and our technicians are trained and experienced. Plus, we have hundreds of team members, from pipe fitters and installers to technicians and dispatchers, with years of hands-on experience.

Our operational strength is particularly noteworthy in Oklahoma. We serve customers through local offices in Oklahoma City and Tulsa. No matter where you're located in the state, there's a nearby SimplexGrinnell office that can provide responsive, top-of-the-line installation, service and support.

More on the OK SW403 Agreement

To learn more about SimplexGrinnell and our OK SW403 contract, call (405) 246-1000.

Oklahoma License Information: 280 and 731



SimplexGrinnell BE SAFE.

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Westminster, MA 01441-0001
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Toll Free: 1-800-746-7539

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Mississauga, ON L4W 5K5
Toll Free: 1-800-565-5400

www.simplexgrinnell.com

SimplexGrinnell is continually improving its products; specifications are subject to change without notice. SimplexGrinnell, Simplex, Be Safe, EZ Care, VitalTouch, Zettler, and Sentinel Touch are trademarks of Tyco International.
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MC142-114-473
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SCOPE OF WORK

Sprinkler Test & Inspect – WET SPRINKLER SYSTEM

TEST AND INSPECTION OVERVIEW:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page one of seven equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results

- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual wet pipe sprinkler test & inspect includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and flow switches, and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

Quarterly wet pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves.

Each control valve is operated in its full range and lubricated annually. Drain test is conducted after opening

Fire Alarm Test & Inspect -

TEST AND INSPECTION OVERVIEW:

Our trained technicians will perform inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location

- Test results and applicable voltage readings

- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer's rep. NOTE: Certain additional services may be required by the respective Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial

requirements. The Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

Sprinkler Test & Inspect – Test & Inspect – FIRE PUMP SYSTEM

TEST AND INSPECTION OVERVIEW:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page one of seven equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results

- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual fire pump test includes: an inspection of the pump equipment (pump, driver, controller, piping, valves, etc.); installing calibrated test gauges (suction & discharge); flowing water thru the test header (header requires the use of a flow device); water is flowed at three critical points: churn (no flow), rated (100%), and peak (150%), the following readings are taken at each point, discharge pressure, suction pressure, RPM's, volts and amps*; the net pressure is calculated (discharge - suction = net);

*Volts and amp readings are required and need to be performed by a qualified person or a subcontractor.

Sprinkler Test & Inspect – DRY SPRINKLER SYSTEM

Repair of leaks, replacement of faulty wiring or piping, fittings, fire pumps, standpipes, antifreeze solutions, foam, water mist, water spray systems, hydrants, sprinkler heads, water storage tanks, pressure reducing valves, hose valves, private fire mains and electrical control equipment are not covered, unless otherwise specified. Additionally, winterization and daily, weekly, or monthly inspection requirements are the Customer's responsibility unless otherwise specified.

TEST AND INSPECTION OVERVIEW:

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance. (See "List of Equipment" page one of seven equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Test results

- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Annual dry pipe sprinkler test & inspection includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and pressure switches, and local alarms and signals; opening main drain to record static and residual pressures; partial trip test, draining of low point drains [locations provided by buyer], inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual dry pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

Quarterly dry pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves.

Sprinkler Test & Inspect – BACKFLOW SYSTEM

TEST AND INSPECTION OVERVIEW: BACKFLOW SYSTEM

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible fire sprinkler devices backflow preventers listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:

Accessible components and devices logged for:

- Test results equipment to be tested.

- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Fire Extinguishers Test & Inspection - EXTINGUISHERS/PORTABLES

SimplexGrinnell trained technicians will perform inspections and diagnostic tests for the accessible portable fire extinguishers listed. (See "List of Equipment" page for equipment to be tested).

DOCUMENTATION:

- Any discrepancies found will be noted

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Kitchen Hood Test & Inspect -

TEST AND INSPECTION OVERVIEW:

Our trained technicians will perform inspections and diagnostic tests for the accessible kitchen fire suppression devices listed and currently connected to the kitchen fire suppression system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location

- Test results and applicable voltage readings

- Required device tags

- Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Suppression Gas Systems Test & Inspect -

TEST AND INSPECTION:

Our trained technicians will perform inspections and diagnostic tests for the accessible special hazards fire suppression devices listed and currently connected to special hazards fire suppression system. Tests will be scheduled in advance. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

Accessible components and devices logged for;
Location of each device tested, including system address or zone location
Test results and applicable voltage and pressure readings
Required device tags

Any discrepancies found noted (individually and on a separate summary page)

Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

contracted Services fulfill requirements



**Fire &
Security**

SimplexGrinnell

SimplexGrinnell LP

2835 S. Utah Ave.
Oklahoma City, OK 73108

Oklahoma Alarm License #
0731
Phone: (405) 246-1023
Fax: (405) 682-6169

OKLAHOMA STATE AGREEMENT SW 403

Ref #
October 9, 2017

By and Between SimplexGrinnell and City of Midwest City

Services will be provided at the following location(s): Midwest City Facilities (25 Buildings) Per Attached.

SimplexGrinnell shall perform the services set forth in this agreement according to the OKLAHOMA STATE CONTRACT general terms and conditions,

Type of Service: SimplexGrinnell will provide Annual Test & Inspection on (22) Fire Alarm System(s), (4) MSA Gas System(s), (2) Vesda System(s), (191) Hand Held Fire Extinguishers, (12) Fire Sprinkler Systems, (4) Fire Sprinkler Backflows and Semi-Annual Inspections on (10) Kitchen Hood Suppression Systems.

Price: \$ 19,835.56

Payment Terms: Prompt payment terms Net 45. Payment for equipment and or services shall be total contract unless expressly provided otherwise in this Agreement. Charges for work outside the scope of this Agreement shall be billed at the applicable State contract rates for labor, materials, and travel.

The term of this Agreement shall be 10-1-17 to 9-30-18. SimplexGrinnell ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of the State of Oklahoma.

ACCEPTED BY:
SIMPLEXGRINNELL
By: Austin B. Lassley
Title: PMA Sales Rep.
Signature: _____
Date Signed: _____
Address: 2835 S Utah Avenue
Oklahoma City, OK 73108
405-246-1012
alassley@simplexgrinnell.com

SUBSCRIBER: City of Midwest City

P O Number: _____

Date: _____

BUILDING NAME	FA INSPECTION	SP INSPECTION	EX INSPECTION	KH INSPECTION	Total Per Building
CITY HALL, PD	\$ 937.89	NA	\$ 138.58	NA	\$ 1,076.47
MWC CHARLES JOHNSON BLDG	\$ 536.31	\$ 345.00	\$ 54.05	\$ 217.35	\$ 1,152.71
MWC COMMUNITY CENTER	\$ 278.11	NA	\$ 62.10	NA	\$ 340.21
FIRE STATION #1 & HQ	NA	NA	\$ 54.05	\$ 217.35	\$ 271.40
FIRE STATION #2	\$ 436.00	\$ 345.00	\$ 54.05	\$ 217.35	\$ 1,052.40
FIRE STATION #3	\$ 396.57	\$ 345.00	\$ 54.05	\$ 217.35	\$ 1,012.97
FIRE STATION #4	\$ 396.56	\$ 345.00	\$ 54.05	\$ 217.35	\$ 1,012.96
FIRE STATION #5	NA	\$ 345.00	\$ 54.05	\$ 217.35	\$ 616.40
FIRE STATION #6	\$ 462.39	\$ 345.00	\$ 54.05	\$ 217.35	\$ 1,078.79
MWC FLEET SERVICES	\$ 598.95	NA	\$ 90.28	NA	\$ 689.23
MWC PUBLIC WORKS ADMIN	\$ 532.49	NA	\$ 54.05	NA	\$ 586.54
MWC - Public Works Transfer Station	NA	NA	NA	\$ 399.05	\$ 399.05
Waste Water - Head Works	\$ 874.46	\$ 517.50	\$ 54.05	NA	\$ 1,446.01
Waste Water - Grit	\$ 1,534.00	\$ 345.00	\$ 54.05	NA	\$ 1,933.05
Waste Water - Primary Sludge	\$ 221.15	NA	\$ 54.05	NA	\$ 275.20
Waste Water - Secondary Sludge	\$ 252.13	NA	\$ 54.05	NA	\$ 306.18
Waste Water - MBBR	\$ 263.96	\$ 345.00	\$ 54.05	NA	\$ 663.01
Waste Water - Main Control	\$ 1,790.66	NA	\$ 54.05	NA	\$ 1,844.71
Waste Water - Compost	\$ 1,177.32	\$ 517.50	\$ 54.05	NA	\$ 1,748.87
Waste Water - biosolids prim/Sec digester	\$ 271.53	NA	\$ 54.05	NA	\$ 325.58
Waste Water - boiler digester	\$ 279.20	NA	\$ 54.05	NA	\$ 333.25
MWC SENIOR CENTER	\$ 413.88	NA	\$ 54.05	\$ 217.35	\$ 685.28
MWC WATER DEPARTMENT	\$ 443.36	NA	\$ 70.15	NA	\$ 513.51
MWC WELCOME CENTER	\$ 363.68	NA	\$ 54.05	NA	\$ 417.73
NEIGHBORHOODS IN ACTION	NA	NA	\$ 54.05	NA	\$ 54.05
TOTAL's	\$ 12,460.60	\$ 3,795.00	\$ 1,442.11	\$ 2,137.85	\$ 19,835.56

*FA = Fire Alarm	GSA/GasGuard Inspection is built into the Fire Alarm Pricing per location
*SP = Fire Sprinkler	Vesda Inspection pricing is built into the Fire Alarm Pricing at MWC Waste Water Compost
*EX = Fire Extinguishers	
*KH = Kitchen Hood	Waste Water Grit Includes - Primary Clarifier 1,2 & 3

LOCATION NAME	SITE ADDRESS	Dry SP	WET SP	BF*	Pump	PIV	ABC EX	CO2 EX	K-Class EX	KH	Clean G.	Horn	FPB
CITY HALL, PD	100 Midwest Blvd	0	0	0	0	0	32	2	0	0	2	0	0
MWC CHARLES JOHNSON BLDG	8726 NE 15th	0	1	1	0	0	10	0	1	1	0	0	0
MWC COMMUNITY CENTER	200 Midwest Blvd	0	0	0	0	0	16	1	0	0	0	0	0
FIRE STATION #1 & HQ	8201 East Reno Ave	0	0	0	0	0	4	0	1	1	0	0	0
FIRE STATION #2	550 Adair Blvd	0	1	1	0	0	4	0	1	1	0	0	0
FIRE STATION #3	800 North Air Depot	0	1	1	0	0	3	0	1	1	0	0	0
FIRE STATION #4	8712 NE 15th	0	1	1	0	0	2	0	1	1	0	0	0
FIRE STATION #5	801 South Westminster	0	1	1	0	0	3	0	1	1	0	0	0
FIRE STATION #6	8750 NE 15th	0	1	1	0	0	3	0	1	1	0	0	0
MWC FLEET SERVICES	8730 SE 15th	0	0	0	0	0	24	0	0	0	0	0	0
MWC PUBLIC WORKS ADMIN	8730 SE 15th	0	0	0	0	0	9	0	0	0	0	0	0
MWC PUBLIC WORKS TRANSFER STATION	8730 SE 15th	0	0	0	0	0	0	0	0	2	2	0	0
MWC SENIOR CENTER	8521 East Reno	0	0	0	0	0	5	0	1	1	0	0	0
Waste Water - Head Works	7500 NE 36th St.	0	2	1	0	1	6	0	0	0	0	11	19
Waste Water - Grit	7500 NE 36th St.	0	1	1	0	1	3	0	0	0	0	11	18
Waste Water - Primary Sludge	7500 NE 36th St.	0	0	0	0	0	2	0	0	0	0	0	0
Waste Water - Secondary Sludge	7500 NE 36th St.	0	0	0	0	0	1	0	0	0	0	0	0
Waste Water - MBBR	7500 NE 36th St.	0	1	1	0	1	3	0	0	0	0	4	0
Waste Water - Main Control	7500 NE 36th St.	0	0	0	0	0	12	1	0	0	0	9	10
Waste Water - Compost	7500 NE 36th St.	2	0	1	0	0	12	0	0	0	0	15	18
Waste Water - biosolids primary/Secondary digester	7500 NE 36th St.	0	0	0	0	0	3	0	0	0	0	0	0
Waste Water - boiler	7500 NE 36th St.	0	0	0	0	0	3	0	0	0	0	1	2
MWC WATER DEPARTMENT	10701 Water Plant Rd.	0	0	0	0	0	14	0	0	0	5	0	0
MWC WELCOME CENTER	7200 SE 15th	0	0	0	0	0	3	0	0	0	0	0	0
NEIGHBORHOODS IN ACTION	8726 SE 15th	0	0	0	0	0	2	0	0	0	0	0	0
TOTAL's		2	10	10	0	3	179	4	8	10	9	51	67

* PS = Power Supply
* AV = Audio/Visual
* ANN - Annunciator
* BF = Sprinkler Backflow
*FPB - Fire Beacon

Waste Water Grit Includes - Primary Clarifier 1,2 & 3

LOCATION NAME	SITE ADDRESS	FA Panel	FA Model	Total FA Panel's	MSA Gas	PS*	AV*	SMOKES	PULLS	HEATS	DUCTS	ANN*
CITY HALL, PD	100 Midwest Blvd	Notifier	AFP 200	1	0	0	29	35	21	8	0	2
MWC CHARLES JOHNSON BLDG	8726 NE 15th	Notifier	NFW2-100	1	0	0	31	0	4	0	4	1
MWC COMMUNITY CENTER	200 Midwest Blvd	Notifier	SFP-5UD	1	0	0	11	1	9	0	0	0
FIRE STATION #1 & HQ	8201 East Reno Ave	NA	NA	0	0	0	0	0	0	0	0	0
FIRE STATION #2	550 Adair Blvd	EST	IO500	1	0	0	23	15	5	0	0	0
FIRE STATION #3	800 North Air Depot	EST	IO500	1	0	0	14	15	5	0	0	0
FIRE STATION #4	8712 NE 15th	EST	QuickStart	1	0	0	16	14	5	0	0	0
FIRE STATION #5	801 South Westminster	NA	NA	0	0	0	0	0	0	0	0	0
FIRE STATION #6	8750 NE 15th	EST	IO500	1	0	0	15	23	3	0	0	0
MWC FLEET SERVICES	8730 SE 15th	Notifier	SFP-400B	1	0	0	11	13	12	16	0	0
MWC PUBLIC WORKS ADMIN	8730 SE 15th	Notifier	SFP-400B	1	0	0	21	23	13	0	0	0
MWC PUBLIC WORKS TRANSFER STATION	8730 SE 15th	NA	NA	0	0	0	0	0	0	0	0	0
MWC SENIOR CENTER	8521 East Reno	Fire-Lite	MS-5UD	1	0	0	15	11	1	2	0	1
Waste Water - Head Works	7500 NE 36th St.	FCI	E3	1	1	2	9	0	1	2	0	0
Waste Water - Grit	7500 NE 36th St.	FCI	E3	1	1	2	3	0	1	1	0	0
Waste Water - Primary Sludge	7500 NE 36th St.	FCI	E3	1	0	0	6	1	1	0	0	0
Waste Water - Secondary Sludge	7500 NE 36th St.	FCI	E3	1	0	0	3	0	1	1	0	1
Waste Water - MBBR	7500 NE 36th St.	FCI	E3	1	0	0	8	0	1	2	0	0
Waste Water - Main Control	7500 NE 36th St.	FCI	E3	1	2	2	39	1	8	0	0	0
Waste Water - Compost	7500 NE 36th St.	FCI	E3	1	0	3	18	1	1	0	0	1
Waste Water - biosolids primary/Secondary digester	7500 NE 36th St.	FCI	E3	1	0	0	7	1	1	0	0	0
Waste Water - boiler	7500 NE 36th St.	FCI	E3	1	0	0	11	1	1	0	0	0
MWC WATER DEPARTMENT	10701 Water Plant Rd.	EST	E-FSC	2	0	0	5	13	9	0	0	0
MWC WELCOME CENTER	7200 SE 15th	Honeywell		1	0	0	2	13	3	0	2	0
NEIGHBORHOODS IN ACTION	8726 SE 15th	NA	NA	0	0	0	0	0	0	0	0	0
TOTAL's				22	4	9	297	181	106	32	6	6

* PS = Power Supply
* AV = Audio/Visual
* ANN - Annunciator
* BF = Sprinkler Backflow
*FPB - Fire Beacon

Waste Water Grit Includes - Primary Clarifier 1,2 & 3

Panel Model		SimplexGrinnell Notes
EST	IO500	Can be fully programmed from the front panel (providing the level 2 code is known or default) SG can provide full support.
EST	Quickstart	Can be fully programmed from the front panel (providing the level 4 code is known or default) and software can be purchased. SG can provide full support.
Notifier	SFp-400B	Can be fully programmed from the front panel. SG can provide full support
Fire-Lite	MS-5UD	Can be fully programmed from the front panel (providing the programming code is known or default) SG can provide full support
FCI	E3	Only programmable via proprietary software (that we cannot obtain). Nothing can be done from the front panel. We provide hardware support on this only.
EST	Fire Shield	Can be fully programmed from the front panel. SG can provide full support

CITY OF MIDWEST CITY FIRE EXTINGUISHER PRICING			
Product	Inventory #	Part #	Midwest City Price
2.5lbs ABC (1:A - 10:BC)	EX1025	438735	\$ 38.73
5lbs ABC (3:A - 40:BC)	EX1050	442262	\$ 48.62
10lbs ABC (4:A - 80:BC)	EX1010	436503	\$ 68.87
20lbs ABC (10:A -120:BC)	EX1020	434798	\$ 114.08
5lbs Co2 (Aluminum)(5:BC)	EX1150	431553	\$ 159.53
10lbs Co2 (Aluminum)(10:BC)	EX1110	431554	\$ 209.53
15lbs Co2 (Aluminum)(10:BC)	EX1115	431555	\$ 246.37
20lbs Co2 (Aluminum)(10:BC)	EX1120	431556	\$ 373.80
5lbs FE36 Clean Agent (5:BC)	EX1250	429020	\$ 189.02
9lbs FE36 Clean Agent (1:A - 10:BC)	EX1210	429021	\$ 388.75
13lbs FE36 Clean Agent (2:A - 10:BC)	EX1214	429022	\$ 619.97
6 Liter Wet Chemical K Class (2:AK)	EX1560	434909	\$ 192.42
6 Year Maintenance 2.5lbs ABC	EX3202		\$ 36.16
6 Year Maintenance 5lbs ABC	EX3205		\$ 46.86
6 Year Maintenance 10lbs ABC	EX3210		\$ 63.08
6 Year Maintenance 20lbs ABC	EX3220		\$ 78.10
12 Year Hydro 2.5lbs ABC	EX3302		\$ 49.64
12 Year Hydro 5lbs ABC	EX3305		\$ 53.12
12 Year Hydro 10lbs ABC	EX3310		\$ 78.36
12 Year Hydro 20lbs ABC	EX3320		\$ 99.65
Recharge 2.5lbs ABC	EX3402		\$ 31.00
Recharge 5lbs ABC	EX3405		\$ 35.35
Recharge 10lbs ABC	EX3410		\$ 39.04
Recharge 20lbs ABC	EX3420		\$ 43.72
6 Year Maintenance 5lbs FE36	EX3805		\$ 112.50
6 Year Maintenance 9lbs FE36	EX3809		\$ 162.00
6 Year Maintenance 13lbs FE36	EX3813		\$ 205.50
12 Year Hydro 5lbs FE36	EX2905		\$ 135.00
12 Year Hydro 9lbs FE36	EX2909		\$ 180.00
12 Year Hydro 13lbs FE36	EX2913		\$ 210.00
Recharge 5lbs FE36 *Agent Included			\$ 193.60
Recharge 9lbs FE36 *Agent Included			\$ 348.48
Recharge 13lbs FE36 *Agent Included			\$ 503.36
5 Year Maintenance/Hydro 5lbs Co2			\$ 65.15
5 Year Maintenance/Hydro 10lbs Co2			\$ 74.15
5 Year Maintenance/Hydro 15lbs Co2			\$ 81.15
5 Year Maintenance/Hydro 20lbs Co2			\$ 95.15
Recharge 5lbs Co2	EX5905		\$ 30.00
Recharge 10lbs Co2	EX5910		\$ 39.00
Recharge 15lbs Co2	EX5915		\$ 46.00
Recharge 20lbs Co2	EX5920		\$ 60.00
5 Year Maintenance/Hydro K Class			\$ 175.00
Recharge K Class	EX5903		\$ 150.00
10lb CART-OP ALL INCLUSIVE RECHARGE *Includes CO2	EX3610		\$ 85.00
20lb CART-OP ALL INCLUSIVE RECHARGE *Includes CO2	EX3620		\$ 125.00
30lb CART-OP ALL INCLUSIVE RECHARGE *Includes CO2	EX3630		\$ 165.00
10lb CART-OP ALL INCLUSIVE HYDRO *Includes Gaskets,	EX3611		\$ 109.00
20lb CART-OP ALL INCLUSIVE HYDRO *Includes Gaskets,	EX3621		\$ 139.00
30lb CART-OP ALL INCLUSIVE HYDRO *Includes Gaskets,	EX3621		\$ 195.00
All Recharge, Maintenance, and Hydro prices are all inclusive (Parts & Labor)			
There Will Be No Disposal Charge for Extinguishers That Are Taken Out of Service			

City of Midwest City Labor Rates per Product Line

Fire Alarm Normal Business Hours	\$ 91.00
Fire Alarm Outside Normal Business Hours	\$ 135.75
Fire Alarm Sunday and Holidays	\$ 181.00
Fire Sprinkler Normal Business Hours	\$ 95.00
Fire Sprinkler Outside Normal Business Hours	\$ 142.50
Fire Sprinkler Sunday and Holidays	\$ 190.00
Suppression Normal Business Hours	\$ 89.00
Suppression Outside Normal Business Hours	\$ 133.50
Suppression Sunday and Holidays	\$ 178.00

NO Trip Charges for the City of Midwest City



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

Memorandum

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: October 24, 2017

SUBJECT: Discussion and consideration of 1) approving and entering into the 2017 Safe Oklahoma Grant Program Contract with the Oklahoma Attorney General's Office to establish the terms and conditions under which the City will receive a law enforcement grant in the amount of \$45,000; and 2) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant.

The Midwest City Police Department requests that you enter into an agreement with the Oklahoma Attorney General's Office for the Law Enforcement Grant 2017 Safe Oklahoma Grant in the amount of \$45,000.00. Safe Oklahoma Grant funds would be used to reestablish overtime emphasis in high crime areas in Midwest City using GIS technology to reduce escalating violent crime. The grant funds will directly target crime hot spots and increase the number of frequency of patrols in those areas. The new crime prevention tactics will use data-driven techniques to help reduce the number of violent crimes in Oklahoma. Grant contract period is for one year.

Staff recommends approval.



Brandon Clabes
Chief of Police

Attachment: Contract



THE OFFICE OF ATTORNEY GENERAL
2017 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

This agreement is made between the Office of Attorney General (OAG) and the Midwest City Police Department (Recipient). OAG agrees to provide funding to Recipient for the purposes provided in Appendix A of this contract and in accordance with the terms and conditions provided in this contract. Recipient agrees to carry out the purposes for funding provided in Appendix A timely and in good faith and to abide by all terms and conditions of this contract.

1. AMOUNT AND PURPOSE OF FUNDS

- a. OAG is providing \$45,000.00 to Recipient for the use of overtime funds to target violent crime. The terms of use for the funds are more fully described in Appendix A.

2. AVAILABILITY OF FUNDS

- a. Payment pursuant to this contract is to be made only from monies appropriated to the Office of Attorney General (OAG) by the Oklahoma Legislature for the Safe Oklahoma Grant Program established in Title 74, Section 20k of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma legislature. OAG may take any action necessary in accord with such determination.

3. TERM OF CONTRACT

- a. The term of this contract shall commence upon execution of all parties. The date of receipt of funds by Recipient shall be used as a time reference date for purposes of reporting and expiration of the contract. The term of this contract shall expire twelve (12) months from the date of a receipt of funds unless otherwise agreed in Appendix A or an extension is granted by OAG in writing.
- b. If the funds are not fully spent by the expiration of this contract, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

4. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.
- b. Revisions to the contract and any attachment in Appendix A, which is part of this contract, must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this contract must be signed and in writing by OAG.

5. OAG PERFORMANCE

- a. In accordance with the terms of this contract, the OAG will provide funding for the project up to the total amount detailed in Appendix A.

6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontract or subcontractor of the Recipient incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.
- c. Recipient shall commence implementation of the project described in Appendix A within sixty (60) days from the date of receipt of funds unless otherwise agreed to in Appendix A or in writing by OAG.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Safe Oklahoma Grant Program.

7. FUNDING TO RECIPIENT

- a. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses incurred by Recipient in performing under this contract. The funds provided to the Recipient shall be expended only for expenses incurred during the term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.
- b. Funds made available to Recipient under this grant shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

8. EMPLOYEE BENEFITS

- a. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- b. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

9. CERTIFICATIONS BY RECIPIENT

- a. Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

10. NO-CONFLICT COVENANT

- a. Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this contract. Recipient further covenants that no employee of OAG received anything of value in connection to this contract.

11. NON-COLLUSION

- a. OAG and Recipient certify that neither has been a party to any collusion among applicants to the Safe Oklahoma Grant Program, collusion with any state official or employee in the awarding of this grant, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this grant.
- b. Recipient has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, directly or indirectly, in the procuring of this contract.
- c. No person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this contract.

12. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part as a result of this contract may be subject to the Open Records Act of Oklahoma. OAG shall have authority to

publish, disclose, distribute and otherwise use any reports, data or other materials prepared under this contract.

13. PROCUREMENT

- a. Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with contract funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

14. RECORDS, REPORTS, DOCUMENTATION

- a. Recipient shall provide a report every three (3) months to OAG of funds dispersed during the term of this contract and a report detailing the progress of the project. The reporting period shall commence on the date of the receipt of funds. Reports shall be due within two (2) weeks of the end of the reporting period. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period;
 - ii. An explanation of what was funded under item i. above;
 - iii. The remaining balance of the funds provided under this contract;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;
 - v. An explanation of any observed change in violent crime rates or trends as a result of this project; and
 - vi. A brief narrative of the results, successes, and other observations from this reporting period.
- b. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly account for all project funds. Recipient shall make these records available to OAG upon request.
- c. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this contract for a period of five (5) years from the ending date of this contract. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipient's premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

- d. Recipient shall provide any status updates during the term of this contract to OAG upon request.

15. CLOSING OUT OF CONTRACT

- a. Recipient shall promptly return to OAG any funds received under this contract that are not expended for the agreed purposes under this contract in Appendix A.
- b. Recipient shall submit any closeout documents showing proof of completion of the terms of this contract to OAG.
- c. Recipient agrees to provide any additional information required by OAG after the expiration of this contract for the purpose of showing completion and results of the project.

16. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. This contract shall be construed and interpreted pursuant to Oklahoma law.
- b. Venue for any disagreement or cause of action arising under this contract shall be Oklahoma County, Oklahoma.

17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by OAG in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Recipient fails to commence implementation of the terms of this contract within 60 days or as otherwise agreed in writing or in Appendix A.
 - ii. Recipient fails to comply with the terms of this contract or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this contract.
 - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this contract.

- c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

18. SEVERABILITY

- a. If any provision of this contract is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract that can be given effect.

19. POINT OF CONTACT

- a. Correspondence and contact to the OAG shall be made through the primary contact person, and if necessary, the secondary contact person listed below:

Primary Contact:

Julie Pittman
Assistant Attorney General
Oklahoma Attorney General
15 West Sixth Street, Suite 1000
Tulsa, Oklahoma 74119
(918) 581-2588
julie.pittman@oag.ok.gov

Secondary Contact:

Lori Carter
Director of Legislative Affairs
Oklahoma Attorney General
313 NE 21st Street
Oklahoma City, Oklahoma 73105
(405) 522-4744
lori.carter@oag.ok.gov

Agreed to the _____ day of _____, 2017.

X



Brandon Clabes
Chief of Police, Midwest City Police Department

X

Matt Dukes,
Mayor, City of Midwest City

X

Dawn Cash
First Assistant Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Purposes of Funding

The Recipient is required to complete a budget outline for the funds awarded under the terms of this contract and attach as Appendix A.

Appendix A must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds, and provide descriptions and overviews of the activities planned. These documents are attached to this contract and incorporated into the terms and requirements of this contract.

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: October 24, 2017

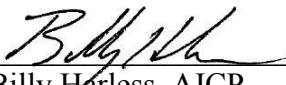
Subject: Discussion and consideration of entering into and approving a contract with HR&A for the creation of an Innovation District Plan.

Background: Midwest City needs to prepare for the future in a changing world. Jobs and the workplace are changing. The generation entering the workforce has different goals and needs than the workforce that Midwest City has known in the past. An Innovation District is designed to promote a high level of interaction and connectivity within a compact area through deliberate urban planning.

The Community Development Department received a Hospital Authority grant to hire a consultant to prepare an Innovation District Plan for the area around Rose State College. The project would consist of a district plan (including a feasibility study and implementation plan) for creating a more urban than suburban district with high density housing units, supporting businesses and pedestrian activity. The plan would outline the assets of the chosen area as well as identifying obstacles and making recommendations for land use and connectivity. The end result would be a tool to help us create a place that would appeal to the next major workforce. Three firms responded to the Request for Proposal and the selection committee chose HR&A based on their past experience and concise methodology.

Recommendation: Staff recommends entering into the agreement.

Action Required: Approve or deny contract.



Billy Harless, AICP
Community Development Director

JS

Attachment: Contract with Scope of Work

MIDWEST CITY INNOVATION DISTRICT PLAN CONTRACT

This agreement made and entered into as of the ___ day of _____, 2017 by and between the City of Midwest City, Oklahoma ("Client"), and HR&A Advisors, Inc., a corporation organized and existing under the laws of the State of New York ("Consultant"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, Client desires to create an Innovation District Plan, and

WHEREAS, Client desires to retain the Consultant to provide advisory services to create an Innovation District Plan within the city limits of Midwest City, Oklahoma;

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

1. Employment of the Consultant
Client hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the Innovation District Plan in accordance with the terms and conditions set forth herein.
2. Term of Employment
Consultant services for the scope of work set forth hereinafter will be completed by June 30, 2018 subject to modification by mutual agreement by the parties hereto.
3. Scope of Services
The Consultant agrees to satisfactorily render and provide services hereinafter set forth in "Exhibit A, Scope of Services."
4. Disposition of Work Materials
Upon prompt payment of all sums due under this Agreement, all contract documents and similar work materials prepared by the Consultant in completing the scope of services shall be the property of Client. Notwithstanding any other provision to the contrary, the Consultant shall maintain copyright ownership of photographs and of all notes, terms and standard details included in all project-related documents, models, photographs, and other forms of expression created by the Consultant. Client grants the Consultant licenses to use and reproduce its work product and similar work materials prepared by the Consultant and the Consultant shall be permitted to retain copies thereof for its records and for its future professional endeavors. The Consultant grants Client a non-exclusive license to use and reproduce such models, photographs, and other forms of expressions created by the Consultant as long as payments due to the Consultant under this contract are made as provided herein.
5. Personnel
The Consultant represents that it has, or will secure, at its own expense, all personnel or subconsultants required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Client. All of the services required hereunder will be performed by the Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State, Federal and Local law to perform such services.
6. Termination and Suspension for Cause
If, for any cause, the Consultant or Client shall fail to fulfill in a timely manner their obligations under this Agreement, or if the Consultant or Client shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice. The Consultant shall be entitled to receive just and equitable compensation for work performed and expenses incurred as of the date of termination; likewise, Client shall be entitled to ownership of all documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Consultant under this Agreement for which it has compensated the Consultant.

If Client fails to make payments to the Consultant in accordance with this Agreement, in addition to the right of termination of this Agreement as set forth herein, at the Consultant's option and upon written notice to Client, it may suspend some or all performance of services under this Agreement and retain all Contract

Documents and Work Materials for which payment is outstanding. In the event of a suspension of some or all services, retention of Contract Documents and Work Materials and/or the termination of the Agreement by the Consultant, the Consultant shall have no liability to Client for delay or damage caused Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The decision by the Consultant not to cease or suspend services or any portion thereof, or the decision by the Consultant to suspend certain but not all services under this Agreement shall not constitute a waiver of its right to suspend or terminate performance of any or all services under this Agreement so long as payments of undisputed amounts remain outstanding.

7. Changes

Client or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be executed and incorporated in written amendments to this Agreement.

8. Compensation

The cost of the Scope of Services shall not exceed One Hundred and Twenty-Five Thousand and 00/100 Dollars (\$125,000). The division of this not-to-exceed fee is described in "Exhibit B, Budget by Task." The cost of services will be invoiced by the Consultant based on the percentage completion of each task described in "Exhibit B, Budget by Task." Invoices will be transmitted monthly by the Consultant to Client. Client shall remit payment for an approved invoice within 30 days of receipt of the invoice provided all work is performed satisfactorily as reasonably determined by Client.

9. Equal Employment Opportunity

The Consultant will not discriminate against any employee or applicant for employment with regard to race, religion, sex, color, national origin, age, or disability. The Consultant will act to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color, national origin, age or disability.

10. Assignability

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or notation without the prior written consent of Client thereto; provided, however, that claims for money may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly by Client.

11. Conditions and Assurances

- A. Access to Records: Consultant agrees that Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant for the purposes of making audit, examination, excerpt, and transcripts.
- B. Retention of Records: Consultant shall maintain all records pertaining to this contract for three (3) years after Client makes final payment.

12. Miscellaneous Provisions

- A. This Agreement shall be constructed in accordance with the laws of the State of Oklahoma. Each party waives any right to a trial by jury either party may have pursuant to any claim or action arising from this Agreement.
- B. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such as invalidity, illegality, or non-enforceability, it shall not affect any other provision thereof, and this Agreement shall not be effective unless consented to, in writing, by both parties.
- C. Nothing in this Agreement shall be construed as granting any rights to any person other than the parties hereto.
- D. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be constitute one and the same instrument.

E. This Agreement shall be binding upon and inure to the benefit of each of the Consultant's and the Client's respective successors and assigns.

13. Indemnification

A. Consultant shall indemnify, defend and hold harmless Client and its officers, employees, agents and permitted assigns from and against any and all suits, claims, losses, damages, charges, or expenses, whether direct or indirect, and liability of every name and nature to which they or any of them may be put or subjected by reason of any personal injury or damage to real or tangible property arising from or in connection with any acts or omissions on the part of the Consultant or arising from any breach by Consultant under this Agreement. Notwithstanding anything to the contrary herein, Consultant's liability under this Agreement shall be limited to the amount of the Consultant Fee received by the Consultant hereunder.

B. As allowed by Oklahoma law, Client shall indemnify, defend and hold harmless Consultant and its officers, employees, agents and permitted assigns from and against any and all suits, claims, losses, damages, charges, or expenses, whether direct or indirect, and liability of every name and nature to which they or any of them may be put or subjected by reason of any personal injury or damage to real or tangible property arising from or in connection with any acts or omissions on the part of the Client or arising from any breach by Client under this Agreement (including the failure to make a payment when due).

In no event shall any officer, shareholder, member, employee or agent of Consultant or Client (or any of Consultant's or Client's affiliates) be personally liable for the performance of either party's obligations hereunder.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement on this the ____ day of _____, 2017.

HR&A Advisors, Inc.



Robert Geolas, Partner

October 6, 2017 _____
Date

City of Midwest City, Oklahoma

Matt Dukes, Mayor

Date

Exhibit A: Scope of Services

Consultant will perform the of Services described on pages 5-8 of this agreement.

SCOPE OF WORK

TASK 1: Kickoff and Due Diligence

Subtask 1.1: Review of Existing Plans

HR&A will begin our process with a review of Midwest City's existing planning documents and other materials identified by the City's staff as important to understanding current planning and developmental dynamics within the City. This process will inform our later work and provide invaluable context to finding solutions unique to Midwest City.

Subtask 1.2: Kickoff Meeting and Site Tour

HR&A will undertake its first trip to Midwest City to hold an in-person kick-off meeting and visioning session with City staff and other key stakeholders from relevant local organizations and businesses that will form an advisory committee for the project. This visioning session will center on a discussion of desired elements and guiding principles for the innovation district plan. HR&A will also discuss procedural matters during this visit including project objectives, a confirmation of the overall project schedule, and the selection of three key focus areas within the proposed district boundaries to orient the team's analytical focus.

Following this initial meeting, HR&A will attend a client-led citywide tour with a focus on the three previously-identified potential innovation district focus areas. This site tour will be essential in grounding our team in the physical and market realities of Midwest City.

Subtask 1.3: Innovation Programming Roundtable Discussions

HR&A will work with the Midwest City team to develop and confirm a list of key stakeholders to take part in up to four roundtable discussions during HR&A's first trip to Midwest City. These discussions will provide additional insight into existing linkages and potential partnership organizations for the proposed innovation district. This will help HR&A assess the organizational synergies that will form the building blocks of the innovation district as well as identify existing resource gaps within the proposed district that would need to be addressed. Most immediately, these discussions will serve as springboards to identify existing opportunities and potential partnerships that would inform the programming and management of the potential Innovation Center as an essential anchor for the district.

Timing: HR&A will complete this task within two weeks of project commencement.

Deliverable: HR&A will provide the client with a memorandum summarizing (1) our understanding of the objectives of key stakeholders for the innovation district and potential avenues for partnerships and (2) our initial assessment of the three potential focus areas.

TASK 2: Economic and Physical Conditions Review

Subtask 2.1: Industry Sector Analysis

HR&A will conduct a high-level economic analysis to understand the industrial composition of Midwest City and the greater Oklahoma City area. As the anchor city for Rose State College, Tinker Airforce Base and the Tinker Business and Industrial Park, we will analyze the ways in which Midwest City could target complementary industry sectors that leverage these assets. Our quantitative analysis will include a location quotient analysis and shift share analysis to measure the concentration of potential target industries in the region and their local performance in comparison to the state and national economy. We will supplement

this quantitative analysis with discussions with key organizations and industry associations to gain their perspective on Midwest City's competitive advantages and disadvantages as it relates to their industries.

Subtask 2.2: Real Estate Market Scan

An effective innovation district framework for Midwest City must be firmly rooted in a realistic economic positioning strategy and assessment of real estate opportunities. HR&A will analyze the market feasibility of potential uses that would likely comprise the innovation district's future development program, including office, research, retail, and housing.

Drawing on secondary sources such as the national real estate data provides CoStar and REIS, HR&A will examine local and regional trends in rents, occupancy, absorption, and development typologies, as well as the pipeline for new construction in the region. HR&A will supplement third party sources through interviews with real estate industry experts, including real estate brokers, developers, and City officials. Together these analyses will yield a deeper understanding of realistic opportunities for growth going forward.

Subtask 2.3: Physical Conditions and Connections Review

Focusing on the three key areas identified in Task 1, HR&A will create an inventory of existing buildings and uses within each potential focus area and also identify owners of significant properties to aid in the consideration of potential re-use opportunities. This inventory will be derived from existing CoStar data and the Oklahoma County Assessor Records. HR&A will also review the current land use plans in place for the focus areas to understand feasible locations for the catalytic first phase of the district anchored by a potential Innovation Center in partnership with Rose State College or Tinker Air Force Base.

To generate a high-level understanding of the current transportation network and its importance to existing businesses in the City, HR&A will have conversations with stakeholders fluent in the current transportation network and connectivity needs and opportunities. To supplement the information gathered from these discussions, HR&A will utilize data available from Embark Transit Oklahoma City and Midwest City's Engineering Division. The ultimate goal is to identify opportunities and challenges within the current transportation network and evaluate the network's contribution to the future development of the innovation district. For more detailed analysis of the current transportation system, we will rely on inputs from Midwest City's Comprehensive Planning and Engineering Divisions.

Subtask 2.4: Presentation of Existing Conditions Analysis and Opportunities and Challenges Assessment

HR&A will prepare a presentation to be delivered by video conference that (1) highlights our consolidated economic and physical findings from Task 2 and (2) offers a synthesized assessment of opportunities and challenges for Midwest City from an economic and physical perspective. This analysis will focus on initial recommendations for industry targeting, innovation programming centered around the potential Innovation Center, and land use and connectivity adjustments that will support the development of Midwest City's innovation district. Following discussion and input from the City and advisory committee, this videoconference will culminate in a collective conversation regarding the finalized district boundaries prior to moving forward with the draft framework plan.

Timing: HR&A will complete this task within seven weeks of project commencement

Deliverable: HR&A will prepare a presentation for the City and advisory committee highlighting relevant existing physical and economic conditions as well as opportunities and challenges as Midwest City moves forward with developing an innovation district. This videoconference will also allow HR&A and the City to collectively agree to the appropriate district boundaries.

TASK 3: Draft Framework Plan

Subtask 3.1: Highest-and-Best-Use Scenario for District

Having reached agreement on the focus district boundaries at the close of Task 2, HR&A will develop a highest-and-best-use development scenario. This scenario will center on a physical and programmatic vision for the proposed Innovation Center in conjunction with a key endowing partner such as Rose State College or Tinker Air Force Base, as well as ancillary supporting development identified as market feasible in the previous task that will build a sense of vibrancy in the district. HR&A will also suggest how transportation could be enhanced to augment connectivity to the district in the proposed highest-and-best use scenario. Transportation enhancements could entail new routes and shuttles, new bicycle and pedestrian paths, or improved parking infrastructure. HR&A will present the scenario as a thematic land use map accompanied by clarifying text.

Subtask 3.2: Financial Feasibility and Fiscal Impact Assessment

To evaluate the feasibility of the proposed scenario, HR&A will utilize pro forma financial analysis to test development feasibility from the perspective of private developers. HR&A's financial modeling will provide a high-level determination of the range of supportable land value resulting from the scenario. In undertaking this analysis, we will rely on infrastructure cost estimates for necessary improvements sourced from Midwest City's Engineering Division. This high-level analysis will enable HR&A to identify any funding gaps that would need to be filled in order to catalyze development. We will also estimate the economic and fiscal impacts for Midwest City and Oklahoma County more broadly in terms of net new jobs supported and local property and sale tax revenues generated.

Subtask 3.3: Presentation of Draft Innovation District Framework

This phase will culminate in the development of a draft framework plan to be presented to the City and advisory committee during our second trip to Midwest City. This draft framework plan will highlight the physical contours of the highest-and-best use scenario and the economic and fiscal impacts of the scenario, and provide a clear and compelling narrative detailing how the framework meets the vision and objectives espoused in Task 1. The meeting will serve as a forum for feedback and comments, which HR&A will utilize to flesh out the final framework plan in Task 4.

Timing: HR&A will complete this task within 13 weeks of project commencement.

Deliverable: HR&A will provide a draft Framework Plan presentation highlighting the highest-and-best-use development scenario, along with associated analysis and a narrative description. We will deliver a presentation to the City highlighting key aspects of the draft and receive feedback to inform the final innovation district framework plan.

TASK 4: Final Framework Plan and Implementation Roadmap

Subtask 4.1: Development of Implementation Roadmap

HR&A will develop an implementation roadmap for the City that serves as a "playbook" for implementing the innovation district framework plan. The roadmap will be comprised of the actions necessary to achieve the objectives of the framework plan, which could consist of regulatory changes and policy adjustments, the provision of incentives, partnerships to advance key programming, and a variety of other initiatives. For each of these actions, HR&A will identify: (1) responsible parties and strategic partners; (2) phasing and timing recommendations, (3) funding pathways for capital and operating costs. We will consult with the City

and members of the advisory committee to ensure the roadmap is grounded in realistic expectations around staff capacity and financial resources available from each entity to advance implementation. Particular focus will be given to the Innovation Center as a catalytic project with the potential to generate momentum for broader development within the innovation district.

Subtask 4.2: Final Plan Document and Presentation

HR&A will develop a final framework plan for Midwest City’s Innovation District, consisting of the refined and finalized highest-and-best use concept and implementation roadmap, along with a robust narrative communicating the vision and economic and physical rationale for the plan. The plan will also include appendices highlighting key findings surrounding the existing conditions analysis, stakeholder meetings and roundtables, and market and financial analyses. On our third and final trip to Midwest City, HR&A will present the plan to local government, media, and the community-at-large as a means of publicly “launching” the innovation district framework.

Timing: HR&A will complete this task within 18 weeks of project commencement.

Deliverable: HR&A will provide the final innovation district framework plan, including the backing implementation strategy. The plan will include appendices detailing the full existing conditions analysis, summaries of stakeholder meetings, and our market and financial analyses. HR&A will present the final plan to the City and a community audience.

HR&A Team Work Plan Schedule

HR&A proposes to complete all four tasks of the scope of work in an efficient manner, and provide the final innovation district framework plan within 18 weeks of project commencement.

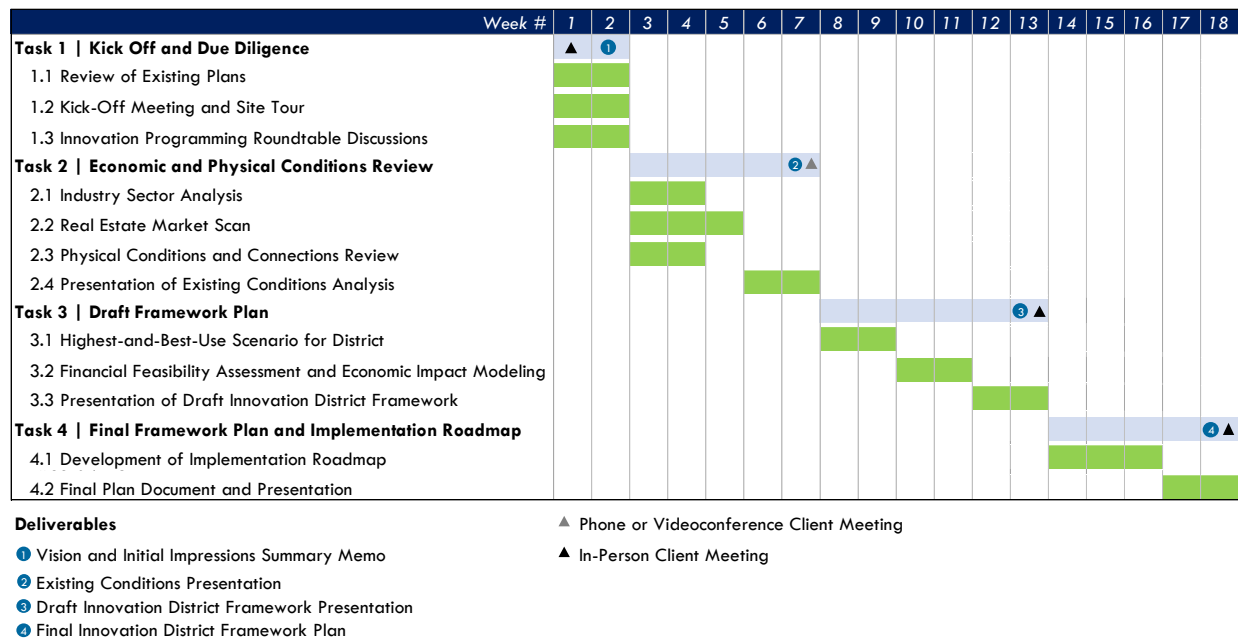


Exhibit B: Budget by Task

TASK	FEE PER TASK
Task 1: Kick Off and Due Diligence	\$18,000
Task 2: Economic and Physical Conditions Review	\$40,000
Task 3: Draft Framework Plan	\$40,000
Task 4: Final Framework Plan and Implementation Roadmap	\$27,000
Contract Total	\$125,000

PROJECT APPROACH AND SCHEDULE

HR&A understands the value of developing innovative business and community ecosystems in today's fast changing economy. Responding to Americans' shifting preferences for more vibrant, walkable, accessible neighborhoods with a mix of uses is essential to attracting innovative, forward-thinking companies and their technically-skilled workforce. Such mixed-use districts are quickly becoming the locus of the knowledge-based economy and a driver of economic success. If executed properly and with due diligence, innovation districts can be powerful drivers of economic activity that can cultivate catalytic change for a city and region. Thanks to the work of organizations like the Brookings Institute which have catalogued and highlighted successful innovation districts, the playbook of ingredients of such districts are fairly well understood by municipalities across the country. The hard part is forging an implementable vision that responds to synergies between local anchors and industry clusters and works within the contours of the local real estate market.

To develop a successful innovation district, it is essential that Midwest City unlock key partnerships from within its existing community of businesses and institutions. Capitalizing on the existing industrial and academic clusters around Rose State College and Tinker Airforce Base is a logical focal point for the development of the proposed innovation district. Tapping into existing academic programs and workforce development initiatives at Rose State College is essential to grounding Midwest City's innovation ecosystem. Additionally, although Tinker Air Force Base has long been the economic engine for the business community in Midwest City, the potential of leveraging the Base as a key anchor in the City's revitalization and development has not been fully realized. We possess the skills and experience that is needed to successfully forge these partnerships and develop an overarching vision for the district. Only with these partnerships advanced can the City realize its ambitions to reorient its economic future.

HR&A's approach to this project will draw on our understanding of how to successfully implement mixed-use innovation districts and navigate key public-private partnerships. Our approach will allow us to focus on developing a set of implementable strategies that will be beneficial to Midwest City's residents and businesses going forward, and on creating a development scenario for an innovation district that is feasible given the City's existing market and economic context. Midwest City has recently made strides in reorienting its Original Mile Neighborhood and revitalizing the Town Center retail district; HR&A's work on the proposed innovation district will further build off and contribute to these recent efforts and engage the community in taking an active part in its future development.

For the Midwest City innovation district framework plan, HR&A proposes a four-phase scope of work consisting of (1) a site tour and existing plan review to understand Midwest City's current needs and aspirations as it aims to create a mixed-use innovation district; (2) an existing conditions review and market analysis that will inform the feasibility of achieving this vision and developing strong programming given local economic and real estate drivers; this phase will help confirm the boundaries of the innovation district; (3) a draft framework plan that will clearly articulate a physical and programmatic vision for the district; and (4) a final framework plan and implementation roadmap that will reinforce Midwest City's core strengths and enhance its innovation potential. HR&A proposes to complete this study in 18 weeks from notice-to-proceed. HR&A's proposed scope of work is further detailed below.

SCOPE OF WORK

TASK 1: Kickoff and Due Diligence

Subtask 1.1: Review of Existing Plans

HR&A will begin our process with a review of Midwest City's existing planning documents and other materials identified by the City's staff as important to understanding current planning and developmental dynamics within the City. This process will inform our later work and provide invaluable context to finding solutions unique to Midwest City.

Subtask 1.2: Kickoff Meeting and Site Tour

HR&A will undertake its first trip to Midwest City to hold an in-person kick-off meeting and visioning session with City staff and other key stakeholders from relevant local organizations and businesses that will form an advisory committee for the project. This visioning session will center on a discussion of desired elements and guiding principles for the innovation district plan. HR&A will also discuss procedural matters during this visit including project objectives, a confirmation of the overall project schedule, and the selection of three key focus areas within the proposed district boundaries to orient the team's analytical focus.

Following this initial meeting, HR&A will attend a client-led citywide tour with a focus on the three previously-identified potential innovation district focus areas. This site tour will be essential in grounding our team in the physical and market realities of Midwest City.

Subtask 1.3: Innovation Programming Roundtable Discussions

HR&A will work with the Midwest City team to develop and confirm a list of key stakeholders to take part in up to four roundtable discussions during HR&A's first trip to Midwest City. These discussions will provide additional insight into existing linkages and potential partnership organizations for the proposed innovation district. This will help HR&A assess the organizational synergies that will form the building blocks of the innovation district as well as identify existing resource gaps within the proposed district that would need to be addressed. Most immediately, these discussions will serve as springboards to identify existing opportunities and potential partnerships that would inform the programming and management of the potential Innovation Center as an essential anchor for the district.

Timing: HR&A will complete this task within two weeks of project commencement.

Deliverable: HR&A will provide the client with a memorandum summarizing (1) our understanding of the objectives of key stakeholders for the innovation district and potential avenues for partnerships and (2) our initial assessment of the three potential focus areas.

TASK 2: Economic and Physical Conditions Review

Subtask 2.1: Industry Sector Analysis

HR&A will conduct a high-level economic analysis to understand the industrial composition of Midwest City and the greater Oklahoma City area. As the anchor city for Rose State College, Tinker Airforce Base and the Tinker Business and Industrial Park, we will analyze the ways in which Midwest City could target complementary industry sectors that leverage these assets. Our quantitative analysis will include a location quotient analysis and shift share analysis to measure the concentration of potential target industries in the region and their local performance in comparison to the state and national economy. We will supplement this quantitative analysis with discussions with key organizations and industry associations to gain their perspective on Midwest City's competitive advantages and disadvantages as it relates to their industries.

Subtask 2.2: Real Estate Market Scan

An effective innovation district framework for Midwest City must be firmly rooted in a realistic economic positioning strategy and assessment of real estate opportunities. HR&A will analyze the market feasibility of potential uses that would likely comprise the innovation district's future development program, including office, research, retail, and housing.

Drawing on secondary sources such as the national real estate data provides CoStar and REIS, HR&A will examine local and regional trends in rents, occupancy, absorption, and development typologies, as well as the pipeline for new construction in the region. HR&A will supplement third party sources through interviews with real estate industry experts, including real estate brokers, developers, and City officials. Together these analyses will yield a deeper understanding of realistic opportunities for growth going forward.

Subtask 2.3: Physical Conditions and Connections Review

Focusing on the three key areas identified in Task 1, HR&A will create an inventory of existing buildings and uses within each potential focus area and also identify owners of significant properties to aid in the consideration of potential re-use opportunities. This inventory will be derived from existing CoStar data and the Oklahoma County Assessor Records. HR&A will also review the current land use plans in place for the focus areas to understand feasible locations for the catalytic first phase of the district anchored by a potential Innovation Center in partnership with Rose State College or Tinker Air Force Base.

To generate a high-level understanding of the current transportation network and its importance to existing businesses in the City, HR&A will have conversations with stakeholders fluent in the current transportation network and connectivity needs and opportunities. To supplement the information gathered from these discussions, HR&A will utilize data available from Embark Transit Oklahoma City and Midwest City's Engineering Division. The ultimate goal is to identify opportunities and challenges within the current transportation network and evaluate the network's contribution to the future development of the innovation district. For more detailed analysis of the current transportation system, we will rely on inputs from Midwest City's Comprehensive Planning and Engineering Divisions.

Subtask 2.4: Presentation of Existing Conditions Analysis and Opportunities and Challenges Assessment

HR&A will prepare a presentation to be delivered by video conference that (1) highlights our consolidated economic and physical findings from Task 2 and (2) offers a synthesized assessment of opportunities and challenges for Midwest City from an economic and physical perspective. This analysis will focus on initial recommendations for industry targeting, innovation programming centered around the potential Innovation Center, and land use and connectivity adjustments that will support the development of Midwest City's innovation district. Following discussion and input from the City and advisory committee, this videoconference will culminate in a collective conversation regarding the finalized district boundaries prior to moving forward with the draft framework plan.

Timing: HR&A will complete this task within seven weeks of project commencement

Deliverable: HR&A will prepare a presentation for the City and advisory committee highlighting relevant existing physical and economic conditions as well as opportunities and challenges as Midwest City moves forward with developing an innovation district. This videoconference will also allow HR&A and the City to collectively agree to the appropriate district boundaries.

TASK 3: Draft Framework Plan

Subtask 3.1: Highest-and-Best-Use Scenario for District

Having reached agreement on the focus district boundaries at the close of Task 2, HR&A will develop a highest-and-best-use development scenario. This scenario will center on a physical and programmatic vision for the proposed Innovation Center in conjunction with a key endowing partner such as Rose State College or Tinker Air Force Base, as well as ancillary supporting development identified as market feasible in the previous task that will build a sense of vibrancy in the district. HR&A will also suggest how transportation could be enhanced to augment connectivity to the district in the proposed highest-and-best use scenario. Transportation enhancements could entail new routes and shuttles, new bicycle and pedestrian paths, or improved parking infrastructure. HR&A will present the scenario as a thematic land use map accompanied by clarifying text.

Subtask 3.2: Financial Feasibility and Fiscal Impact Assessment

To evaluate the feasibility of the proposed scenario, HR&A will utilize pro forma financial analysis to test development feasibility from the perspective of private developers. HR&A's financial modeling will provide a high-level determination of the range of supportable land value resulting from the scenario. In undertaking this analysis, we will rely on infrastructure cost estimates for necessary improvements sourced from Midwest City's Engineering Division. This high-level analysis will enable HR&A to identify any funding gaps that would need to be filled in order to catalyze development. We will also estimate the economic and fiscal impacts for Midwest City and Oklahoma County more broadly in terms of net new jobs supported and local property and sale tax revenues generated.

Subtask 3.3: Presentation of Draft Innovation District Framework

This phase will culminate in the development of a draft framework plan to be presented to the City and advisory committee during our second trip to Midwest City. This draft framework plan will highlight the physical contours of the highest-and-best use scenario and the economic and fiscal impacts of the scenario, and provide a clear and compelling narrative detailing how the framework meets the vision and objectives espoused in Task 1. The meeting will serve as a forum for feedback and comments, which HR&A will utilize to flesh out the final framework plan in Task 4.

Timing: HR&A will complete this task within 13 weeks of project commencement.

Deliverable: HR&A will provide a draft Framework Plan presentation highlighting the highest-and-best-use development scenario, along with associated analysis and a narrative description. We will deliver a presentation to the City highlighting key aspects of the draft and receive feedback to inform the final innovation district framework plan.

TASK 4: Final Framework Plan and Implementation Roadmap

Subtask 4.1: Development of Implementation Roadmap

HR&A will develop an implementation roadmap for the City that serves as a "playbook" for implementing the innovation district framework plan. The roadmap will be comprised of the actions necessary to achieve the objectives of the framework plan, which could consist of regulatory changes and policy adjustments, the provision of incentives, partnerships to advance key programming, and a variety of other initiatives. For each of these actions, HR&A will identify: (1) responsible parties and strategic partners; (2) phasing and timing recommendations, (3) funding pathways for capital and operating costs. We will consult with the City and members of the advisory committee to ensure the roadmap is grounded in realistic expectations around staff capacity and financial resources available from each entity to advance implementation. Particular focus

will be given to the Innovation Center as a catalytic project with the potential to generate momentum for broader development within the innovation district.

Subtask 4.2: Final Plan Document and Presentation

HR&A will develop a final framework plan for Midwest City’s Innovation District, consisting of the refined and finalized highest-and-best use concept and implementation roadmap, along with a robust narrative communicating the vision and economic and physical rationale for the plan. The plan will also include appendices highlighting key findings surrounding the existing conditions analysis, stakeholder meetings and roundtables, and market and financial analyses. On our third and final trip to Midwest City, HR&A will present the plan to local government, media, and the community-at-large as a means of publicly “launching” the innovation district framework.

Timing: *HR&A will complete this task within 18 weeks of project commencement.*

Deliverable: *HR&A will provide the final innovation district framework plan, including the backing implementation strategy. The plan will include appendices detailing the full existing conditions analysis, summaries of stakeholder meetings, and our market and financial analyses. HR&A will present the final plan to the City and a community audience.*



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 Council

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

Date: October 24th, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170265 from the State Department of Environmental Quality for the Looping Waterline Extension Project (S.E. 10th Street and Meade Drive), Midwest City, Oklahoma.

Permit No. WL000055170265 is for the construction of 1265 L.F. of six inch (6") water line to serve the Looping Waterline Extension Project (S.E. 10th Street and Meade Drive), Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.



Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

September 26, 2017

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

Re: Permit No. WL000055170265
Looping Waterline Extension Project
(S. E. 10th Street & Meade Drive)
PWSID No.: 1020806

Dear Mr. Henson:

Enclosed is Permit No.: WL000055170265 for the construction of approximately 1,265 L. F. of six (6) inch water line and appurtenances to serve the City of Midwest City Looping Waterline Extension Project (S. E. 10th Street & Meade Drive), Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 26, 2017. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

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

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Patrick Menefee, P. E., City of Midwest City
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055170265

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

September 26, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 1,265 L. F. of six (6) inch water line and appurtenances to serve the City of Midwest City Looping Waterline Extension Project (S.E. 10th Street & Meade Drive), located in part of Section 1, T-11-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on September 26, 2017.

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

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

- 1) Based on review of the submitted limited hydraulic analysis information this water line design is deemed adequate to provide the 2015 International Fire Code (IFC), Appendix B, Table B105.1 IFC minimum fire flow of 1,000-gpm for residential housing with a surface area of less than 3,600-square feet.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055170265

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

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

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





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: October 24th, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170633 from the State Department of Environmental Quality for the Sooner Rose Addition Phase II Sewer Line Extension, Midwest City, Oklahoma.

Permit No. SL000055170633 is for the construction of 1545 L.F. of eight inch (8") sewer line to serve the new Sooner Rose Phase II Addition, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

September 27, 2017

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

Re: Permit No.: SL000055170633
Sooner Rose Addition Phase II
Sewer Line Extension Project
Facility No.: S-20541

Dear Mr. Menefee:

Enclosed is Permit No.: SL000055170633 for the construction of approximately 1,545 L. F. of eight (8) inch sewer lines and appurtenances to serve the City of Midwest City Sooner Rose Addition Phase II Sewer Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 27, 2017. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

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

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

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





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055170633

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

September 27, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 1,545 L. F. of eight (8) inch sewer lines and appurtenances to serve the City of Midwest City Sooner Rose Addition Phase II Sewer Line Extension Project, located in part of SW-1/4, Section 4, T-11-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on September 27, 2017.

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

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

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

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055170633

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

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

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

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





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To: Honorable Mayor and Council

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

Date: October 24th, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170632 from the State Department of Environmental Quality for the Sooner Rose Addition Phase II Water Line Extension, Midwest City, Oklahoma.

Permit No. WL000055170632 is for the construction of 2630 L.F. of eight inch (8") water line and 15 L.F. of six inch (6") water line to serve the new Sooner Rose Phase II Addition, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

September 27, 2017

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

Re: Permit No.: WL000055170632
Sooner Rose Addition Phase II
Water Line Extension Project
PWSID No.: 1020806

Dear Mr. Menefee:

Enclosed is Permit No.: WL000055170632 for the construction of approximately 15 L. F. of six (6) inch and 2,630 L. F. of eight (8) inch water lines and appurtenances to serve the City of Midwest City Sooner Rose Addition, Phase II Water Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 27, 2017. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

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





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055170632

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

September 27, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 15 L. F. of six (6) inch and 2,630 L. F. of eight (8) inch water lines and appurtenances to serve the City of Midwest City, Sooner Rose Addition, Phase II Water Line Extension Project, located in part of SW-1/4, Section 4, T-11-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on September 27, 2017.

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

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

- 1) Based on review of the submitted limited hydraulic information, this water line design is deemed adequate to provide the 2015 International Fire Code (IFC), Appendix B, Tables B105.1(2) and B105.2 IFC minimum reduced fire flow of 2,500-gpm for proposed facility's commercial buildings to be equipped with automatic sprinkler systems meeting either IFC Section 903.3.1.1, or Section 903.3.1.2. design standards.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055170632

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

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

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



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





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 : October 24th, 2017

SUBJECT : Discussion and consideration of accepting maintenance bonds from Phaze Concrete Inc. in the amount of \$9,517.00 and \$28,000.00, respectively.

The one year maintenance bonds from Phaze Concrete Inc. are for the sanitary sewer line and water line improvements installed in conjunction with the new Winco Foods Store development located at the intersection of Midwest Boulevard and East Reno Avenue.

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT – PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

BOND NUMBER: 0701104

KNOW ALL BY THESE PRESENTS that we, Phaze Concrete Inc., as Principal, and International Fidelity Insurance Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Nine Thousand Five Hundred Seventeen Dollars (\$ 9,517.00----), such sum being not less than ten percent (10%) of the total contract price to construct or install City Sewer Lines

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

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and City of Midwest City, Oklahoma dated the 8th day of November, 20 16, agreed to construct or install the Improvement in the City of Midwest City and to maintain the improvement against any failures due to defective materials or workmanship during the Maintenance Period.

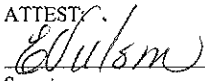
NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

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

Signed, sealed, and delivered this 14th day of December, 20 16


Phaze Concrete Inc.
Principal

By 

ATTEST:

Secretary

International Fidelity Insurance Company
Surety

By 
Taylor J. Winstead, Attorney-In-Fact

ATTEST:

Secretary

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

City Attorney

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

City Clerk

Mayor

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

PROJECT NAME: WinCo Foods Store No. 150

PROJECT LOCATION: 7601 E. Reno, Midwest City, OK 73110

TYPE OF CONSTRUCTION: Furnish and install sewer system for WinCo store.

OWNER'S AFFIDAVIT OF ACCEPTANCE

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

By _____
OWNER

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this ____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: _____

NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

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

By _____
CONTRACTOR

Date: _____

STATE OF _____)
)ss.
COUNTY OF _____)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this ____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: _____

NOTARY PUBLIC

REVISED: August 15, 2006 IMD

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

THIS POWER OF ATTORNEY IS VOID IF ALTERED OR ERASED. THE OBLIGATION OF THE COMPANY INDIVIDUAL UNDERTAKINGS NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint:

LELAND PFINGSTAG, TAYLOR J. WILSTEAD, DAVID J. WILSTEAD

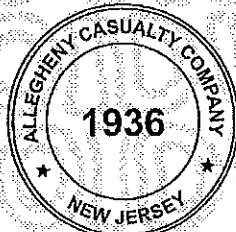
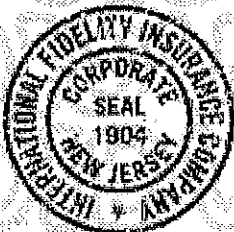
Mesa, AZ.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

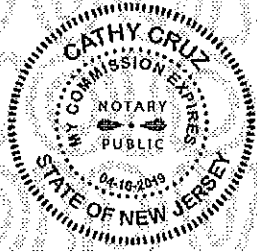


STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of DECEMBER, 2016

MARIA BRANCO, Assistant Secretary

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

BOND NUMBER: 0701105

KNOW ALL BY THESE PRESENTS that we, Phaze Concrete Inc., as Principal, and International Fidelity Insurance Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Twenty Eight Thousand Dollars (\$28,000.00), such sum being not less than ten percent (10%) of the total contract price to construct or install City Water Lines

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

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and City of Midwest City, Oklahoma dated the 8th day of November, 2016, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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Signed, sealed, and delivered this 14th day of December, 2016

Phaze Concrete Inc. Principal

By [Signature]

ATTEST: [Signature] Secretary

International Fidelity Insurance Company Surety

By Taylor J. Winstead, Attorney-in-Fact

ATTEST: [Signature] Secretary

Approved as to form and legality this ___ day of ___, 20__

City Attorney

Accepted by the City Council of the City of Midwest City this ___ day of ___, 20__

City Clerk

Mayor

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

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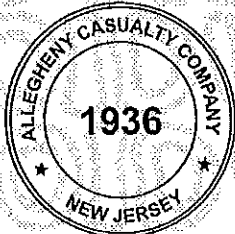
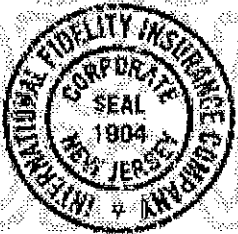
Mesa, AZ

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

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IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

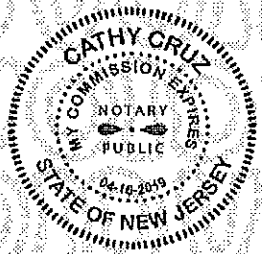


STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of DECEMBER, 2016

MARIA BRANCO, Assistant Secretary



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: October 24, 2017

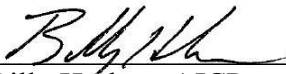
Subject: Discussion and consideration of entering into and approving a contract with Jeff Johnson of Real Property Construction for redevelopment of City-owned lots in Original Mile Neighborhood.

Background: In 2011, consulting firm Ochsner, Hare & Hare prepared a revitalization plan for the Original Mile neighborhood. Over the past few years many goals of the plan have been implemented. Several suggested tasks remain to bring the plan to fruition. The Original Mile Reinvestment Committee was formed to give input and guidance on which steps to take next. The OMR Committee began meeting in January 2016.

One of the projects that the Committee has undertaken is the development of infill housing on City-owned lots in the Original Mile. A Request for Proposal (RFP) was advertised and three developers submitted proposals. The selection committee chose Jeff Johnson with Real Property Construction for the project. A presentation about the project was made by Mr. Johnson to the Original Mile Reinvestment Committee on May 16, 2017.

Recommendation: Staff recommends entering into the agreement.

Action Required: Approve or deny contract.



Billy Harless, AICP
Community Development Director

JS

Attachment: Contract

City of Midwest City Redevelopment Agreement

This agreement is made and entered into this _____ day of _____, 2017 (effective date) by and between the City of Midwest City, a municipal government, (the City) and Jeff Johnson of Real Property Construction (RPC, Developer).

Statement of Purpose

The City is the owner of five lots in the Original Mile Neighborhood referred to as (the Properties). The street addresses of the lots are: 518 N. Marshall Dr., 302 E. Harmon Dr., 524 E. Monroney Dr, 101 E. Kittyhawk Dr., 220 E. Kittyhawk Dr. (see Exhibit A for map & Exhibit B for legal descriptions). The Properties were acquired through various means pursuant to the Original Mile Revitalization Plan for the purpose of redevelopment. The goal of the Original Mile Infill Housing Project is to encourage re-development by utilizing the lots listed above for new residential construction.

On November 18, 2016, the properties were advertised as part of a redevelopment project for the City. A request for proposals or RFP was created for the project. A selection committee reviewed proposals, conducted interviews and selected RPC, the Developer to construct infill housing on the Properties.

WHEREAS, the City and the Developer desire to enter into an agreement for redevelopment of property described in Exhibits A & B. (Map & Legal Description) and Exhibit D. (Project Proposal Summary), and

WHEREAS, the City desires to grant and the Developer desires to construct new homes on the subject properties for the benefit of the City of Midwest City; and

WHEREAS, the parties desire to make the land grant contemplated by this agreement contingent upon completion of a number of conditions to ensure that the property will be used to promote redevelopment and that the construction is accomplished within a specific timeframe; and

WHEREAS, the parties have agreed that said property shall be developed substantially as provided for in the attached Project Proposal Summary and incorporated herein as Exhibit D and which describes the project.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants, conditions, and agreements hereinafter contained, the parties hereto agree as follows:

1. **Application for project award.** The application submitted by the Developer for the Project is incorporated herein by reference as the Project Application. The Developer confirms that all information in the application package is true, correct and complete. The Developer agrees to comply with all agreed upon project requirements. (Exhibit G- Project Application).
2. **Project Award**
 - (a.) **Land.** Those five properties described in the map and legal descriptions as Exhibits A. & B.
 - (b.) **Services.** Services provided by the City of Midwest City to facilitate lot development as part of an incentive package to attract Developers. (Exhibit C.)

(c.) **Additional Funds May Be Requested for Incentivizing Sale of Properties.** Upon completion of the project, the Developer may seek additional funds from the City of Midwest City to incentivize the sale of the homes through down payment assistance, in the event that the home does not sell within nine months of the date on the Certificate of Occupancy. The City is attempting to create a new market for infill homes in this area and has funding set aside for this purpose if necessary for revitalization.

3. **Plan for redevelopment.** The Developer may apply for re-platting and re-zoning to SPUD (Simplified Planned Unit Development). If approved, seven (7) homes will be built by splitting two lots and creating four (4) smaller lots. (see Appendix D for project Proposal Summary and alternate plan.) If the rezoning is not approved, a minimum of five (5) houses on five (5) lots will be constructed.
4. **Basic Terms .** The Developer agrees to build a minimum of five (5) homes and provide all financing for the building project in exchange for five (5) City-owned lots at no cost. The action items in the “Build Ready” (lot preparation chart) advertised in the Request for Proposal (Exhibit C) will be completed at an agreed upon time between the City and the Developer. The Project Proposal Summary explains the details of the project. (Exhibit D). Conveyance of the property will occur at the time of application for the building permit. Any new lots created will be treated the same as the original lots.
5. **Conditions.** The homes will be similar to the renderings and floor plans in the Developer’s proposal described in the Project Application (Exhibit G.) Minor changes in design and materials shall be reviewed by City staff and shall meet City Code.
6. **Purchasing Materials.** RPC shall use reasonable efforts to include in all contracts it executes with its development contractors that, to the extent reasonably practicable, such contractors shall cause purchases related to the project to be delivered to the project sites and shall use the Midwest City, OK project street addresses for such purchases, and that Oklahoma state and Midwest City sales/use taxes, as applicable, shall apply to purchases of construction materials.
7. **Deed restrictions.** Three (3) of the five lots will have deed restrictions requiring developer to sell to income qualified purchasers (524 E. Monroney Dr, 101 E. Kittyhawk Dr., 220 E. Kittyhawk Dr.). After new housing is built, deed restricted properties shall be available for initial purchase to a household whose gross annual household income does not exceed 120% of median income (adjusted for household size) for the Oklahoma City Metropolitan Statistical Area as established by the U.S. Department of Housing and Urban Development (HUD) and certified to by the City of Midwest City Grants Management Department no more than ninety (90) days prior to purchase closing date. Deed restrictions will not continue after the home is sold to the first qualified homeowner. (Exhibit F.)
8. **Permitting and Inspection.** The project will follow normal building permit and inspection processes as required by the City of Midwest City for building projects inside the City’s jurisdiction. The project must comply with all local, state and federal laws and regulations.
9. **Environmental Concerns.** The City is unaware of any environmental concerns as these are infill lots in an established residential area.
10. **Rezoning.** It is anticipated that the Developer will apply for a SPUD zoning (Simplified Planned Unit Development). The remaining three (3) lots will be left as single family residential R-6000.

11. **Financing.** Developer will provide financing for building entire project; exceptions include City's list of action items to prepare the lot for development. (see Exhibit C)
12. **Timeframe.** It is anticipated that the City will do most of the lot prep work prior to the issuance of a building permit, at which time the ownership of the property will be conveyed. Concrete approaches will be poured and trees will be planted after the homes are built. The project must be completed within 24 months of the issuance of a building permit.
13. **Extensions.** Extensions must be requested in writing by the Developer to the Community Development Director and approved by the City Council.
14. **Reporting Requirement.** A formal project status update will be requested by the Community Development Department staff after six months of contract date. However, the Building Inspection staff will stay informed on the status of the project on a monthly basis.
15. **Marketing Plan.** The Developer chooses to market the project through his own means using a realtor of his choice. The City can also market the project along with other projects as part of an effort to promote the revitalization of the Original Mile.
16. **Closing Procedure.** All closing costs will be paid by the Developer.
17. **Purchase Price.** This agreement will serve as documentation of an exchange of services for property for the purposes of redevelopment.
18. **Incentive Program.** As listed in "Build Ready Lots" Exhibit C, the City has offered to provide services to make City owned lots ready for building as an incentive to attract developers. The lots are provided at no cost in addition to services such as tree removal, providing fill dirt for the building pad, laying sod, raising sewer connectors where necessary, providing water meters, and after the home is built, pouring driveway approaches and providing two shade trees per lot.
19. **Performance Bond /Lien.** A performance bond is not required since the City will not own the houses. However a lien will be placed on each property for the value of the lot until the Certificate of Occupancy (CO) is issued by the building inspector indicating finished construction of the house on the lot. A lien release will be issued when the CO is issued.
20. **Risk of Loss.** All risk of loss of, or damage to, or destruction of, the property whether by fire, flood, tornado, high winds or other casualty, or by the exercise of the power of eminent domain, or otherwise shall belong to and be borne by the Developer. If prior to closing, the property or any part thereof shall be so damaged, destroyed, condemned, or under threat of condemnation, the City may declare this Agreement null and void, in which case neither party shall have any further obligations hereunder, other than such obligations as survive in accordance with the terms hereof.
21. **Broker.** The parties represent and warrant to each other that no broker was involved during the course of this transaction. Developer further agrees to indemnify and hold the City harmless regarding any and all claims by any broker as a result of this transaction.
22. **Method of Conveyance.** A Quit Claim Deed will be the method of conveyance of ownership from the City of Midwest City to the Developer. Consideration for the conveyance is set forth in Exhibit D. Project Proposal Summary and in the Deed Restrictions listed in Exhibit F.
23. **Change of Ownership.** Any transfer of ownership of the lots prior to the issuance of a certificate of occupancy must be approved by the City Council.

24. **Default and Remedy.** If no work has been started on the property within two years of the issue date of the building permit, the contract becomes void and the property reverts back to the City, unless the Developer has been granted an extension. If the Developer fails to complete or abandons the Project partially finished without receiving an extension, the property and the improvements revert back to the City's ownership if two years has passed from the issue date of the Building Permit.
25. **Taxes.** The Developer agrees that the property taxes shall not become delinquent.
26. **Adherence to City Codes.** The Developer will be held to the same City codes as all other developers doing work within Midwest City's jurisdiction.
27. **Notice.** All notices, demands and requests which may be given or which are required to be given by either party to the other under this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when either personally delivered to the intended recipient, or three business days after having been sent by certified or registered mail, on the business day after having been deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address specified below:
- For City:* City of Midwest City, Attn: Billy Harless, Community Development Department
100 N Midwest Blvd, Midwest City, OK 73110.
- For Developer:* Real Property Construction LLC, Attn: Jeff Johnson, Owner
1631 N. Broadway Ave, Oklahoma City, OK 73103
28. **Entire Agreement.** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. Any Prior Agreement is superseded and replaced in its entirety by this agreement.
29. **Amendment.** This Agreement may be amended only if submitted to the City by a written instrument executed by the parties to be bound thereby and taken to City Council for Consideration.
30. **Survival.** All of the terms, conditions, covenants, representations, warranties and agreements of this Agreement shall survive and continue in full force and effect and shall be enforceable after the Closing.
31. **Governing Law.** This Agreement shall be governed by the laws of the State of Oklahoma and the laws of the United States pertaining to transactions in Oklahoma. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. The parties agree that pre-suit mediation shall be required before any lawsuit is filed.
32. **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

- 33. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- 34. **Attorney's Fees.** In the event it becomes necessary for any party hereto to file suit to enforce this Agreement or any provision contained herein, each party shall pay their own attorney fees.
- 35. **Acceptance Date of Agreement.** In order to be affective, this contract must be signed and dated by all parties. The terms or date of the contract will mean the last date signed.
- 36. **Exhibits.** All exhibits referenced in this Agreement are incorporated into this Agreement and made a part hereof. Exhibits include:
 - A. Map of properties
 - B. Legal Descriptions
 - C. "Build Ready Lots" Incentive Package
 - D. Project Proposal Summary
 - E. Timeline and Scope of Work
 - F. Project Application
- 37. **Recording.** This agreement is a Public Record. It may be recorded with Oklahoma County, Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed _____, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

 MATHEW D. DUKES II, Mayor

ATTEST:

 SARA HANCOCK, City Clerk

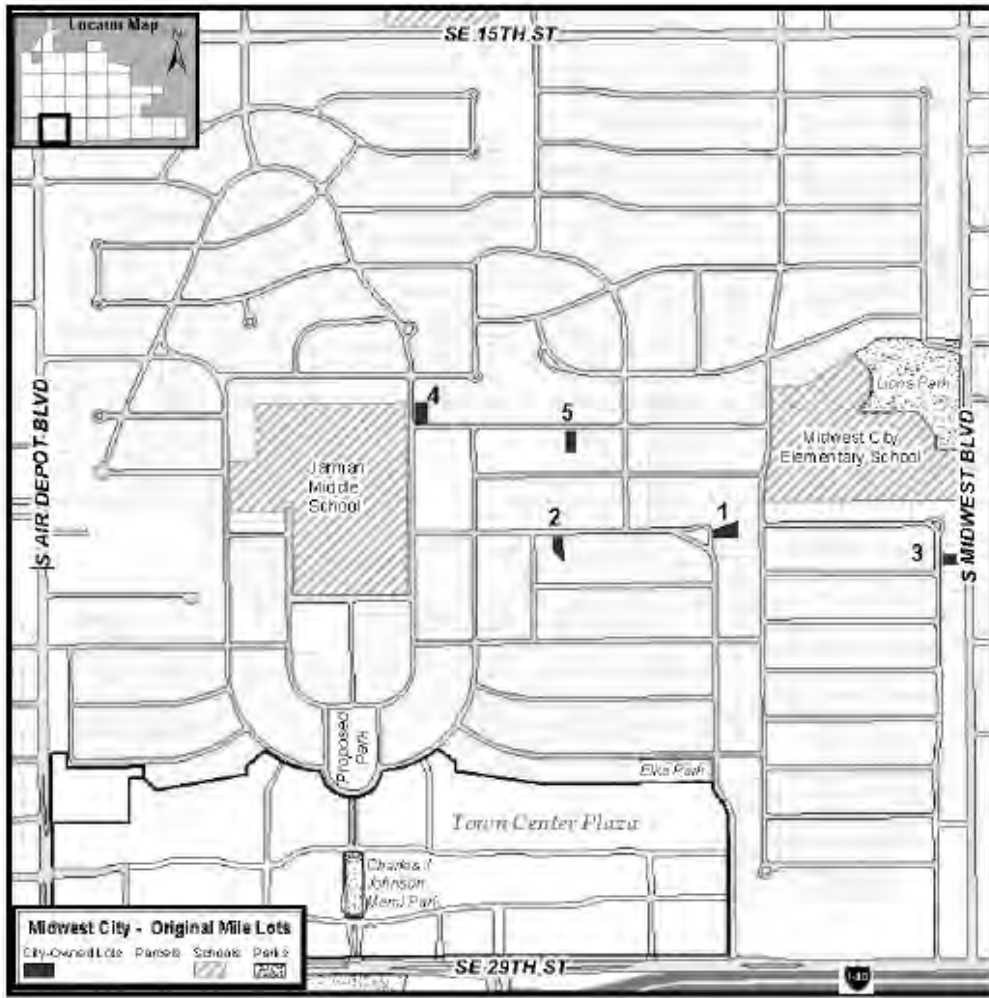
APPROVED as to form and legality this _____ day of _____, 2017.

PHILLIP W. ANDERSON, City Attorney _____

JEFF JOHNSON, Developer Real Property Construction _____ Date: _____

Exhibit A. Lot Address Map

Map of Original Mile lots



Lot Information: (See attachments for specific lot details such as dimensions, setbacks, etc.)

	Address	Lot Size	Features	Buyer Income Restrictions
1.	518 N Marshall Drive	8773 square feet	pie shaped	none
2.	302 E. Harmon Drive	5611 square feet	partial pie shaped	none
3.	524 E. Monroney Drive	5950 square feet	rectangle shaped	Up to 120% of median income of OKC MSA
4.	101 E Kittyhawk Drive	7140 square feet	corner lot	Up to 120% of median income of OKC MSA
5.	220 E. Kittyhawk Drive	5612 square feet	rectangle shaped	Up to 120% of median income of OKC MSA

(Exhibit B.) Legal Descriptions

	Street address	Legal Description
1	518 N Marshall Dr.	Atkinson Heights 1 st Addition, Block 001, Lot 027
2	302 E Harmon Dr.	Atkinson Heights 1 s Addition, Block 003, Lot 016
3	524 E Monroney Dr.	Park Re-plat Sub Addition, Block 001, Lot 018
4	101 E Kittyhawk Dr.	Speckman Heights Addition, Block 21, Lot 015
5	220 E. Kittyhawk Dr.	Pine Addition, Block 005, Lot 006

(Exhibit C.) “Build Ready Lots” Incentive Package

What the City can offer in exchange for lot development:

In order to facilitate the development of these lots, the City is prepared to offer services in partnership with local developers. The City recognizes a gap between the current housing market yield and the cost of building a new home on an infill lot. It will take a certain amount of site preparation in order to create what might be thought of as a build-ready site. After gathering input from local developers, City staff has prepared the following list of services that can be offered to reduce the cost of site development in addition to offering the lot at no cost.

In addition to the lot and the services listed below the City of Midwest City may provide a subsidy to help off-set the cost of development of the lots. Please see the chart below for services that will reduce the cost of development.

Build-Ready City Lots										
	Address	Lot Value	Remove Trees	Replace Drive Approach 10 x 10	Lay Sod Erosion Control	Fill Dirt	Sewer Improvements & Conn	Water Meter Install Conn	2 Shade Trees per lot	TOTAL Services + lot
1	518 N Marshall	\$8050	\$8,000	\$ 780	\$1,800	\$850	0	\$900	200.00	\$20,580
2	302 E Harmon	\$8050	\$4,000	\$ 795	\$1,800	\$850	\$1500	\$900	200.00	\$18,095
3	524 Monroney	\$8050	\$5,000	\$ 980	\$1,000	\$850	\$1500	\$900	200.00	\$18,480
4	101 E Kittyhawk	\$8050	\$6,000	\$1610	\$1,000	\$850	0	\$900	200.00	\$18,610
5	220 E Kittyhawk	\$8050	\$2,500	\$ 810	\$1,500	\$850	0	\$900	200.00	\$ 14,810
	Total Per Item	\$40,250	\$25,500	\$ 4,975	\$ 7,100	\$4250	\$3,000	\$4,500	\$1,000.00	\$90,575
*	Replace Drive Approach	Drive approach will be 10 X 10 for single car drive, except on corner of Lockheed and Kittyhawk which would be a 10 x 20 and is the only lot with space for a double drive. Developer will have to provide funding for the rest of the driveway.								
*	Fill Dirt	Estimate to have 60 yards of select fill delivered for each lot								
*	Lot Price	Lots in the Original Mile are valued at an average of \$9000 on the County Assessor's site. Market value has been based on an average sales price of lot sales over the past five years. (very few sales of lots have transpired. \$8050 is an average of the last 10 lots sold)								
*	Water Meter	The water meter is the largest part of building permit at \$800.00. Infill lots are not charged for water meters because there has been previous service. Connection vouchers could be provided for sewer and water connections.								
*	Trees	Tree prices were based on recent City replacement tree purchases.								
*	Average Build-Ready Lot Value	(average value of lot + additional services) \$10,065.00 + \$8050 = \$18,115 5 lots X \$18,115 = \$90,575.00 Value								

(Exhibit D.) Project Proposal Summary - from RPC's Proposal to Selection Committee and Original Mile Reinvestment Committee

Chart Illustrating RPC's Proposal

	Existing Lots	Option A			Option B		
		Build	Rezone	Replat	Build	Rezone	Replat
1	518 N. Marshall	1 house	no	no	1 house	no	no
2	302 E. Harmon	1 house	no	no	1 house	no	no
3	524 E. Monroney	2 houses*	SPUD	Split lots	1 house	no	no
4	101 E. Kittyhawk	2 houses*	SPUD	Split lots	1 house	no	no
5	220 E. Kittyhawk	1 house	no	no	1 house	no	no
	Total Houses	7 houses			5 houses		
	Total Lots	*Shared drive easement	7 lots				5 lots
	Option Details	Preferred proposal, must be approved by P&Z, City Council.			If Option A is not approved by P&Z or City Council.		

Modifications: Plans will be purchased from Architectural Designs. Some modifications will be made to adapt to meet needs of Original Mile Infill Project. Website: www.architecturaldesigns.com

- Would prefer all homes be partially ADA accessible and compatible to meet the needs of older adults as they age with wider door frames and at least one roll in shower.
- Would prefer that homes be as energy efficient as possible.
- Would prefer that garages have room for some storage and entry/exit of vehicle so if they are single car garages, they would be wider than a typical single car garage.
- Would prefer that all of the front porches be wider and longer than what is shown.

Proposed Plans:

Lot 1. 3 Bed Modern with Open Floor Plan (Plan 80808PM). RPC will build a home similar to their accepted proposal listed above (minus the basement). It will have a modern façade (brick and stone with large windows), be about 1190 sq ft, 2 story, single car garage, 3 beds, 1 ½ bath.

Lot 2. Contemporary Styling (Plan 90266PD). RPC will build a single story home similar to the one in their accepted proposal listed above (minus the basement), about 1288 sq ft, 3 bedrooms, 1 bath.

Lot 3. Two-Story Northwest House Plan (Plan 80887PM). RPC will build two homes similar to their accepted proposal listed above (plus garages), about 1360 sq ft, 2 story, 3 beds, 2 baths, single car garage, plus extra parking spaces.

Lot 4. Modern Duplex Style (Plan 67715MG). RPC will build two homes similar to their accepted proposal listed above (plus garages and extra parking). This plan will need to be modified more than the others. The houses may be oriented toward Lockheed instead of Kittyhawk. This plan was originally for a duplex so it says 2212 sq ft, but it may be more like 1350 sq ft, 2 story, 3 bedrooms and 2 baths.

Lot 5. Open Concept Modern House Plan (Plan 80830PM). RPC will build a home similar to their accepted proposal listed above, about 1581 sq ft, 3 beds, 2 baths, 2 story, 1 car garage.

(Exhibit E.) Timeline & Scope of Work

TIMELINE FOR INFILL HOUSING PROJECT

	Action	Developer Role	City Role	Estimated Time
I.	Immediately after contract is signed			3 months
1	Prepare “build ready” lots <ul style="list-style-type: none"> Remove trees in fence line and other scrub Prep lot by grading, etc. Drop off fill dirt Raise sewer connections 		Public works	60 days
2	Prepare Site Plans	Developer		60 days
3	Re-zone & Re-Plat <ul style="list-style-type: none"> Pre-application meeting Planning Commission approval City Council approval 	Developer	Planning Staff P&Z, Council	60 days
4	Apply for building permits & waiting period for rezoning	Developer	Planning Staff	30 days
II.	Upon issuance of building permit			2 years
5	Issuance of building permit <ul style="list-style-type: none"> Property is conveyed Clock starts ticking on project (has 2 years from date of permit) 		Com Dev Comp Staff & Grant Staff & City Attorney	
6	Construction must begin within 6 months of building permit date	Developer		2 years
7	Inspections		Building Inspection Staff	2 years
III.	Certificate of Occupancy (After houses are built)			immediately
8	Pour drive approaches and plant trees		Public Works	30 days
9	Promote project	Developer	MWC Marketing	ongoing
10	List properties with realtor (all five homes)	Developer		At least 30 days after C/O issued
11	Sell properties	Developer		1 year
12	Developer may to ask for down payment assistance from City to incentivize buyers if property does not sell in 9 months	Developer	Com Dev & Grant Staff	9 months

(Exhibit F.) Liens and Deed Restrictions Placed on Properties

1. A **lien** will be placed on each property for the value of the lot as listed in Exhibit C. until the Certificate of Occupancy (CO) is issued by the building inspector indicating finished construction of the house on the lot. A lien release will be issued to the Developer when the CO is issued.
2. Three (3) of the five lots will have **deed restrictions** requiring developer to sell to income qualified purchasers. After new housing is built, deed restricted properties shall be available for initial purchase to a household whose gross annual household income does not exceed 120% of median income (adjusted for household size) for the Oklahoma City Metropolitan Statistical Area as established by the U.S. Department of Housing and Urban Development (HUD) and certified to by the City of Midwest City Grants Management Department no more than ninety (90) days prior to purchase closing date. Deed restrictions will not continue after the home is sold to the first qualified homeowner or after one year from issuance of Certificate of Occupancy if the house is not able to sell in a timely manner.

(Exhibit G.) Project Application (response to RFP & Interviews)

Original Mile

Request for Proposal

Infill Housing Project

Midwest City, OK

Infill Lot Development Application

Part I. Developer Information

1. **Project Location or Project Title:** Original Mile Infill Lot Project located in Midwest City, Oklahoma.
Addresses listed below:
 1. 101 E. Kittyhawk
 2. 220 E. Kittyhawk
 3. 518 N. Marshall
 4. 524 Monronev
 5. 302 E. Harmon

2. **Project Vision:** The Original Mile Infill Lot Project is meant to spark interest in redevelopment in the Original Mile Neighborhood. As a potential partner with the City of Midwest City, the applicant should understand that these lots are a small piece of a larger vision for the neighborhood. The City has invested many hours of staff time and public dollars in this project area in order to preserve and re-imagine the original square mile area of Midwest City. The Original Mile Redevelopment Plan offers further insight into that vision. It can be found on our City website. The applicant's goals as developer should support the goals identified in the Original Mile Redevelopment Plan. It is anticipated that one developer will build new quality houses on all five lots.

3. **Developer Information:**
Applicant's Name & Title: JEFF JOHNSON, OWNER

Company Phone: 405-702-1748 Cell Phone: 405-641-4431


Development Company Name: REAL PROPERTY CONSTRUCTION LLC

Business Address: 11213 N. BROADWAY AVE OKLAHOMA CITY OK 73103

Email: jeff@RPCOKC.COM

4. **Developer Status:** (Check one) corporation partnership non-profit joint venture limited liability company other

5. **Certification:** I, JEFF JOHNSON certify that the above statements and information on this application are true to the best of my knowledge.


(Developer's signature)

ORIGINAL MILE INFILL HOUSING PROJECT
MIDWEST CITY, OKLAHOMA

Part II. Redevelopment Proposal

Please describe your project proposal including architectural style, lot design and any special features that might distinguish your proposal. (Attach project description to this page)

Part III. Consent to Obtain Credit Report and to Obtain a Background Check

I hereby authorize and instruct the City of Midwest City to obtain and review a business credit report from a qualified reporting agency chosen by the City and to obtain and review my criminal background information. I understand that the City intends to use this information solely for the purpose of evaluating my credit worthiness and qualifications to contract. (This information will be marked confidential and will not be released to the public as provided for by the *Open Records Act and Confidentiality Requirements*. You may be contacted for more information if needed.)

Legal Name JEFFREY D. JOHNSON

Date of Birth 12-9-67

Address 1613 N. BROADWAY AVE

City, State, Zip Code OKLAHOMA CITY OK 73103

Signature  Date 1-26-2017

Part IV. Evidence of Financial Backing

Please provide a letter of credit or support from your lender or list other financial resource. Include applicable pro forma information.

Jobs Performed by Real Property Construction

Residential

1017 N. Blackwelder	Multifamily	Oklahoma City
10408 Berrywood	Single Family	Oakdale Valley
6501 NE 103 rd	Single Family	Oakdale Valley
6509 NE 103 rd	Single Family	Oakdale Valley
1821 Gatewood	Duplex Remodel	Plaza District
109 NW 20 th	Single Family Remodel	Heritage Hills

Commercial

1625 Midtown Pl.	Dentist Office	Midtown Office Park Midwest City
1624 Midtown Pl.	Orthopedics Medical Office	Midtown Office Park Midwest City

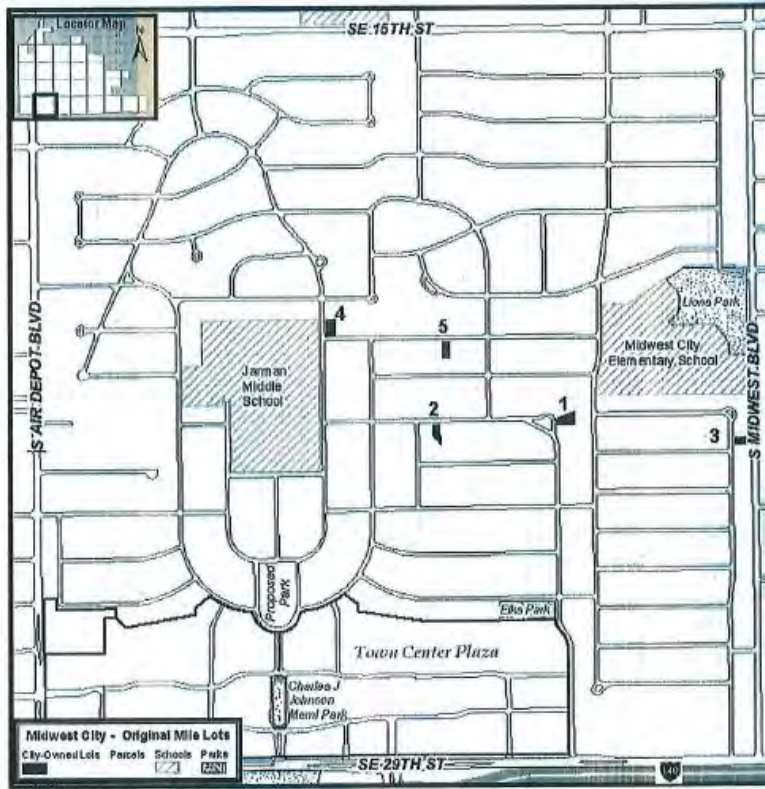
Development

68 th and Westminster	The Lakes at Westminster	Oklahoma City
29 th and Hiwassee	Ashton Cove	Oklahoma City
15 th and Douglas	Midtown Office Park	Midwest City

Summary of Proposal:

RPC is proposing to build 3 single family homes on three of the lots and 4 single family homes on the remaining two lots that will be split into smaller parcels.

Lot #	Address	Proposed Concept	Stories
1	518 N. Marshall Drive	1 single family home	2
2	302 E Harmon	1 single family home	1
3	524 Monroney	2 single family homes on two lots (splitting lot)	2 (both)
4	101 Kittyhawk	2 single family homes on two lots (splitting lot)	2 (both)
5	220 Kittyhawk	1 single family home	1



My proposal is to include the Build Ready lot item offered in the RFP by the City of Midwest City.

Financing is in place with Banc First, they will provide 18 month construction loans for the projects to be done on the 5 lots. 12 month construction loan with 6 months IO for marketing.

Real Property Construction would welcome any other sources of financing that feel compelled to participate in the revitalization of the Original Mile.

What the City can offer in exchange for lot development:

In order to facilitate the development of these lots, the City is prepared to offer services in partnership with local developers. The City recognizes a gap between the current housing market yield and the cost of building a new home on an infill lot. It will take a certain amount of site preparation in order to create what might be thought of as a build-ready site. After gathering input from local developers, City staff has prepared the following list of services that can be offered to reduce the cost of site development in addition to offering the lot at no cost:

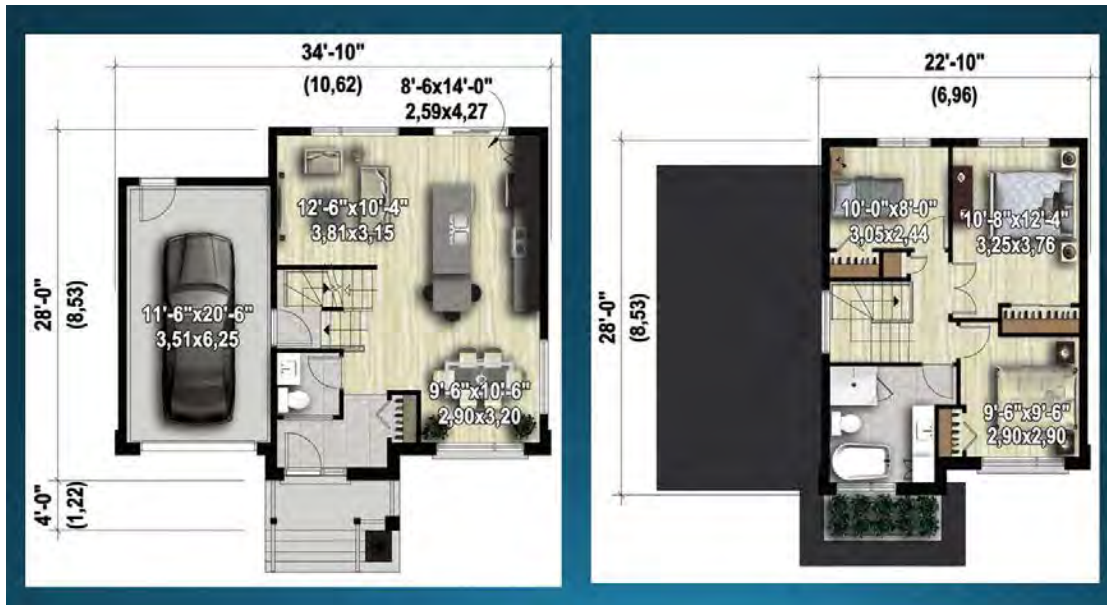
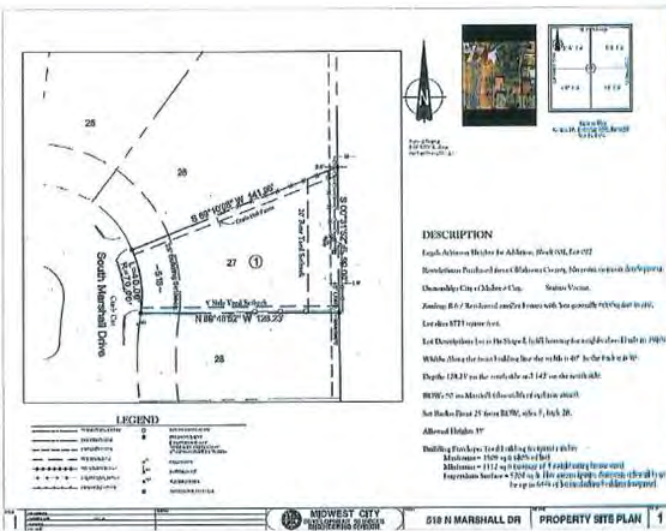
In addition to the lot and the services listed below the City of Midwest City may provide a subsidy to help off-set the cost of development of the lots. Please see the chart below for services that will reduce the cost of development.

Build-Ready City Lots									
Address	Lot Value	Remove Trees	Replace Drive Approach 10 x 10	Lay Sod Erosion Control	Fill Dirt	Sewer Improvements & Conx	Water Meter Install	2 Shade Trees per lot	TOTAL Services + lot
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3 524 Monrovy	\$8050	\$5,000	\$ 980	\$1,000	\$850	\$1500	\$900	200.00	\$18,480
4 101 E Kittyhawk	\$8050	\$6,000	\$1610	\$1,000	\$850	0	\$900	200.00	\$18,610
5 220 E Kittyhawk	\$8050	\$2,500	\$ 810	\$1,500	\$850	0	\$900	200.00	\$ 14,810
Total Per Item	\$40,250	\$25,500	\$ 4,975	\$ 7,100	\$4250	\$3,000	\$4,500	\$1,000.00	\$90,575
* Replace Drive Approach	Drive approach will be 10 X 10 for single car drive, except on corner of Lockreed and Kittyhawk which would be a 10 x 20 and is the only lot with space for a double drive. Developer will have to provide funding for the rest of the driveway.								
* Fill Dirt	Estimate to have 60 yards of select fill delivered for each lot								
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* Water Meter	The water meter is the largest part of building permit at \$900.00. Infill lots are not charged for water meters because there has been previous service. Connection vouchers could be provided for sewer and water connections.								
* Trees	Tree prices were based on recent City replantment tree purchases.								
* Average Build-Ready Lot Value	(average value of lot + additional services) \$10,065.00 + \$8050 = \$18,115 \$ lots X \$18,115 = \$90,575.00 Value								

Lot 1 – 518 N. Marshall Drive

Proposing 1 single family home on lot:

- Modern façade (brick and stone with large windows)
- 1190 sq feet
- 2 story
- Single car garage
- 3 beds, 1 full bath, 1 half bath



3 Bed Modern with Open Floor Plan

Plan 80808PM

1,190 HEATED S.F. 3 BEDS 2 BATHS 2 FLOORS 1 CAR GARAGE

About This Plan

- This 3 bedroom house plan has a modern exterior with a stone facade and large windows punctuating the two main planes. A sheltered and raised entrance greets you to the home.
- A closet is just in side the door to help reduce clutter. Step in further and you'll love the open floor plan.
- The kitchen is the hub of the home with a large island for the chef and a table extension for friends and family.
- Sliding doors in back take you outside.
- The upstairs has 3 beds and a well-designed shared bath. Stairs in the house go to the unfinished basement giving your room for storage or future expansion.

Plan Details

Total Heated Area

Total Heated Area:	1,190 sq. ft.
1st Floor:	695 sq. ft.
2nd Floor:	595 sq. ft.

Beds/Baths

Bedrooms:	3
Full Bathrooms:	1
Half Bathrooms:	1

Dimensions

Width:	34' 10"
Depth:	26' 0"
Max Ridge Height:	28' 0"

Garage

Type:	Attached
Details:	1 car
	264 sq. ft.

Foundation Type

Standard Foundations:	Basement
-----------------------	----------

Exterior Walls

Standard Type(s):	2x8
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Ceiling Heights

Floor / Height:	First Floor / 8' 0"
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Roof

Primary Pitch:	6 On 12
Secondary Pitch:	6 On 12
Framing Type:	Truss

Architectural Style

Modern Northwest

Special Features

2nd Floor Master Suite CAD Available PDF

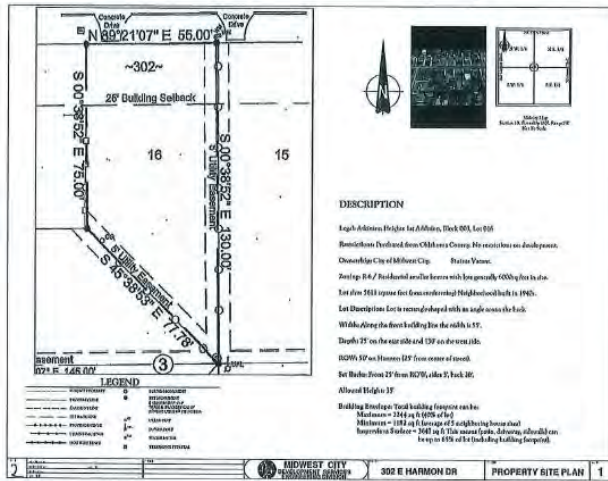
Plan Collections

Canadian Metric

Lot 2 – 302 E Harmon

Proposing Single Family Home on one lot

- 1 story
- 1288 sq ft
- Single car garage
- 3 bedrooms / 1 bath
- (will not have a basement like example shows)



Contemporary Styling Plan 90266PD

1,268 HEATED S.F. 3 BEDS 1 BATHS 1 FLOOR 1 CAR GARAGE

About This Plan

- Clean, straight lines and big transom windows give this Contemporary house plan a wonderful style.
- A sunken foyer leads up two steps into the main living area that is all open concept.
- A huge kitchen island seats 6 people when you want to entertain.
- Sliding glass doors take you out to a covered balcony.
- The master suite faces front and the two secondary bedrooms are in back.
- All the bedrooms share the large bathroom with its big soaking tub.
- Add the optional one car garage and you gain a second staircase down to the basement.

Floor Plan
Main Level

Plan Details

Total Heated Area

Total Heated Area: 1,268 sq. ft.
 1st Floor: 1,268 sq. ft.

Beds/Baths

Bedrooms: 3
 Full Bathrooms: 1

Dimensions

Width: 34' 0"
 Depth: 43' 0"

Garage

Type: Attached
 Details: 1 cars
 264 sq. ft.

Foundation Type

Standard Foundations: Basement

Exterior Walls

Standard Type(s): 2x6

Roof

Architectural Style

Contemporary Modern

Special Features

1st Floor Master Suite CAD Available PDF

Plan Collections

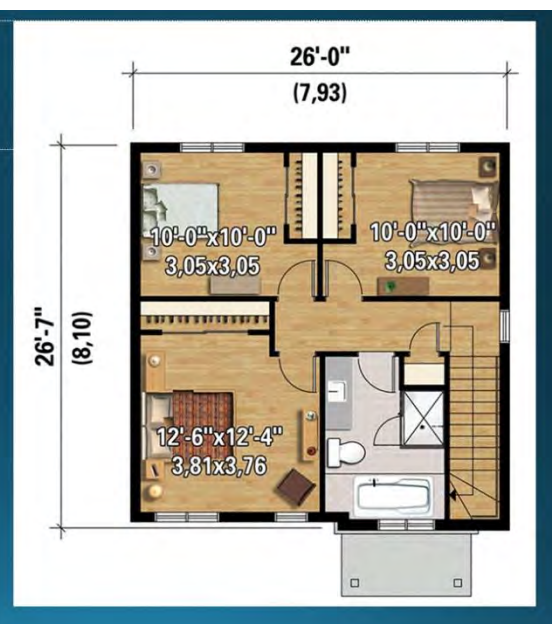
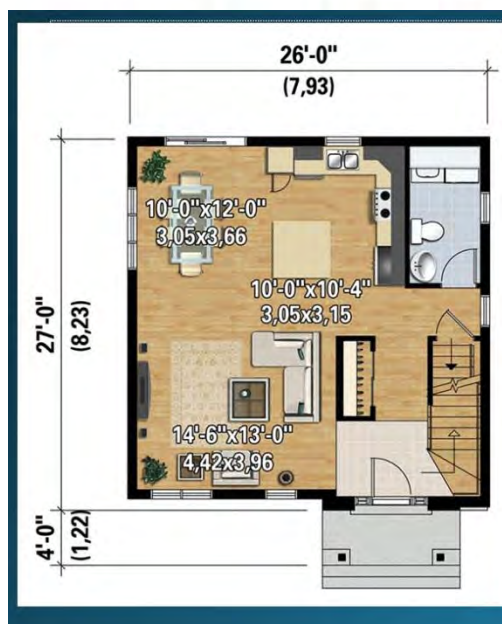
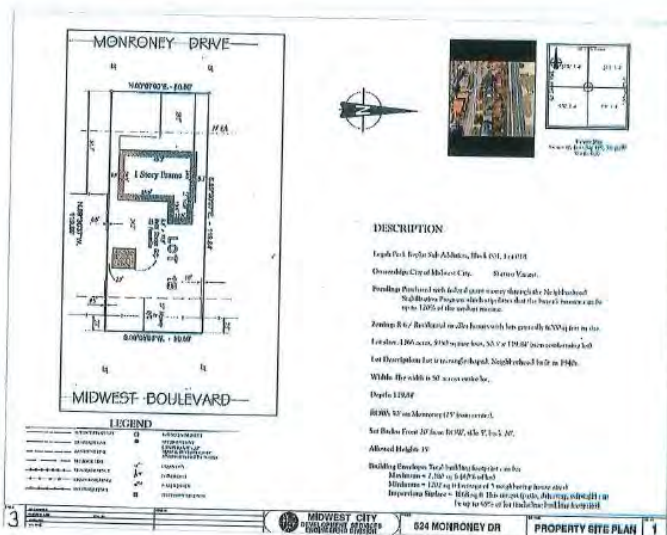
Canadian Metric

Lot 3 – 524 Monroney

Proposing splitting lot, building 2 houses on 2 small lots. Each home would have its own legal and could be sold separately. An HOA agreement would be in place to maintain grounds.

Home 1 & 2

- 2 story
- Roughly 1360 sq ft each
- 3 beds, 2 baths
- Single car garage and extra parking space



Plan Details

Total Heated Area

Total Heated Area:	1,365 sq. ft.
1st Floor:	883 sq. ft.
2nd Floor:	883 sq. ft.

Beds/Baths

Bedrooms:	3
Full Bathrooms:	1
Half Bathrooms:	1

Dimensions

Width:	26' 0"
Depth:	27' 0"
Max Ridge Height:	27' 0"

Exterior Walls

Standard Type(s):	2x4
-------------------	-----

Ceiling Heights

Floor / Height:	First Floor / 9' 0"
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Architectural Style

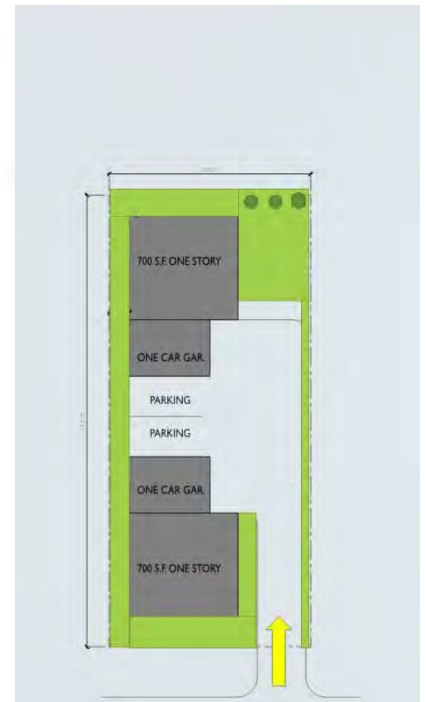
Modern Northwest

Special Features

2nd Floor Master Suite CAD Available PDF

Plan Collections

Photo Gallery

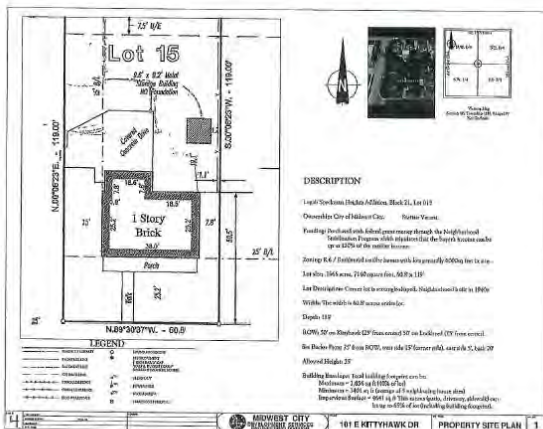


Lot 4 – 101 Kittyhawk (same as lot 3)

Proposing splitting lot, building 2 houses on 2 small lots. Each home would have its own legal and could be sold separately. An HOA agreement would be in place to maintain grounds.

Home 1 & 2

- 2 story
- Roughly 1350 sq ft each
- 3 beds, 2 baths
- Single car garage and extra parking space

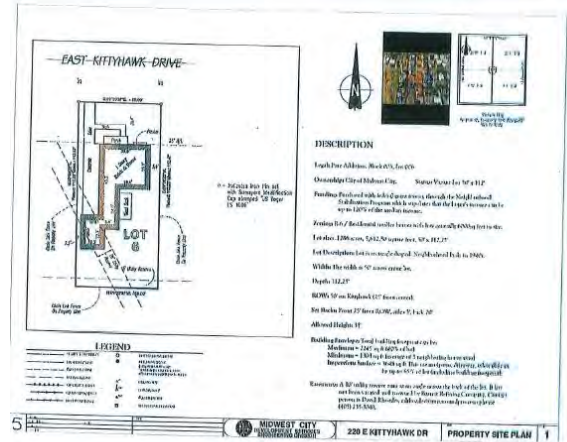




Lot 5 – 220 Kittyhawk

Proposing 1 single family home on lot:

- Modern façade (brick and stone with large windows)
- 1,182 sq feet
- 2 story
- Single car garage
- 3 beds, 1 full bath & ½ bath



Plan Details

Total Heated Area		Roof	
Total Heated Area:	1,182 sq. ft.	Architectural Style	
First Floor:	1,182 sq. ft.	Modern	
Beds/Baths		Special Features	
Bedrooms:	3	1st Floor Master Suite CAD Available PDF	
Full Bathrooms:	1	Plan Collections	
Dimensions		Canadian Metric	
Width:	38' 5"		
Depth:	36' 0"		
Max Ridge Height:	22' 11"		
Exterior Walls			
Standard Type(s):	2x6		

Open Concept Modern House Plan

Plan 80830PM

1,581 HEATED S.F. 3 BEDS 2 BATHS 2 FLOORS 1 CAR GARAGE

About This Plan

- The use of mixed materials on the outside of this Modern house plan adds pizzazz.
- A separate entry foyer ushers you into the open concept main living area, where there's an easy flow from room to room.
- The garage, half bath and powder room are on a lower level, four steps below the first floor.
- All three bedrooms are on the second floor where an open rail balcony lets you see down into the living room below.

Floor Plan

Main Level





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 Council

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

Date: October 24th, 2017

Subject: Discussion and consideration of entering into and approving a Master Services Agreement for Professional Engineering Services with Garver and Associates at following negotiated hourly rates.

The accompanying proposed agreement is for professional engineering services related to the City's water distribution network. Garver and Associates will assist staff, at an hourly rate, with the ongoing oversight of the network and assist with permits and engineering submittals when needed.

Staff recommends entering into the agreement.

Patrick Menefee, P.E.
City Engineer

Attachment



MASTER AGREEMENT FOR PROFESSIONAL SERVICES
City of Midwest City
Midwest City, Oklahoma
Project No. 17078430

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **CITY OF MIDWEST CITY** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

Garver will provide professional services related to the Owner's:

Municipal infrastructure system consisting of water distribution, water storage facilities, water treatment, SCADA support, storm drainage, wastewater collection, wastewater treatment, streets and roadways, traffic control devices, parks, landscaping, streetscaping, buildings, and various other municipal infrastructure as directed by Owner.

GARVER will provide engineering, planning, surveying, and program management related to infrastructure improvements.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services as defined in Section 2 below. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER's scope of services under this Agreement includes two categories of tasks:

- General support tasks
- Significant tasks which require a separate Work Order

GARVER will perform general support tasks as requested by the Owner when mutually agreed upon that a separate "Work Order" agreement is not required. These tasks are anticipated to be small assignments that will be compensated as defined in Section 3 – Payment below. The directives associated with these assignments shall be conveyed from the Owner to GARVER through email or other form of written correspondence.

For significant tasks that are not included in the general support category as described above, GARVER will perform professional services for each specific project as requested by the Owner and will be in accordance with and governed by a subsequent "Work Order" agreement. The scope of services, schedule, and fee rendered to GARVER of each work assignment will be defined in each Work Order and the general terms contained in this Master Agreement, including all appendices, exhibits, and amendments shall apply.



SECTION 3 - PAYMENT

3.1 General Support Tasks

For the general support tasks (except for any geotechnical services) the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on June 30, 2018.

For general support tasks, expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. \$200 per month for each month computer design/modeling software is utilized.
5. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.
6. \$20.00 per hour for GPS survey equipment use.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For General Support Tasks exceeding the fee amount shown above, but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the service, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

3.2 Significant Tasks (Work Orders)

For Significant Tasks, which require separate work orders, the work associated with each task will be defined and agreed upon by the Owner and GARVER in a written Work Order. The Owner will pay GARVER on a lump sum basis for executed Work Orders. Each Work Order will include a budget amount agreed to by both the Owner and GARVER. The budget amount agreed to for each executed Work Order is in addition to any amount paid for General Support Tasks as described in Section 3.1 above. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the Work Order accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 30, 2018.



Additional Services (Extra Work). For work not described or included in the Work Orders, but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about June 30, 2018.

3.3 General Payment Terms

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. If required for a particular work order, furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.



10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. If required for a particular work order, furnishing GARVER a current geotechnical report for the proposed site of construction. GARVER will coordinate with the geotechnical consultant, the Owner has contracted with, on the Owner's behalf for the information that is needed for this project.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

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

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

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

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.



The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not, unless defined within a Work Order, provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

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

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

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



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

5.7 Design without Construction Phase Services

Unless otherwise stipulated in Work Orders, it is understood and agreed that GARVER's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner. The Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER to collectible proceeds of insurance under Section 5.4 of this agreement.

5.8.1 Hazardous Materials

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

5.9 Mediation

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



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

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

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

5.10 Litigation Assistance

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

SECTION 6 - CONTROL OF SERVICES

This is an Oklahoma Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Oklahoma.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.



SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
8.1.1 Appendix A – Hourly Rate Schedule

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

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

CITY OF MIDWEST CITY

GARVER, LLC

By: _____
Signature

By: 
Signature

Name: _____
Printed Name

Name: Michael J. Graves
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: October 17, 2017

Attest: _____

Attest: 
Mary E. Mack



APPENDIX A
City of Midwest City Master Services Agreement
Garver Hourly Rate Schedule (effective until June 30, 2018)

Classification	Rates
Engineers / Architects	
E-1.....	\$ 103.00
E-2.....	\$ 119.00
E-3.....	\$ 144.00
E-4.....	\$ 168.00
E-5.....	\$ 205.00
E-6.....	\$ 256.00
E-7.....	\$ 337.00
Planners / Environmental Specialist	
P-1.....	\$ 124.00
P-2.....	\$ 155.00
P-3.....	\$ 193.00
P-4.....	\$ 219.00
P-5.....	\$ 253.00
P-6.....	\$ 289.00
P-7.....	\$ 345.00
Designers	
D-1.....	\$ 96.00
D-2.....	\$ 113.00
D-3.....	\$ 134.00
D-4.....	\$ 155.00
Technicians	
T-1.....	\$ 75.00
T-2.....	\$ 95.00
T-3.....	\$ 116.00
Surveyors	
S-1.....	\$ 46.00
S-2.....	\$ 61.00
S-3.....	\$ 82.00
S-4.....	\$ 117.00
S-5.....	\$ 155.00
S-6.....	\$ 176.00
2-Man Crew (Survey).....	\$ 188.00
3-Man Crew (Survey).....	\$ 233.00
2-Man Crew (GPS Survey).....	\$ 208.00
3-Man Crew (GPS Survey).....	\$ 254.00
Construction Observation	
C-1.....	\$ 91.00
C-2.....	\$ 116.00
C-3.....	\$ 142.00
C-4.....	\$ 175.00
Management/Administration	
M-1.....	\$ 337.00
X-1.....	\$ 60.00
X-2.....	\$ 81.00
X-3.....	\$ 112.00
X-4.....	\$ 142.00
X-5.....	\$ 174.00
X-6.....	\$ 219.00



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
Christine Allison, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: October 24th, 2017

Subject: Discussion and consideration of entering into and approving a second amendment to the Agreement for Professional Engineering Services with Garver, LLC in the amount of \$43,800 for the preparation of engineered construction plans for the relocation of the City's existing waterlines located at Sooner Road and Interstate 40.

The accompanying proposed amendment to the agreement is for additional engineering services needed to design engineered construction plans and provide onsite inspection for the relocation of the City's existing waterlines located at Sooner Road and Interstate 40. Additional design work became necessary as more project information became available. The work is necessary for the upcoming State Project, J/P 28854(06), ODOT's project reconstructing the I-40 overpass at Sooner Road. The existing water mains will be in conflict with the proposed longer bridge span and the reconstructed on/off ramps serving the intersection. The water lines will be relocated to the east to avoid the project.

Note that the fees for this design are 100% reimbursable to the City from ODOT. When the design is complete, ODOT refunds the City the cost of the plans.

Staff recommends entering into the agreement.

Patrick Menefee, P.E.
City Engineer



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
City of Midwest City
Midwest City, Oklahoma
Project No. 16078590

CONTRACT AMENDMENT NO. 2

This Contract Amendment No. 2, effective on the date last written below, shall amend the amended contract between the City of Midwest City (Owner) and GARVER, LLC (GARVER), originally dated December 13, 2016 and amended on March 28, 2017 referred to in the following paragraphs as the amended contract.

This Contract Amendment No.2 adds professional services for the:

Modifications to the scope of work in relation to the relocation of the existing waterline at Sooner Road and I-40, J/P 28854(06).

The amended contract is hereby modified as follows:

SECTION 2 – SCOPE OF SERVICES

The Oklahoma Department of Transportation (ODOT) modified the scope of work at the northeast corner of the intersection of Sooner Road and I-40 by adding a proposed drainage structure in the location of the existing 12 inch ductile iron water main. GARVER will revise the waterline relocation plans, drawings, cost estimate, and bid package to accommodate this modified scope by adding the relocation of approximately 200 linear feet of 12 inch ductile iron water main, fire hydrant and gate valve.

Additional Preliminary Design

The preliminary design phase will represent 60 percent of final construction plans. Garver will conduct a preliminary field review meeting with the Owner, making any needed plan changes as a result of the meeting and/or special easement acquisition considerations. Garver will not begin final design until the preliminary design is approved by the Owner in writing.

Additional Final Design

During the final design phase of the project, Garver will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details, estimated quantities, special provisions, and opinion of probable construction cost. Garver will meet with the Owner, make necessary plan changes, and prepare the construction documents as required to advertise for bids.

Garver will furnish two (2) sets of final design plans including engineering report and hydraulic analysis to Oklahoma Department of Environmental Quality (ODEQ) for permitting. Permit fees will be paid by Owner.



Additional Construction Phase Services

To accommodate the additional scope of work, thirty (30) calendar days have been added to the 60 calendar day construction schedule for an amended 90 calendar day construction schedule. The additional construction phase services will include the following:

1. Attend one (1) additional construction coordination meeting with the Owner/Contractor for a total of three (3) construction coordination meetings.
2. Review one (1) additional Contractor's progress payment request for a total of three (3) Contractor's progress payment requests.
3. Provide an additional 30 days of full-time construction observation services for a total of 90 days of full-time construction observation services for the 90-calendar-day construction contract performance time.

Schedule for Additional Services

Garver shall begin work under this amendment within ten (10) days of a Notice to Proceed. Discounting unforeseen conditions and circumstances beyond Garver's control, and the time associated with Client and Client review, Garver shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Additional Preliminary Design	30 days from start date
Additional Final Design	30 days from receipt of preliminary plan comments

SECTION 3 - PAYMENT

For the additional work described under SECTION 2 - SCOPE OF SERVICES above, the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER. The table below presents a summary of the additional not-to-exceed fee amount for this amendment.

MODIFIED WORK DESCRIPTION	FEE AMOUNT
Additional Preliminary Design Services	\$ 7,300
Additional Final Design Services	\$ 9,000
Additional Construction Phase Services	\$ 7,600
Additional Construction Observation	\$ 19,900
TOTAL FEE MODIFICATION	\$ 43,800

For the additional work described above the Owner will pay GARVER for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this amendment is estimated to be **\$43,800 with a total amended contract amount of \$149,400**. A breakdown of GARVER's current hourly rates for each employee classification is included in Appendix B. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 30, 2019. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.



SECTION 8 – APPENDICES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 8.1.1 Appendix B– Garver Fee Rate Schedule

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

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

City of Midwest City

GARVER, LLC

By: _____
Signature

By:  _____
Signature

Name: _____
Printed Name

Name: Michael J. Graves
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: _____

Attest: _____

Attest:  _____



APPENDIX B

**2017 Garver Hourly Rate Schedule
Rates not valid after June 30, 2019**

Classification	Rates
Engineers / Architects	
Project Engineer (E-1).....	\$ 103.00
Project Engineer or Project Manager (E-2).....	\$ 119.00
Project Manager (E-3).....	\$ 144.00
Project Manager (E-4).....	\$ 168.00
Project Manager or Senior Project Manager (E-5).....	\$ 205.00
Senior Project Manager (E-6).....	\$ 256.00
Senior Project Manager (E-7).....	\$ 337.00
Planners / Environmental Specialist	
Planner or Environmental Scientist/Specialist (P-1).....	\$ 124.00
Senior Planner or Senior Environmental Scientist/Specialist (P-2).....	\$ 155.00
Senior Planner or Environmental Manager (P-3).....	\$ 193.00
Senior Planner or Environmental Manager (P-4).....	\$ 219.00
Senior Planner or Environmental Manager (P-5).....	\$ 253.00
Senior Planner or Environmental Manager (P-6).....	\$ 289.00
Designers	
Designer (D-1).....	\$ 96.00
Designer (D-2).....	\$ 113.00
Senior Designer (D-3).....	\$ 134.00
Senior Designer (D-4).....	\$ 155.00
Technicians	
Technician (T-1).....	\$ 75.00
Senior Technician (T-2).....	\$ 95.00
Senior Technician (T-3).....	\$ 116.00
Surveyors	
Rodman (S-1).....	\$ 46.00
Instrument Man (S-2).....	\$ 61.00
Party Chief (S-3).....	\$ 82.00
Project Surveyor (S-4).....	\$ 117.00
Senior Project Surveyor (S-5).....	\$ 155.00
Senior Project Surveyor (S-6).....	\$ 176.00
2-Man Crew (Survey).....	\$ 188.00
3-Man Crew (Survey).....	\$ 233.00
2-Man Crew (GPS Survey).....	\$ 208.00
3-Man Crew (GPS Survey).....	\$ 254.00
Construction Observation	
Construction Observer (C-1).....	\$ 91.00
Construction Observer (C-2).....	\$ 116.00
Senior Construction Observer (C-3).....	\$ 142.00
Senior Construction Observer (C-4).....	\$ 175.00
Management/Administration	
Corporate Level Executives (M-1).....	\$ 337.00
Administrative Assistant (X-1).....	\$ 60.00
Administrative Assistant (X-2).....	\$ 81.00
Multiple marketing, financial, HR and IT Titles (X-3).....	\$ 112.00
Multiple senior marketing, financial, HR and IT Titles (X-4).....	\$ 142.00
Multiple senior marketing, financial, HR and IT Titles (X-5).....	\$ 174.00
Multiple senior marketing, financial, HR and IT Titles (X-6).....	\$ 219.00

APPENDIX B

**Fee Summary - Amendment 2
City of Midwest City**

I-40 and Sooner Road Waterline Relocation, J/P 28854(06)

WORK TASK DESCRIPTION	Senior Project Manager (E-6)	Project Manager or Senior Project Manager (E-5)	Project Manager (E-3)	Project Engineer or Project Manager (E-2)	Project Engineer (E-1)	Senior Technician (T-2)	Administrative Assistant (X-1)	Construction Observer (C-2)
	\$256.00	\$205.00	\$144.00	\$119.00	\$103.00	\$95.00	\$60.00	\$116.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Preliminary Design (60% Complete)								
Project Administration	4						4	
Project Management				4				
Quality Control Plan				2				
Hydraulic Analysis				4	8			
Prepare Base Plan and Profile Sheets				1		2		
Preliminary Design - Horizontal Alignment				1		2		
Preliminary Design - Vertical Alignment				1		2		
Preliminary Design - Layout Appurtenances				1		2		
Preliminary Design - Misc. Details				1		2		
Preliminary Design - Quantities				2		4		
QA/QC			4	4				
Preliminary Plan Review Meeting with Owner				4				
Complete)	4	0	4	25	8	14	4	0
2. Final Design (100% Complete)								
Project Administration		2						
Project Management				1				
Final Design - Horizontal Alignment				0.5		2		
Final Design - Vertical Alignment				0.5		2		
Final Design - Layout Appurtenances				0.5		1.5		
Final Design - Misc. Details				1		2		
Final Design - Quantities				4		1		
(SWPPP)								
Prepare Specifications			2	4			2	
ODEQ Permit				4	2	4		
ODOT Coordination				4				
QA/QC		4	2	4				
Final Design Review Meeting with Owner		4		4				
Subtotal -Final Design (100% Complete)	0	10	4	27.5	2	12.5	2	0
3. Bidding Services								
Project Administration	1		1				1	
Revising Bid Package			4	4		4		
Subtotal -Bidding Services	1	0	5	4	0	4	1	0

APPENDIX B

**Fee Summary - Amendment 2
City of Midwest City**

I-40 and Sooner Road Waterline Relocation, J/P 28854(06)

WORK TASK DESCRIPTION	Senior Project Manager (E-6)	Project Manager or Senior Project Manager (E-5)	Project Manager (E-3)	Project Engineer or Project Manager (E-2)	Project Engineer (E-1)	Senior Technician (T-2)	Administrative Assistant (X-1)	Construction Observer (C-2)
	\$256.00	\$205.00	\$144.00	\$119.00	\$103.00	\$95.00	\$60.00	\$116.00
	hr	hr	hr	hr	hr	hr	hr	hr
4. Construction Phase Services								
Project Administration		2	3	2			2	
Preconstruction Meeting				3				
Coordination with City				3				
Coordination with Contractor				3				
Coordination with Construction Materials Co.				2				
Progress Meetings with the Contractor (1)				6				
Monthly Pay Requests (1)		1		2				
Response to RFIs			2	2				
Shop Drawings/Material Submittals				2		3		
Change Orders				2		3		
Record Drawings			1	2		3		
Final Project Inspection and Punchlist		1		3		3		
Close Out Documents			1	3				
Subtotal -Construction Phase Services	0	4	7	35	0	12	2	0
5. Construction Observation								
Full-Time Construction Observation, Estimated at 5 days a week for 4 weeks								160
Subtotal -Construction Observation	0	0	0	0	0	0	0	160

Hours	5	14	20	91.5	10	42.5	9	160
Salary Costs	\$1,280	\$2,870	\$2,880	\$10,889	\$1,030	\$4,038	\$540	\$18,560

SUBTOTAL - SALARIES: \$42,086

DIRECT NON-LABOR EXPENSES

Miscellaneous Expenses	\$879
Travel Costs	\$141
Construction Observation Expenses	\$694
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,714

TOTAL FEE: \$43,800



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 Council

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

Date: October 24th, 2017

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Guy Engineering Services, Inc. in the amount of \$28,820 for the preparation of engineered construction plans for a new pedestrian bridge and bridge rail repairs for the Reno Avenue Soldier Creek crossing.

The accompanying proposed agreement is for the engineered construction plans for the construction of a new pedestrian bridge and bridge rail repairs on Reno Avenue. The plans will be incorporated into a larger Reno Avenue improvement project that extends from Midwest Boulevard to Douglas Boulevard. The project will be submitted to ACOG for priority ranking and 80% federal funding through the STP-UZA program.

The funds for this project were designated as Roto Mill / Overlay – Reno from Midwest to Douglas in the Capital Outlay and will be taken from the (013) Street and Alley Fund.

Staff recommends entering into the design agreement.

Patrick Menefee, P.E.
City Engineer

Attachment

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT is made and entered into on this _____ day of _____, 2017, by and between Midwest City in the State of Oklahoma, hereinafter referred to as CITY, and Guy Engineering Services, Inc., hereinafter referred to as ENGINEER or CONSULTANT or CONTRACTOR;

WITNESSETH:

WHEREAS, CITY plans to replace a pedestrian bridge located south of Reno Ave and west of Woodside Drive in Midwest City, OK. This project also includes replacement of guardrail along a bridge box on Reno Ave over Soldier Creek as well as rehabilitation of the end drains at all four corners of this bridge box therefore referred to as the PROJECT; and

WHEREAS, the CITY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and

WHEREAS, ENGINEER is prepared to provide such SERVICES; and

WHEREAS, funding is available for the payment of the ENGINEER for providing the SERVICES under this AGREEMENT.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of this PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER: ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 COMPENSATION: The CITY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 TIME FOR COMPLETION: The ENGINEER shall provide the necessary SERVICES and complete all work required for each phase of the PROJECT within the times stated in Attachment E, TIME FOR COMPLETION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 5.0 STANDARD OF PERFORMANCE: The ENGINEER shall perform the SERVICES in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in

strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of a Professional Engineer licensed in the State of Oklahoma, and properly qualified to perform such engineering services, which qualification shall be subject to review by CITY. The ENGINEER shall have the obligation to the CITY to perform in accordance with the foregoing standard, but no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or to the suitability of ENGINEER'S work product for a particular use.

6.0 LIMITATIONS OF RESPONSIBILITY: ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

7.0 OPINIONS OF COST AND SCHEDULE:

7.1 Because the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' or vendors' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER'S opinions of the probable cost of the PROJECT as set forth herein are to be made on the basis of his experience and qualification. Such opinions represent his best judgment as an experienced and qualified Professional Engineer familiar with the construction industry. The ENGINEER does not guarantee that the proposals, bids or actual construction costs will not vary from the opinions of probable cost prepared by him.

7.2 Because the ENGINEER has no control over the resources provided by others to meet construction contract schedules, the ENGINEER'S opinion of the probable construction schedule for the PROJECT is to be made on the basis of his experience and qualifications. Such opinion represents his best judgment as an experienced and qualified Professional Engineer familiar with the construction industry. The ENGINEER does not guarantee that the construction schedule will not vary from the opinion prepared by him.

8.0 LIABILITY AND INDEMNIFICATION:

8.1 The ENGINEER shall indemnify the CITY from and against legal liability for damages arising out of the performance of the SERVICES for the CITY including, but not limited to, any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any employee, sub-consultants or agents for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the CITY or any other contractor of the CITY.

8.2 The ENGINEER shall not be liable to the CITY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

9.0 COMPLIANCE WITH LAWS:

9.1 In performance of the SERVICES, the ENGINEER will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders,

codes, criteria and standards. The ENGINEER shall procure the permits, certificates, and licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

9.2 The ENGINEER shall take steps within its authority to verify the project is in compliance with the United States Department of Justice guidelines for Title II and III of the Americans with Disabilities Act. It is understood that the program of the ENGINEER is not a program or activity of the CITY. The ENGINEER agrees that its program or activity will comply with the requirements of the Americans with Disabilities Act. Any cost of such compliance will be the responsibility of the ENGINEER.

10.0 INSURANCE:

10.1 During the performance of the SERVICES under this AGREEMENT, the ENGINEER shall keep and carry in force policies of insurance in the minimum amount as set forth herein or as required by the laws of the State of Oklahoma, whichever is greater.

10.1.1 General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

10.1.2 Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

10.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence.

10.1.4 Professional Liability Insurance with limits of not less than \$500,000 with prior acts endorsement for the insurance to remain in effect for a minimum of two years after acceptance of the PROJECT by the CITY.

10.2 The ENGINEER shall furnish to the CITY certificates of insurance showing he is carrying insurance in at least the specified minimum amounts. Said certificates shall further provide that said insurance will not be cancelled by the Insurer without the Insurer first giving the CITY thirty (30) days written notice of cancellation.

11.0 CITY'S RESPONSIBILITIES: The CITY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE CITY, which is attached hereto and incorporated by reference as part of this agreement.

12.0 OWNERSHIP AND REUSE OF DOCUMENTS:

12.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the CITY.

12.2 The CITY'S use of such documents other than the specific purpose for which they were intended without written verification or adaptation by ENGINEER shall be at CITY'S risk and responsibility.

13.0 TERMINATION OF CONTRACT:

13.1 At any time prior to completion of all SERVICES under this AGREEMENT and in the event of substantial failure by one party to perform in accordance with the terms of this AGREEMENT through no fault of the terminating party, the terminating party may terminate this AGREEMENT by giving written notice by registered mail at least fifteen days prior to the effective date of termination.

13.2 The CITY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for CITY'S convenience by giving written notice to ENGINEER. In the event of termination or suspension of the AGREEMENT for CITY'S convenience, CITY shall make prompt payment to the ENGINEER for all SERVICES performed in accordance with provisions of Attachment D, COMPENSATION. Upon receipt of written notice by the ENGINEER to resume the SERVICES under this AGREEMENT, compensation shall continue in accordance with Attachment D, COMPENSATION.

14.0 NOTICE:

14.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be considered properly made if personally delivered in writing or if delivered by the United States Postal Service, postage prepaid, to the address specified below.

14.1.1 To ENGINEER: GUY Engineering Services, Inc.
6910 E 14th St
Tulsa, OK 74112

14.1.2 To CITY: City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110

14.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and CITY.

15.0 UNCONTROLLED FORCES: Neither the CITY nor ENGINEER shall be considered to be in default of this AGREEMENT if failures or delay of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance or sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either CITY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

- 16.0 SEVERABILITY: If any portion of the AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed here from, and the balance of this AGREEMENT shall remain in full force and effect.
- 17.0 INTEGRATION AND MODIFICATION: This AGREEMENT includes Attachments A, B, C, D, and E represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES contained herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.
- 18.0 ASSIGNMENT:
- 18.1 The ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT to another party, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
- 18.2 It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the City Engineer and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the CITY and will be available for public hearings and/or presentations as mutually agreed.
- 18.3 DISPUTE RESOLUTION PROCEDURE: In the event of a dispute between the ENGINEER and the CITY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City Engineer for resolution. If the City Engineer is unable to resolve the dispute, the matter may be referred to the City for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on respective dates noted herein, said AGREEMENT to be effective on the date executed by the Midwest City Mayor.

ATTEST: (SEAL)

MIDWEST CITY, OKLAHOMA

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

ATTEST: (SEAL)

GUY ENGINEERING SERVICES, INC.




John E. Blickensderfer, President

State of Oklahoma)
)ss
County of Tulsa)

Subscribed and sworn to before me on the 3rd day of October, 2017.

My Commission Expires:

8-3-2019



Notary Public



ATTACHMENT A

SCOPE OF PROJECT

- 1.1 The Scope of Project is to replace a pedestrian bridge located south of Reno Ave and west of Woodside Drive in Midwest City, OK. This project also includes replacement of guardrail along a bridge box on Reno Ave over Soldier Creek as well as rehabilitation of the end drains at all four corners of this bridge box.

ATTACHMENT B

SCOPE OF SERVICES

SECTION 1: PURPOSE

- 1.1 The purpose of this project is to replace a pedestrian bridge located south of Reno Ave and west of Woodside Drive in Midwest City, OK. This project also includes replacement of guardrail along a bridge box on Reno Ave over Soldier Creek as well as rehabilitation of the end drains at all four corners of this bridge box.

SECTION 2: SCOPE

- 2.1 The pedestrian bridge to be replaced is a single span steel beam bridge approximately 100ft long with a narrow clear width. The new pedestrian bridge will be approximately the same length as the existing bridge but will have a clear width of 12 to 14ft. The proposed alignment will likely be located north of the existing bridge as there is a pedestrian facility to the south. Alternate alignments may need to be examined if there are conflicts with utilities. The new bridge will also be designed to be able to handle occasional maintenance and emergency vehicles that utilize this trail system. Additional concrete trail will be added to tie the existing trail to the new pedestrian bridge.
- 2.2 Survey and Mapping – Survey is not included in the scope of services but may be added by supplement at a later date. Midwest City will provide Guy Engineering with survey information necessary to complete this project.
- 2.3 Environmental Studies – Environmental studies are not included in the scope of services but may be added by supplement at a later date.
- 2.4 Geotechnical Studies – Geotechnical studies are included in this scope of work. It is assumed that 2 bridge borings will be necessary, one at each abutment location for the new pedestrian bridge. This scope of work does not include abutment foundation design. The studies will provide rock elevations as well as soil bearing pressures so that a foundation can be designed by the bridge manufacturer.
 - 2.4.1 Bridge – Two foundation borings (one at each abutment) will be taken. The borings will extend to depths of about 5 feet into rock. Sampling will be in accordance with industry standard procedures.
- 2.5 Trail Design
 - 2.5.1 Pedestrian Bridge and Trail Plans – The proposed structure is anticipated to be a single span steel structure. The new bridge will be as long as necessary to span Soldier Creek and be elevated above the BFE. Work will include preparation of bridge specifications and bridge plans including but not limited to:
 - Summary of pay quantities and notes
 - Summary sheets
 - Plan and profile sheets
 - Pedestrian bridge specifications
 - Pedestrian bridge abutment design

Included services are as follows:

- Project coordination with Midwest City, including site visits with Contractor
- Prepare preliminary plans and cost estimate
- Provide evaluation of drainage
- Plan review meetings with City of Midwest City
- Finalize plans and detailed cost estimate
- Evaluate options to reduce costs
- Coordination with Midwest City to set bridge low chord elevation
- Coordination of the geotechnical investigation

2.6 Reno Bridge over Soldier Creek Guardrail and End Drain Rehabilitation Design

2.6.1 Final Bridge Plans – The guardrail for the existing bridge box structure over Soldier Creek will be replaced with a concrete rail. The existing bridge end drains/flumes will be analyzed and repaired or replaced to reduce erosion issues at each of the four corners of the bridge box. Work will include preparation of bridge specifications and bridge plans including but not limited to:

- General Notes and Summary of Pay Quantities (Bridge)
- Foundation Report
- Guardrail detail sheets
- Bridge end drain detail sheets

Included services to prepare bridge plans are as follows:

- Prepare preliminary bridge plans and cost estimate
- Prepare updated cost estimate
- Finalize bridge plans, quantities and cost estimate

2.6.2 Hydrological and Hydraulic Design – Hydraulic studies are not included in the scope of services but may be added by supplement at a later date. The City of Midwest City will provide Guy Engineering with the BFE for the new bridge location and the proposed low chord elevation for the new pedestrian bridge.

2.6.3 Neither a LOMR nor CLOMR is anticipated to be required for this project and is not included in this scope.

2.7 Traffic Engineering – Traffic control plans are not included in the scope of services but may be added by supplement at a later date.

2.8 Right of Way Documents – Right of way documents are not included in the scope of services but may be added by supplement at a later date.

2.9 Right of Way Staking – Staking of the proposed right-of-way and centerline of construction are not included in the scope of services but may be added by supplement at a later date.

2.10 Right of Way Acquisition – Right of way acquisition is not included in the scope of services but may be added by supplement at a later date.

2.11 Utility Relocation Management – Utility Relocation Management Services is not included in the scope of services but may be added by supplement at a later date. There are several utilities

including a sewer line close to the west abutment of the existing pedestrian bridge that will need to be avoided during this project.

SECTION 3: THE CITY OF MIDWEST CITY WILL FURNISH

- 3.1 Survey, BFE, Low Chord, As-builts
- 3.2 Advertisement and letting of the construction contract
- 3.3 Construction management services

SECTION 4: MILESTONES (Time Frame and Deliverables) – Assume NTP is October 2017.

- 4.2 Preliminary Plans Submittal – Submitted on or before Nov. 1st, 2017
- 4.4 Final Plans – Submittal on or before 4 months following preliminary plan review comments
- 4.5 Final PS&E Package – Submittal on or before 2 months following final plan review comments

Task Name	Milestone
Plan Development	
Submit Preliminary plans for CITY Field Review	Nov. 1 st , 2017
Submit Final plans for CITY Review	4 months following preliminary plan review comments
Submit Approved Final Design Package	2 months following final plan review comments

ATTACHMENT C

RESPONSIBILITIES OF THE CITY

- C.0. RESPONSIBILITIES OF THE CITY: THE CITY shall provide the information and services as provided herein in a manner that causes no undue delays in the performance of the SERVICES by the ENGINEER.
- C.1. INFORMATION: The CITY shall furnish, as requested and required by the ENGINEER and at no expense to the ENGINEER, information relative to the design and construction of the PROJECT.
1. Records, reports, studies, plans, drawings, traffic counts, and any other data available in the files of the CITY which may be useful in the work involved under this AGREEMENT.
 2. Standard drawings, contract documents and specifications.
- C.2. ACCESS: The CITY shall furnish and make all provisions for the ENGINEER to enter upon public or private property as required for the ENGINEER to perform his services under this AGREEMENT.
- C.3. STAFF ASSISTANCE: The CITY shall designate in writing one person to act as its representative with respect to the SERVICES to be provided under this AGREEMENT and such person shall have complete authority to transmit instructions, receive information and interpret and define CITY policies and decisions with respect to materials, equipment and systems pertinent to the SERVICES covered by this AGREEMENT. Additional staff assistance may be provided as necessary to assist and expedite the PROJECT in those areas outside of the ENGINEER's areas of responsibility, to specifically include:
1. Furnish legal assistance as required in the preparation, review and approval of construction documents.
 2. Furnish staff assistance to coordinate with the utility companies in locating, exposing and relocating existing utilities and/or their proposed future extensions.
- C.4. DOCUMENT REVIEW: The CITY shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and the CITY shall render in writing all decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

ATTACHMENT D

COMPENSATION OF THE ENGINEER

D. COMPENSATION: The CITY agrees to pay, as compensation for services set forth in Attachment B, for items described in paragraph D.1. as authorized by the CITY. The fee shall be payable monthly as the work progresses and within 30 calendar days of the receipt of the ENGINEER'S invoice. ENGINEER shall submit monthly invoices based on services actually completed at the time of billing. Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

D.1 FEES FOR BASIC SERVICES:

Engineering Design (Bridge Rails, End Drains, Trail Extension)	\$ 17,970.00	Lump Sum
Geotechnical Studies	\$ 3,350.00	Lump Sum
Pedestrian Bridge Abutment Design	<u>\$ 7,500.00</u>	Lump Sum
TOTAL CONTRACT	\$ 28,820.00	Lump Sum

D.2 SCHEDULE OF RATES: At the request of the CITY, the ENGINEER will negotiate fees for any additional work not covered by this AGREEMENT, which may be required by the CITY. Alternatively, additional work will be performed at the written request of the CITY based on the hourly rates contained in Attachment F, B3. Rates are subject to change on the first day of January and July of each calendar year. Rates to be charged shall be the rates in effect at the time such services are requested and approved.

Additional services will be billed at standard hourly rates or at an agreed-upon fixed fee. Additional services include any items defined as such or any other services required as a result of major changes in project scope. The hourly rates will be used for any authorized additional services.

ATTACHMENT E

TIME FOR COMPLETION

- E. TIME FOR COMPLETION: It is understood and agreed that the date of beginning, rate of progress and the time of completion of the SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the SERVICES under this AGREEMENT shall commence upon execution of this AGREEMENT by the CITY. The ENGINEER agrees to provide the services for each phase of the PROJECTS as stated in ATTACHMENT B of this AGREEMENT within the times stated herein.
- E.1 COMPLETE PRELIMINARY DESIGN PHASE: The ENGINEER shall complete those SERVICES provided in ATTACHMENT B by November 1st, 2017.
- E.2 FINAL DESIGN PHASE: The ENGINEER shall complete the SERVICES provided in ATTACHMENT B within 120 calendar days upon receiving preliminary plan review comments from CITY.
- E.3 APPROVED FINAL DESIGN PHASE: The ENGINEER shall complete those SERVICES provided in ATTACHMENT B, within 60 calendar days upon receiving final design review comments from CITY.

ATTACHMENT F
B1 & B3 Forms
B1
Key Personnel
Guy Engineering Services, Inc.

Name, Telephone Number, Fax, Cell Phone Number and E-Mail Address	Key Personnel Classification	Performance Characteristics (Job Description)	Primary Location Where Work Will Be Completed (Physical Address)
John Blickensderfer 918.437.0282 phone 918.437.0455 fax 918.381.0838 cell John-B@guyengr.com	Principal Engineer	General management and project QA/QC	Guy Engineering Services, Inc. 6910 E 14 th St Tulsa, OK 74112
John Worman 918.437.0282 phone 918.437.0455 fax 816.728.8053 cell JohnW@guyengr.com	Sr. PE II	Project Management, manages schedule, site visit, production oversight, QA/QC, estimating	Guy Engineering Services, Inc. 6910 E 14 th St Tulsa, OK 74112
Russell Dixon 918.437.0282 phone 918.437.0455 fax Russell@guyengr.com	Sr. PE II	Project Management, manages schedule, site visit, production oversight, QA/QC, estimating	Guy Engineering Services, Inc. 6910 E 14 th St Tulsa, OK 74112
Rob Haskins 918.437.0282 phone 918.437.0455 fax 918.636.2609 cell Rob@guyengr.com	Sr. PE I	Project Management, Utilities/Water Design, QA/QC, estimating	Guy Engineering Services, Inc. 6910 E 14 th St Tulsa, OK 74112
Aaron Peck 918.437.0282 phone 918.437.0455 fax 918.808.6547 cell Aaron@guyengr.com	Sr. PE I	Project Management, manages schedule, site visit, production oversight, QA/QC, estimating	Guy Engineering Services, Inc. 6910 E 14 th St Tulsa, OK 74112
Rebecca Alvarez 918.437.0282 918.437.0455 fax 918.520.7256 cell Rebecca@guyengr.com	Sr. PE I ROW Manager	Project Management, manages schedule, site visit, production oversight, QA/QC, estimating, ROW	Guy Engineering Services, Inc. 6910 E 14 th St Tulsa, OK 74112
Dustin McNally 918.437.0282 phone 918.437.0455 fax 918.693.7786 cell Dustin@guyengr.com	Survey Manager	Survey management, manages schedule, production oversight, survey and land record data collection, QA/QC	Guy Engineering Services, Inc. 6910 E 14 th St Tulsa, OK 74112
Ryan Bellatti 405.608.4217 phone 918.437.0455 fax 405.612.0030 cell Ryan-b@guyengr.com	PE II	Project Management, manages schedule, site visit, production oversight, QA/QC, estimating	Guy Engineering Services, Inc. 1741 W 33 rd St, Ste 110 Edmond, OK 73013

B3
Hourly And Overhead Rates
Guy Engineering Services, Inc.

Personnel Classification	Average Hourly Wage Rate	Approved Rate Multiplier	Approved Hourly Rate
Principal Engineer	71.17	3.0027	213.70
Sr PE II	63.81	3.0027	191.59
Sr PE I	47.30	3.0027	142.02
PE II	42.34	3.0027	127.12
PE I	33.68	3.0027	101.12
Engineer Intern II	29.16	3.0027	87.57
Engineer Intern I	27.36	3.0027	82.16
Engineer Tech II	31.08	3.0027	93.31
Engineer Tech I	27.81	3.0027	83.51
CAD Tech II	27.30	3.0027	81.99
CAD Tech I	20.60	3.0027	61.86
Field Data Collector	21.76	3.0027	65.35
Right-of-Way Manager	46.61	3.0027	139.96
Right-of-Way Agent II	35.42	3.0027	106.36
Right-of-Way Agent I	28.33	3.0027	85.07
Survey Manager	46.35	3.0027	139.18
Survey RLS	32.19	3.0027	96.66
Survey, LSI II	28.45	3.0027	85.44
Survey, LSI I	22.92	3.0027	68.83
Survey Tech III	31.83	3.0027	95.59
Survey Tech II	27.69	3.0027	83.15
Survey Crew Chief	25.89	3.0027	77.73
Survey Data Collection Tech	18.80	3.0027	56.46
Utilities Coordinator	25.89	3.0027	77.74
Utilities Inspector	27.69	3.0027	83.15
PM Administrator	32.06	3.0027	96.28
Administrative Assistant	20.09	3.0027	60.33
Accounting Manager	35.28	3.0027	105.95
Business Development / Marketing Coord.	27.04	3.0027	81.20
Office Coordinator	19.57	3.0027	58.77
Office Manager	42.10	3.0027	126.42
Mileage & Travel Exp. (Lodging, Per Diem)	At current government rate		
Miscellaneous Project Expenses	At Cost		



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 : October 24th, 2017

SUBJECT : Discussion and consideration of approval of federal aid programming resolution for the following project for inclusion into the FFY 2017-2020 Transportation Improvement Plan:
New Signals-Orchard/Douglas and Air Depot/Rail with Trail.

The accompanying programming resolution is required in order to have the referenced project considered in the first year of the Association of Central Oklahoma Governments update of the FFY 2018-2021 four year Transportation Improvement Plan (TIP). All projects that the city applies for federal aid funding for in the first year of the TIP must be programmed in this manner.

The preliminary construction cost estimate for this project is as follows:

New Signals: Douglas/Orchard and Air Depot/Rail with Trail
Preliminary cost estimate - \$362,000.00

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachment

**RESOLUTION PROGRAMMING SURFACE TRANSPORTATION PROGRAM
URBANIZED AREA (STP-UZA) PROJECT**

Be it remembered that on the on the 24th day of October 2017, at a regular meeting of the City Council of the City of Midwest City, the following resolution was presented, read and adopted:

WHEREAS, Surface Transportation Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows: New Signals: Douglas/Orchard and Air Depot/Rail with Trail, and

WHEREAS, the engineer's preliminary estimate of cost is \$362,000.00, and Federal participation under the terms of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) relating to Surface Transportation Program Urbanized Area (STP-UZA) funds is hereby requested for funding 100% of the project cost, and

WHEREAS, no City funds are committed by this action; and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT; and

WHEREAS, the City has arranged for Lee Engineering a qualified engineer, to furnish engineering services in preparation of detailed plans, specifications, and estimates; and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, the city assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination under any program or activity administered by the City; and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider the selection of this project as a candidate for Federal funding, and to submit same to the Oklahoma Transportation Commission for its approval;

That the Oklahoma Transportation Commission is hereby requested to concur in the selection of this project and to submit same to the Federal Highway Administration for its approval.

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor

this _____ day of _____, 2017.

ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney



Preliminary Cost Estimate
Douglas & Orchard and Air Depot & Rail Line Signals

10/4/2017

LEE ENGINEERING ESTIMATE

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	TRAFFIC				
1	MOBILIZATION	LSUM	1.00	\$ 15,000.00	\$ 29,917.36
2	CONCRETE PAVING ITEMS (SIDEWALK, RAMPS, MEDIAN, ETC)	LSUM	1.00	\$ 14,973.55	\$ 14,973.55
3	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	EA	2.00	\$ 22,000.00	\$ 44,000.00
4	TRAFFIC SIGNAL DETECTION SYSTEM	EA	2.00	\$ 12,000.00	\$ 24,000.00
5	TRAFFIC SIGNAL POLE	EA	6	\$ 12,000.00	\$ 72,000.00
6	PEDESTAL POLE	EA	4	\$ 3,000.00	\$ 12,000.00
7	PEDESTRIAN PUSH BUTTON STATION	EA	2	\$ 1,500.00	\$ 3,000.00
8	TRAFFIC SIGNAL HEADS	EA	14	\$ 800.00	\$ 11,200.00
9	PEDESTRIAN SIGNAL HEADS	EA	12	\$ 800.00	\$ 9,600.00
10	TRAFFIC SIGNAL CONDUIT	LF	500	\$ 35.00	\$ 17,500.00
11	TRAFFIC SIGNAL CABLE	LF	2,000	\$ 20.00	\$ 40,000.00
12	POLE FOOTINGS	EA	10.00	\$ 1,300.00	\$ 13,000.00
13	ROADWAY LUMINAIRE	EA	6	\$ 2,000.00	\$ 12,000.00
14	SERVICE POLE	EA	2	\$ 3,400.00	\$ 6,800.00
15	MAST ARM MOUNTED SIGNS (ALUM.)	SF	160	\$ 60.00	\$ 9,600.00
16	PAVEMENT MARKING	LF	2,000	\$ 1.00	\$ 2,000.00
17	TRAFFIC CONTROL	LSUM	1	\$ 7,500.00	\$ 7,500.00

TOTAL TRAFFIC ITEMS	\$	329,090.91
CONTINGENCY (10%)	\$	32,909.09
TOTAL PRELIMINARY CONSTRUCTION ESTIMATE	\$	362,000.00






The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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Christine Allison, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

TO : Honorable Mayor and City Council

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

DATE : October 24th, 2017

SUBJECT : Discussion and consideration of approval of federal aid programming resolution for the following project for inclusion into the FFY 2019-2022 Transportation Improvement Plan: Striping City-Wide (various locations).

The accompanying programming resolution is required in order to have the referenced project considered in the first year of the Association of Central Oklahoma Governments update of the FFY 2019-2022 four year Transportation Improvement Plan (TIP). All projects that the city applies for federal aid funding for in the first year of the TIP must be programmed in this manner.

The preliminary construction cost estimate for this project is as follows:

Striping City-Wide, Various Locations
Preliminary cost estimate - \$300,000

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachment

**RESOLUTION PROGRAMMING SURFACE TRANSPORTATION PROGRAM
URBANIZED AREA (STP-UZA) PROJECT**

Be it remembered that on the 24th Day of October, 2017, at a regular meeting of the City Council of the City of Midwest City, the following resolution was presented, read and adopted:

WHEREAS, Surface Transportation Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

WHEREAS, The City of Midwest City has selected a project described as follows: Striping City Wide, Various Locations, Phase 5, and

WHEREAS, the engineer's preliminary estimate of cost is \$300,000.00 and Federal participation under the terms of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) relating to Surface Transportation Program Urbanized Area (STP-UZA) funds is hereby requested for funding 100% of the project cost, and

WHEREAS, no City funds are committed by this action; and

WHEREAS, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT; and

WHEREAS, the City has arranged for its city engineer, a qualified engineer, to furnish engineering services in preparation of detailed plans, specifications, and estimates; and

WHEREAS, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

WHEREAS, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

WHEREAS, the city assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination under any program or activity administered by the City; and

WHEREAS, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.

NOW, THEREFORE, BE IT RESOLVED:

That ACOG is hereby requested to consider the selection of this project as a candidate for Federal funding, and to submit same to the Oklahoma Transportation Commission for its approval;

That the Oklahoma Transportation Commission is hereby requested to concur in the selection of this project and to submit same to the Federal Highway Administration for its approval.

ADOPTED by the City Council of Midwest City and **SIGNED** by the Mayor

this _____ day of _____, 2017.

ATTEST:

City Clerk

Mayor

Approved as to form and legality

City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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To: Honorable Mayor and Council

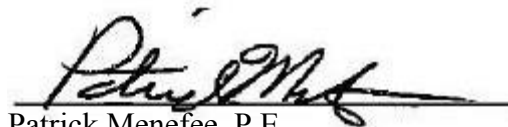
From: Patrick Menefee, P.E., City Engineer

Date: October 24th, 2017

Subject: Discussion and consideration of awarding the bid to and entering into a contract with Cedar Creek Engineering in the amount of \$3,450.00 for a Caldwell Drive corridor survey.

This is a companion item to the Capital Improvements Committee agenda item. If approved, this will allow for the design of the Caldwell Drive drainage project previously approved by the Council, subject to the availability of funds, to commence.

Staff recommends awarding the bid to Cedar Creek Engineering.



Patrick Menefee, P.E.
City Engineer

Attachments

October 12, 2017

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



RE: Proposal to Provide Survey Services along Caldwell Drive

Dear Mr. Menefee,

As requested Cedar Creek Consultants, Inc., here after known as CCC, provides the following proposal for review and consideration by City of Midwest City (Client). This proposal is comprised of the following sections:

1. Project Criteria
 2. Project Prerequisites
 3. Defined Scope of Services
 4. Specific Exclusions from Defined Scope of Services
 5. Fees and Reimbursable Expenses
 6. General Terms and Conditions
-
1. **PROJECT CRITERIA:**
This project consists of providing a topographic survey.
 2. **PROJECT PREREQUISITES**
This proposal assumes that Client will furnish the following information with respect to the Project:
 - A. Deeds & Plats
 3. **DEFINED SCOPE OF SERVICES**
See Attached Exhibit A hereto. Each Task will be completed in accordance with a schedule approved by Client. Tasks are sometimes herein referred to as "Services".
 4. **SPECIFIC EXCLUSIONS FROM DEFINED SCOPE OF SERVICES**
 - A. All real estate activities are the responsibility of Client.
 - B. The specifications for or remediation of environmental concerns affecting the proposed site and the removal of and discovered hazardous materials in accordance with applicable local, state, and federal regulations are not part of the Defined Scope of Services.
 - C. Building Elevations for city or neighborhood approval process.

- D. Preparation for and attendance at public hearings and/or dispute resolution proceedings.
- E. Building design services, including architectural, structural, mechanical, electrical, plumbing and fire protection engineering services.
- F. Record Drawings, as modified by the contractor in the field.

5. FEES AND REIMBURSABLE EXPENSES:

A. Fixed Fee for Defined Scope of Services:

A Fixed Fee amount of \$3,450 for a topographic survey. This amount includes compensation for Surveyor's and Engineer's Basic Services. The total Fixed Fee amount accounts for labor, overhead, and profit.

B. Additional Site Visits: The fee for required or requested site visits in excess of those provided for in the Defined Scope of Services will be billed on an hourly basis at the rates set forth in the attached General Terms and Conditions, plus Reimbursable Expenses.

C. Reimbursable Expenses: Reimbursable expenses are in addition to the fees outlined above and will be invoiced at a multiple of 1.15 times the expense incurred. Reimbursable expenses include travel, lodging, printing, and shipping.

D. Payment Terms:

- 1) Invoicing will be based on percentage of work complete and payment is due thirty (30) days from presentation of invoice.
- 2) Invoices not paid when due will bear interest from the due date at the rate of 18% per annum.

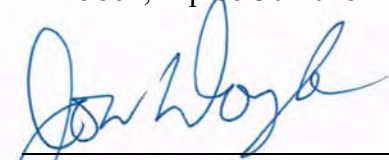
6. GENERAL TERMS AND CONDITIONS

The attached General Terms and Conditions are part of his proposal, as well as Exhibit "A" & "B"

This proposal supersedes all prior proposals and/or agreements between the parties, whether oral or in writing. If the foregoing is satisfactory, please print, date and sign this document in the space provided below and email back to me at jdoyle@cedarcreekinc.com . Receipt of this document with signature will constitute a formal contract between noted parties.

Sincerely,

Cedar Creek Consulting, Inc.
CA-5864, exp 06/30/2018



Jon Doyle, PE
405.778.3385

Via (e-mail)

By: _____
Authorized Signature

Date: _____

GENERAL TERMS AND CONDITIONS

1. MANNER OF PROVIDING SERVICES: CCC shall provide all Services set forth in the Proposal:

- A. In accordance with professional standards of practice applicable to such Services prevailing in the jurisdiction of the Project Site.
- B. In accordance with applicable laws, building codes, ordinances, rules and other regulations, including but not limited to those affecting the health, welfare, and safety of the public, duly promulgated by state and local governmental authorities having jurisdiction over the Project.
- C. As expeditiously as is consistent with professional skill and care.

2. LIMITATIONS: The obligations of CCC to provide the Services set forth in the Proposal, and the responsibility of CCC for any such Services so provided shall be subject to the following limitations, conditions, qualifications, and exclusions:

- A. Any construction cost estimates, budget evaluations, research and any other estimates or evaluations provided by CCC to the Client shall constitute only CCC's best judgment with respect to the subject thereof. CCC disclaims any warranties or representations that actual costs, budgets, etc. will be within or equal to the estimates or evaluations.
- B. In any review by CCC of product data, samples, shop drawings, or other information submitted by the Client's contractors, CCC shall have no obligation to determine the accuracy, adequacy or completeness of construction details, construction methods, safety precaution or performance criteria. CCC's approval of any such submittals shall not constitute a determination of any such items. Such approval shall be an indicator by CCC of its belief that the Client's contractors understand the design concept of CCC's Construction Documents and have prepared all product data, samples, shop drawings, or other information in conformance with that design concept.
- C. CCC shall be entitled to rely upon the accuracy and completeness of all reports, surveys, and information provided by the Client pursuant to this Proposal.
- D. The Client shall bear all risk of the presence of any hazardous or toxic materials at or near the Project.
- E. If the Project is permitted for construction based on construction documents supplied by CCC, the Client shall cause the Project to be construction in accordance with those construction documents.
- F. CCC shall not have control over or charge of and shall not be responsible for any Project construction means, methods, techniques, sequences, procedures, or safety.

G. CCC shall not be responsible for the compliance with the requirements of applicable codes, ordinances, or laws by the Project construction contractor or by vendors for the Project.

3. **ADDITIONAL SERVICES:** Additions or changes to the Defined Scope of Services, the Design Criteria, or other changes or delays which impact the Defined Scope of Services may result in additional services, the fees for which shall be set by mutual agreement at the time such additions or changes are requested, or, absent such agreement, at the following hourly rates:

Project Engineer	\$100.00
Project Designer	\$ 75.00
Administrative Staff	\$ 50.00

4. **CONFIDENTIALITY:** CCC shall maintain the confidentiality of the location of potential and selected sites for the Project, together with any other information supplied to CCC by the Client and designated by the Client as confidential, except:

- A. When such confidential information becomes generally known to the public through no fault of CCC; or
- B. To comply with the order of a court of competent jurisdiction.

5. **INSURANCE:** Upon 10 days of execution of contract

6. **OWNERSHIP AND USE OF DOCUMENTS:** All drawings, specifications or other documents deliverable to the Client by CCC or its Consultants pursuant to this Proposal (“the Documents”), whether in electronic or non-electronic format, shall be the property of the Client, subject however, to the following:

- A. All technology, skill, processes, knowledge, and computer software developed or acquired by CCC or its Consultants to manipulate the data which comprises the Documents shall be the property of CCC or, as applicable, its Consultants/
- B. The client may modify CCC’s work without the consent or additional compensations to CCC; but in such event:

- 1) The Client shall indemnify and hold CCC and, if applicable, its Consultants, harmless from all claims and liability which results from such reuse, including all costs and attorneys fee; and
- 2) The Client shall remove any reference to CCC or its Consultant’s name and/or logo on the documents.

EXHIBIT "A"
Survey Services along Caldwell Dr
Midwest City, OK

CONTRACT INCLUDES THE FOLLOWING:

Topographic Survey(\$3,450)

CONTRACT DOES NOT INCLUDE THE FOLLOWING:

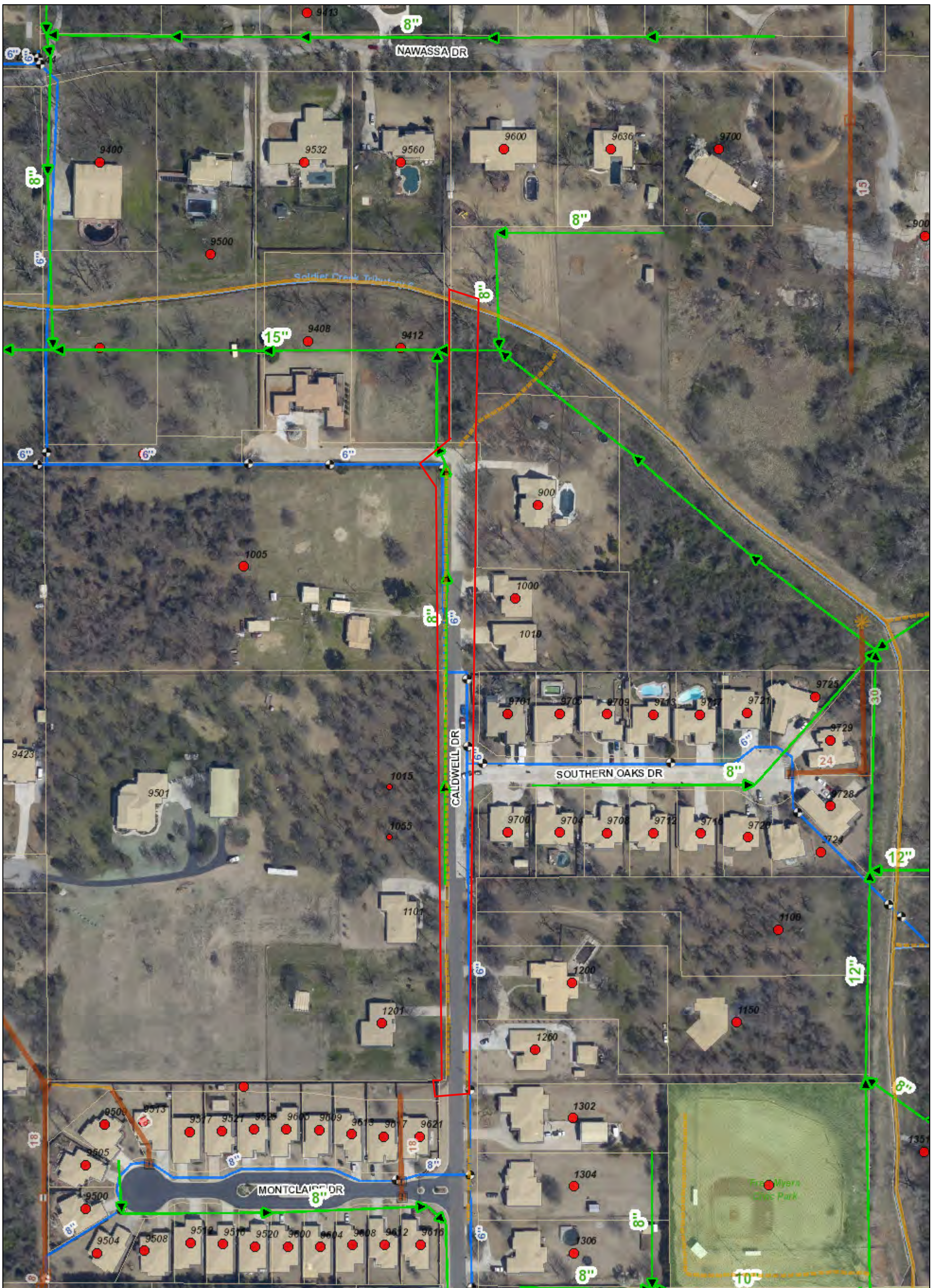
1. Title Work
2. Construction Staking
3. Easement abandonment
4. Due Diligence
5. Offsite Improvements
6. Corps of Engineers Permits
7. FEMA map revisions/LOMRf
8. Sub consultant fees (including but not limited to ESA, Geotechnical, Traffic Study/Design)
9. As-built drawings
10. Platting
11. Permitting or filing fees
12. Water Flow Analysis
13. Signage exhibits/details/specifications
14. Reimbursable Expenses
15. Water, Sewer, and Detention Design
16. Zoning/Public Hearings
17. Site visits



EXHIBIT "B"

- 1.) Prior to performing any of the services, CCC shall obtain and keep in force, at its sole expense, insurance and upon request shall provide to the Client within ten (10) business days of execution of this Agreement a copy of the certificate, binder, declarations page or other satisfactory evidence for such insurance.
- 2.) To the fullest extent permitted by law, CCC shall indemnify and hold harmless Client and its agents, employees and representatives from and against all costs, damages, fines, losses and expenses, including, but not limited to, reasonable attorneys' fees, court costs, investigation costs and all other reasonable costs and expenses arising out of, in connection with, or resulting from CCC's performance of the services under this Agreement, but only to the extent caused by the negligence or breach of contract by CCC, its employees, agents, sub-CCCs or others for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce insurance requirements or other rights or obligations of indemnity which otherwise exist as to CCC. CCC's obligations under this Section 2 shall survive the expiration or termination of this Agreement.
- 3.) The acceptance of final payment by CCC pursuant to this Agreement shall constitute a full release, discharge and waiver of all rights and claims for compensation for services that CCC may have against Client or its property under applicable common and statutory law. Upon receipt of final payment, CCC shall, upon the request of Client, execute and deliver to Client any necessary lien waiver.
- 4.) The relationship of Client and CCC is that of Client and independent CCC and no employer-employee relationship is hereby created. Neither Client nor CCC shall enjoy any of the benefits nor be subject to any of the burdens that would arise, result or proceed or project from an employer-employee relationship, but instead all the rights and duties of each party shall be limited to those provided in this Agreement for independent contractual services. CCC shall be solely responsible for the payment of all social security and unemployment taxes, wage withholding and any other requirements with respect to its employees.
- 5.) In the event of a conflict between any provisions of this Agreement and anything in the exhibits attached hereto or in any of CCC's documents, contracts, proposals, estimates or specifications, the terms and conditions of this Agreement shall prevail.
- 6.) All notices, consents, approvals, requests, demands, and other communications (collectively, "Notices(s)") which may or are required to be sent, delivered, given or obtained pursuant to the terms of this Agreement shall be in writing and shall be given either by hand delivery, by prepaid United States certified mail, or by a reputable overnight delivery service that guarantees next day delivery and provides a receipt. All notices shall be addressed to the parties at their respective addresses set forth on the first page of this Agreement, as same may be changed from time to time. Either party may, by notice in the manner provided above, change its address for all subsequent Notices. All Notices given by certified mail shall be deemed given two (2) business days after they are so mailed. All Notices given by overnight delivery or hand delivery shall be deemed given on delivery. A party's failure or refusal to accept service of a Notice will constitute delivery of the Notice.
- 7.) CCC will perform the professional services in a timely manner consistent with sound engineering practices.
- 8.) This agreement may be terminated by either party upon ten (10) days written notice. In the event of termination, CCC shall be paid for services performed to the date the Agreement is terminated.
- 9.) The law of the State of Oklahoma will govern the validity of the Agreement terms, their interpretation and performance.
- 10.) This Agreement is binding upon the parties, their heirs, successors and assigns.
- 11.) The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.

THE FOREGOING PROVISIONS ARE PART OF THE AGREEMENT BETWEEN CCC AND CLIENT.



1 in = 146 ft
when printed actual size
on 11"x17" paper

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DISCUSSION ITEMS





DISCUSSION ITEMS





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1204
ghenson@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: October 24, 2017

RE: Discussion and consideration of a presentation by Antonia Jennings, Crutcho Community Foundation Chairperson, concerning Crutcho School District's (the District) desire to build a new school near the northeast corner of NE 10th and Air Depot.

Chairperson Jennings requested an opportunity to brief the Council on the District's efforts to build a new school, which would replace the existing school located at NE 23rd and Air Depot.

For further information, please visit the following online avenues:

- Crutcho Community Foundation website: <http://crutchocommunityfoundation.org/>,
- Facebook page: <https://www.facebook.com/CrutchoCommunityFoundation/>,
- YouTube video with JD Runnels: <https://youtu.be/SknkZmtGvOU>, and
- D. Miles: <https://youtu.be/r5v3UJIUjzQ>.

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
Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: October 24, 2017

Subject: (CA-77) Discussion and consideration of an appeal by Marc Swanson of Black Bear Diner to Section 9-386 of the Sign Ordinance which only allows one (1) freestanding sign per frontage.

Applicant: Marc Swanson, Black Bear Diner

Section 9-386(c) of the Sign Ordinance is as follows:
No freestanding sign shall be nearer than two (2) feet to any building or other structure. Only one (1) freestanding sign shall be allowed per frontage unless the frontage is in excess of six hundred (600) feet, in which case one (1) sign shall be allowed for the first six hundred (600) feet and an additional sign shall be allowed for each additional six hundred (600) feet or less of frontage.

The Sign Ordinance defines a sign as follows:
Sign: Any object, announcement, declaration, demonstration, display, illustration, insignia, device, display or structure or part thereof situated outdoors in view of the general public that is used to advertise, identify, promote, display, direct or attract attention to or promote the interest of an object, person, institution, corporation, organization, business, product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination or projected images, whether illuminated or not, including, but not limited to, every billboard, wall sign, roof sign, projecting sign, ground sign, pole sign, window sign, changeable copy sign, temporary sign, portable sign or any other attention-getting device or other display whether affixed to a building or separate from a building.

Mr. Swanson is requesting a total of five (5) sculptures, which are considered freestanding signs by definition and as they are permanently anchored to the ground, in addition to the one (1) freestanding pole sign that is already located on the parcel.

It should also be noted that signs are prohibited from being located in the right-of-way. In looking at the site plan submitted, the Welcome Bear sculpture appears to be near the right-of-way of Tinker Diagonal. If this variance is approved, staff recommends that the Council prohibit any signs from being located in the right-of-way.

Other structures such as the Sooner Schooner outside of Billy Sims restaurant and a metal sculpture outside of an auto repair business on SE 15th Street were also considered freestanding signs and subject to the provision of the Sign Ordinance.

Attached is a letter from the applicant requesting the variance as well as pictures of the proposed signs and a site plan showing the locations of the proposed signs.

Action is at the discretion of the Council.

Action Required: Approve or reject the appeal to the sign ordinance for the property described as noted in this staff report.

Billy Harless, AICP
Community Development Director

KG



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

COUNCIL ACTION APPLICATION

Property Information

Location/Address of Property: 5661 Tinker Diagonal, Midwest City OK 73110
Legal Description: APN: 151396005

Applicant Information


Name: Marc Swanson	Company: Bear Tracks Holdings, LLC dba Black Bear Diner	
Mailing Address: 1880 Shasta St		
City: Redding	State: CA	Zip: 96001
Phone: 530-782-0324	Fax: 530-243-8934	Email: marc.swanson@blackbeardiner.com

Owner Information

Name: Robert Moore	Company: Midwest Black Bear, LLC	
Mailing Address: 6550 South Millrock Drive, Suite 200		
City: Salt Lake City	State: UT	Zip: 84121
Phone: 801-947-8300	Fax:	Email: rob.moore@cbcadvisors.com

Please describe the purpose of your appeal to an administrative decision made by a City official (you may provide an attachment if you would prefer). Please also attach any photos or other documentation to support your appeal.

We would like to install (1) 5' bear statue saluting the flag, (1) 10' welcome bear, (2) 5' military bears (1) airplane scene. Please see the attachments for installation locations and pictures.



 Signature 9/19/2017
 Date



Black Bear Diners, Inc.

1880 Shasta Street
Redding, CA 96001
(530) 243-2327

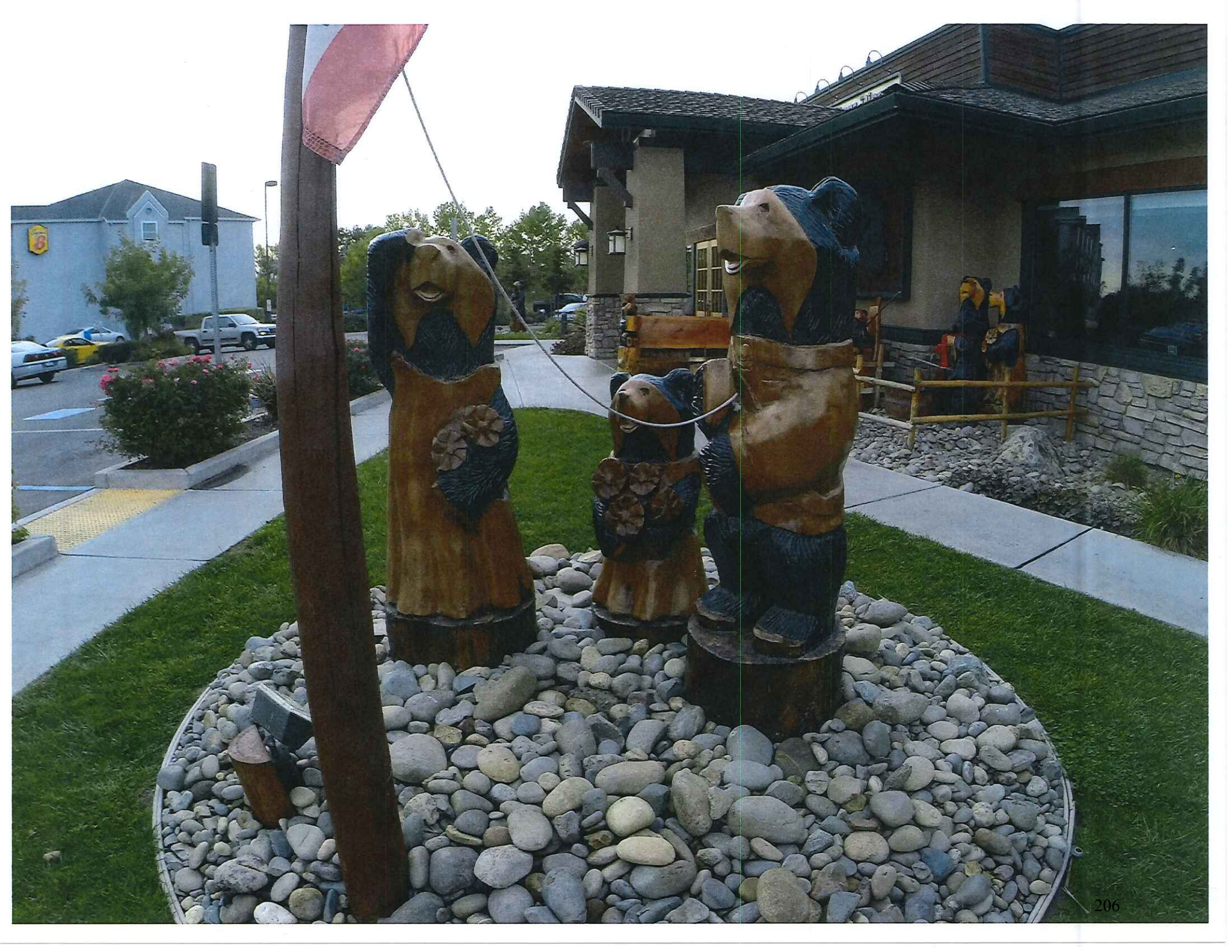
To Kellie Gilles,

We are asking for a variance so we may have bear statues on our property. We have over 100 diners in 8 states not counting Oklahoma, so far, and all of the Black Bear Diners have them. They don't serve as signs, they are a way to brand our diners so our customers know where they are and get a feel for who we are. Most of our bears are small, 5' and under, and our customers, especially the children, love them. In this particular location you won't be able to discern them from the road. Our pylon sign points the way to our diner but when you arrive our bears are there to greet you.

Each location has a different brand or theme of bear statues. In La Habra, California we have a beach bear scene where Papa bear is holding a boogie board, our Mama bear is wearing a bikini, and the two kiddie bears are holding sand castle tools. At your location in Midwest City we are going with an Air Force theme where we plan to have a carved fighter jet, a bear saluting a flag, a 10' welcome bear, and two air force bears. Our themed bears are based on the culture of the local area. If you have any other ideas that would work better based on your community we would love to hear about it. They haven't been carved yet so your thoughts would be appreciated.

Thank you for your time and consideration,

Marc Swanson
Black Bear Diner
Project Manager
530-782-0324





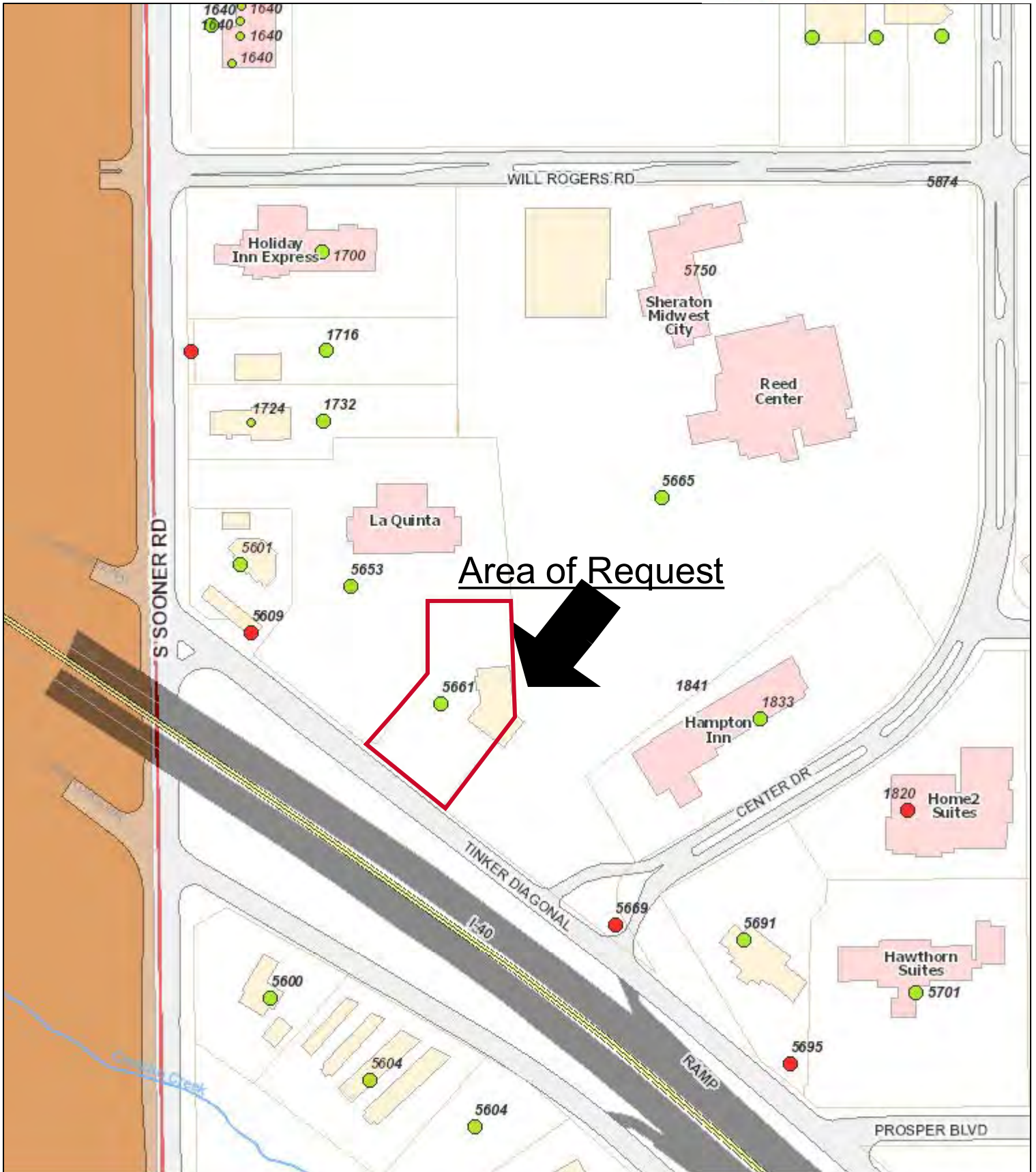
Black Bear
DINER
MAKING ONLY FRESHNESS OF
FARM TO FOOD





Black Bear Diner

1075



Area of Request



1 in = 200 ft
when printed actual size
on 8-1/2"x11" paper

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: October 24, 2017

Subject: (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 Council meeting.

As the Council is aware, this item was continued from the September 26, 2017 City Council meeting in order for the applicant and engineer to further study the drainage concerns brought to the Council's attention by the surrounding property owners. Staff has made attempts to reach out to the applicant's engineer to see if any additional information regarding the drainage is available for review. The applicant's engineer emailed staff on October 17 stating that the applicant does want to move forward with the rezoning request but no new information regarding the drainage is available at this time. The applicant's engineer requested to continue this item to the next Council meeting.

Action is at the discretion of the Council.

Billy Harless, AICP
Community Development Director

KG



The City of
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COMMUNITY DEVELOPMENT DEPARTMENT

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To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: October 24, 2017

Subject: (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 Council meeting.

Dates of Hearing: Planning Commission – September 5, 2017
City Council – September 26, 2016, October 24, 2017

Council Ward: Ward 2, Councilmember Pat Byrne

Owner/Applicant: David Lloyd

Engineer: Derek Jackson

Proposed Use: 8 single family residential lots

Size:

The area of request has a frontage along S. Post Rd. of approximately 165 ft and a depth of approximately 609 ft, containing an area of approximately 100,456.07 square feet, more or less.

Development Proposed by Comprehensive Plan:

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

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential and R-2F, Two Family Attached Residential
North – R-HD, High Density Residential
South and West – R-6 Single Family Detached Residential
East – R-6, Single Family Detached Residential and C-1, Restricted Commercial

Land Use:

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

Comprehensive Plan Citation:

Single-Family Detached (SFD) Land Use

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

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan. The PUD is subject to special review procedures within the PUD application and review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

- (A) Innovative land development
 - Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.
- (B) Flexibility within developments
 - Permit flexibility within the development to maximize the unique physical features of the particular site.
- (C) Efficient use of land
 - Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.
- (D) Function, design and diversity
 - Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.
- (E) Modifications to development requirements
 - Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. This property has been zoned residentially since the adoption of the 1986 Zoning Map and has never been platted.
2. The Planning Commission recommended approval of this item September 5, 2017.
3. The Council continued this item at the September 26, 2017 meeting.

Staff Comments:

Engineer's Report:

Water Supply and Distribution

A thirty six (36) inch public water main is located on the east side of Post Road in the street right-of-way extending along the east side of the area of request.

Public water line improvements are not required with this application. However, public water line improvements are proposed and will be a part of a preliminary plat application for the area of request.

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

Sanitary Sewer Collection and Disposal

An eight (8) inch public sewer main is located on the east side of Post Road in the street right-of-way extending along the east side of the area of request.

Public sewer line improvements are not required with this application. However, public sewer line improvements are proposed and will be a part of a preliminary plat application for the area of request.

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

Streets and Sidewalks

Access to the area of request is available from Post Road. Post Road is a five (5) lane, 65-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, Post Road has one hundred (100) feet of right-of-way adjacent to and parallel to the east side of the area of request. Buena Vista Drive is classified as a local street in the 2008 Comprehensive Plan.

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

Public street and sidewalk improvements are not required with this application. However, street and sidewalk improvements are proposed and will be a part of a preliminary plat application for the area of request.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is mainly from the east to the west via overland flow. Currently, the area of request is undeveloped. 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 as part of the preliminary plat application.

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

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

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

Easements and Right-of-Way.

No additional rights-of-way and/or easements are required with this application. All easement and right of requirements are addressed with the preliminary plat application.

Fire Marshal's Report:

The Fire Marshal has reviewed this request. At least one hydrant will be necessary on the proposed street. If the hydrant is placed near the dead-end, it must be an 8" line. The Fire Marshal would recommend that the hydrant be placed between proposed lots 3 and 4. All future development must meet chapter 15 of the municipal code.

Plan Review Comments:

The intention of the proposed Florence Estates PUD is to create an eight (8) home, single family residential subdivision.

The proposed PUD is governed by the R-6, Single Family Detached Residential Zoning District. No other uses are proposed within this request.

The Master Development Plan shows one proposed access point from South Post Road.

Within the PUD, the applicant is requesting several variances to the Zoning Ordinance and Subdivision Regulations. The variance requests are as follows:

Required lot depth – 100'
Requested lot depth – 80'

The proposed width of lots 2-8 exceed the minimum lot width required of 50' by at least 20'. As the lot sizes will still meet minimum requirements for the R-6 district, staff is agreeable to this request.

Required "J" drives or minimum 15' garage setback from building line
Requested – No "J" drives or garages setback 15' from the building line
Staff contacted the applicant's engineer on August 3 asking if the developer could comply with this requirement for at least half of the proposed lots due to the small size of the proposed development (8 lots). Staff explained that this requirement was added to the Zoning Ordinance based on the goal of quality development and a variety of housing types as listed in the Comprehensive Plan. After many conversations about this, applicant's engineer contacted staff on August 29 and stated that the applicant agrees to incorporate "J" drives or setback garages for four (4) of the proposed lots. Code requires that if setback garages are used that they be setback 15'. The applicant requests that 10' setback garages be allowed. As this meets the intent of the ordinance, staff is agreeable to this request.

Required - 25' front building line
Requested – 20' front building line
Staff is agreeable to this request. Other developments such as Timberridge have utilized 20' front building lines successfully.

There are two areas where the applicant is exceeding the requirements. As mentioned earlier, the applicant is proposing lot widths of 52.24' for lot 1, 72.50' for lots 2-7 and 93' for lot 8. The minimum lot width required is 50'. The applicant is also proposing a minimum house size of 1,700 square feet within the development. The minimum house size required by code is 1,200 square feet.

All other requirements of the Zoning Ordinance including lot coverage, rear yard setbacks, landscaping, and parking must be met.

The proposed lot sizes and rear setbacks are comparable to the Hunter's Glen Addition abutting the area of request to the south.

Action is at the discretion of the City Council.

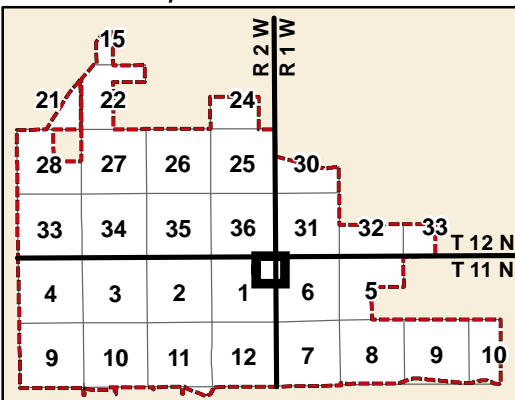
Action Required: Approve or reject the ordinance to redistrict to Planned Unit Development for the property as noted herein, subject to the staff comments and recommendations as found in the October 24, 2017 agenda packet and made a part of PC-1920 file.



Billy Harless, AICP
Community Development Director



Locator Map



**2015 DOP (AERIAL) VIEW FOR
PC-1920
(NE/4, Sec. 1, T11N, R2W)**

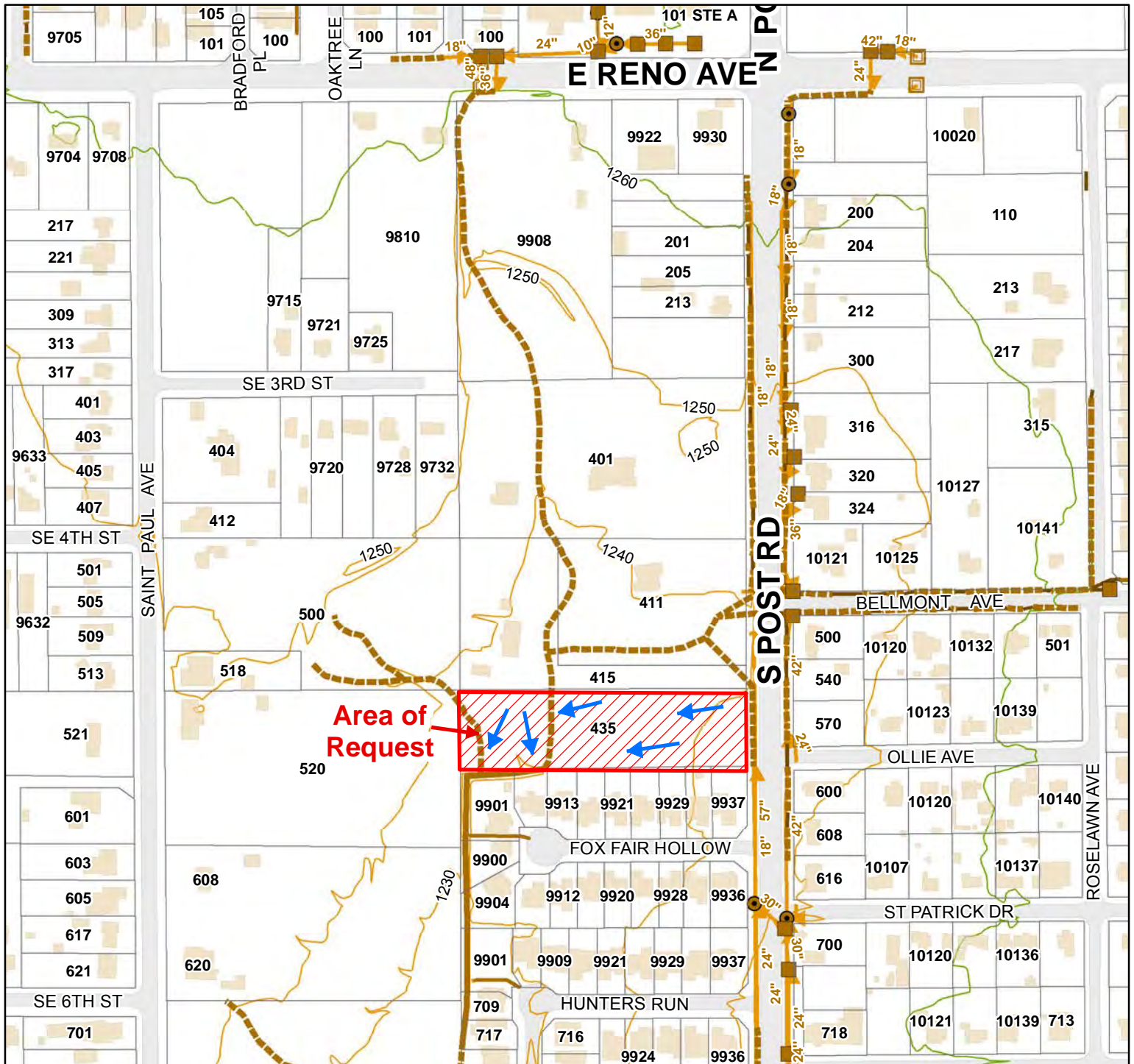


0 300 600 Feet

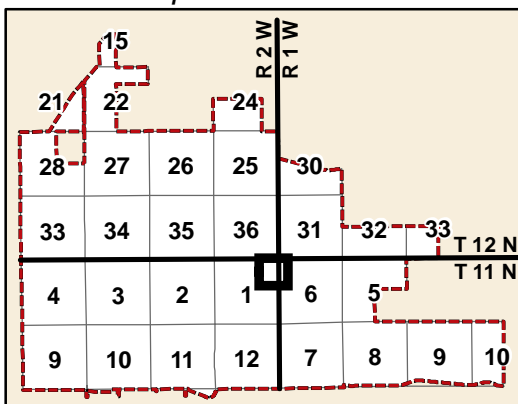


1 inch = 300 feet

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Locator Map

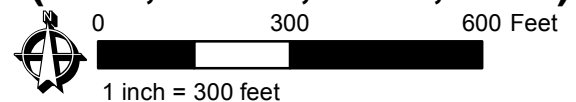


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

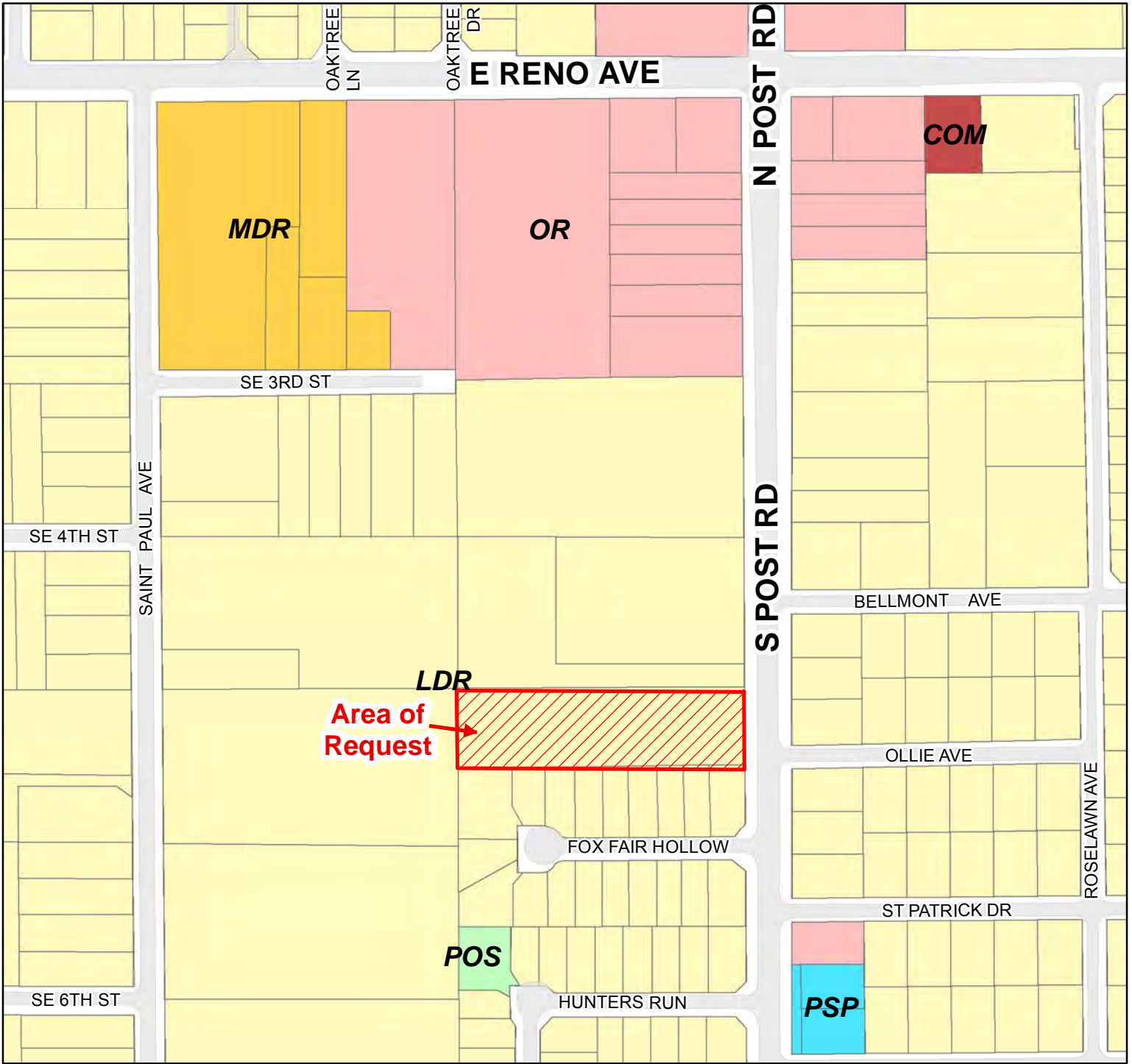
2009 FEMA Floodplains

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

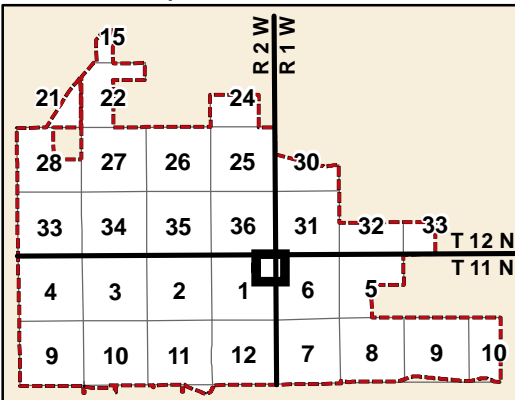
DRAINAGE LOCATION MAP FOR PC-1920 (NE/4, Sec. 1, T11N, R2W)













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Locator Map



Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-1920**

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



0 300 600 Feet

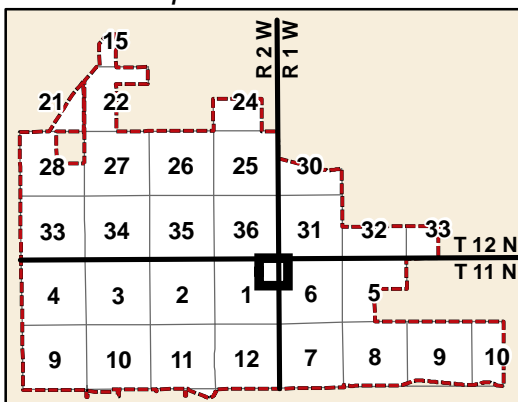


1 inch = 300 feet






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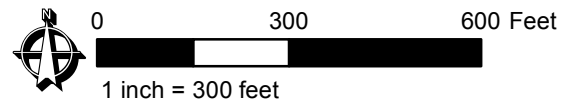
Locator Map



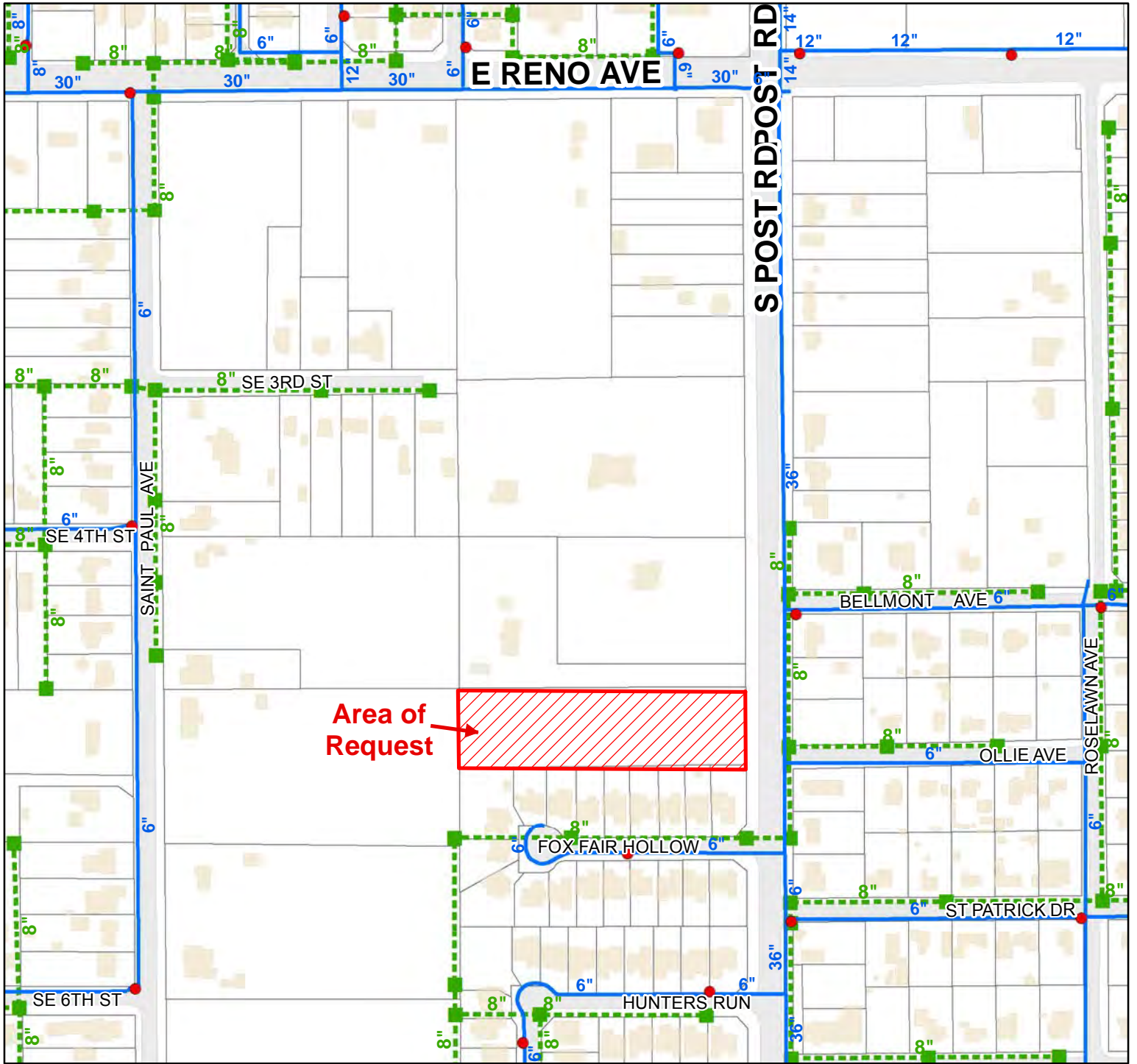
General Map Legend

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

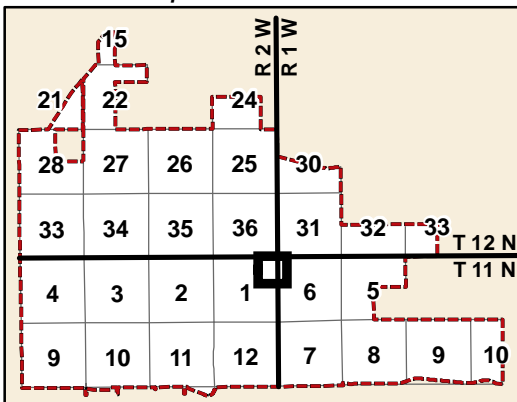
**GENERAL MAP FOR
PC-1920
(NE/4, Sec. 1, T11N, R2W)**



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Locator Map



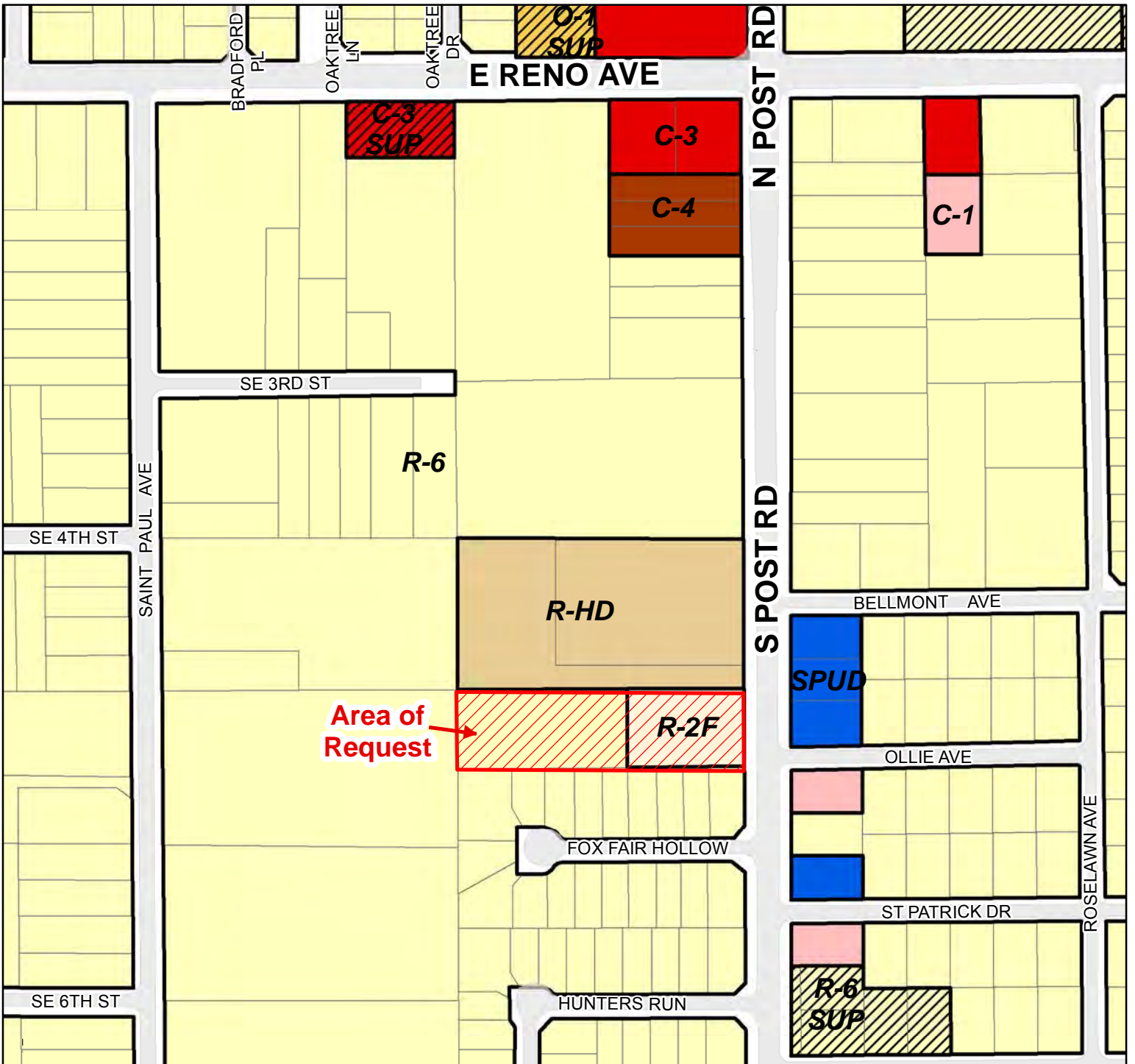
Water/Sewer Legend

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

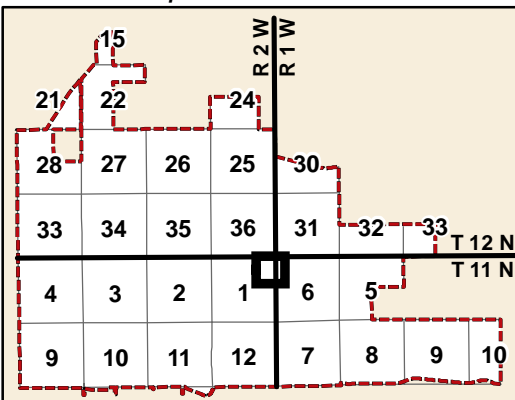
WATER/SEWER LINE LOCATION MAP FOR PC-1920 (NE/4, Sec. 1, T11N, R2W)

0 300 600 Feet
1 inch = 300 feet

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Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1920
(NE/4, Sec. 1, T11N, R2W)**



0 300 600 Feet



1 inch = 300 feet

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**THE CITY OF MIDWEST CITY
PLANNED UNIT DEVELOPMENT**

PUD- _____

DESIGN STATEMENT FOR FLORENCE ESTATES

JULY 30, 2017

PREPARED BY:

- * Derek Jackson
- * 5350 S. Western Ave., Suite 222
- * Oklahoma City, OK 73109
- * (405) 225-1978
- * *jj_engineering@att.net*

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SECTION 1.0 INTRODUCTION

The Planned Unit Development of Lloyd Estates consists of 2.49 acres more or less and is located on the West side of Post Road between SE 15th Street and Reno Avenue, in Midwest City. The property is further described as, a part of the Northeast Quarter of Section 1, Township 11 North, Range 1 West, Oklahoma County, Oklahoma.

SECTION 2.0 LEGAL DESCRIPTION

The legal description of the property contained within this Planned Unit Development is as follows:

Part of the Northeast Quarter, Section 1, Township 11 North Range 1 West of the I.M. Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of Section , Township 11 North Range 1 West, of the Indian Meridian, thence N89°23'53"E along the north line of said Southwest Quarter a distance of 50.00 feet; thence S00°08'45"W a distance of 30.00 feet to the Point of Beginning; thence N89°23'53"E a distance of 268.52 feet; thence S00°11'28"W a distance of 602.50 feet; thence S88°30'33"W a distance of 263.15 feet; thence N00°08'45"W a distance of 601.95 feet to the Point of Beginning, containing 2.31 acres more or less.

SECTION 3.0 OWNER/DEVELOPER

The owner and developer of this property described in Section 2.0 is HGL Construction.

SECTION 4.0 SITE AND SURROUNDING AREA

The subject property is presently undeveloped. The subject property is currently zoned R-6 "Single-Family Detached Residential District" and R-2F, "Two Family Attached Residential District". The site is bound on the west by a residential tract of land currently zoned, R-6 "Single Detached Family Residential; on the north by a residential tract of land currently zoned, R-HD, "High Density Residential District; to the South by Hunter's Glen Addition. Surrounding properties are zoned and used for:

North: R-HD District and used for Single Family Residential*.
East: R-6 District and used for Single Family Residential*.
South: R-6 District, Hunter's Glen Addition, an existing residential subdivision
West: R-6 District and used for Single Family Residential*

SECTION 5.0 PHYSICAL CHARACTERISTICS

The elevation of the subject property is 1,237' to 1,243' MSE and the slope analysis reveals approximately one-third of the runoff drains from the southeast to the northwest and the remaining runoff drains from the northeast to the southwest. The subject property has mostly sandy loam soils characteristics and the tree cover on the property is approximately 10%. This property is in the Soldier Creek drainage basin and there are 2.31 acres in the drainage area. None of the property is in the FEMA 100 year flood plain.

There is one common open space and natural resource areas in this Planned Unit Development, which are shown on the Master Development Plan.

SECTION 6.0 CONCEPT

The concept for this PUD is R-6 Single Family Residential. This Planned Unit Development proposes a development of 2.49 acres more or less of land consisting of eight (8) residential homes, which will be accomplished through the proposed zoning of R-6, "Single-Family Detached Residential District".

Each lot of the PUD will have a minimum of 6,000 square feet of land and a main single family residential structure of a minimum 1700 square foot that will be established by covenants and restrictions that will be subsequently filed following the platting of each section of the property. After construction of the single family residential structure an additional residential accessory structure may be constructed.

A common area of approximately 0.52 acres consisting of landscaped green space and the detention pond will be maintained by the homeowners association

All streets are proposed to be public streets.

SECTION 6.1 DEVELOPMENT AND SUBDIVISION VARIATIONS

The following represents variations to the R-6 single Family Residential base zoning district or other sections of the Midwest City Zoning Ordinance:

Required Minimum Lot Depth - 100'

Requested Minimum Lot Depth - 80'

Required Building Line 25'

Requested Building Line 20'

Required 'J' Drives or Minimum 15' Garage Setback from Building Line

Requested - No "J" Drive or Garage Setback

SECTION 7.0 SERVICE AVAILABILITY

7.1 STREETS

The proposed subdivision will be accessible only from S. Post Road, which has a right-of-way width of 100' and is to arterial street standards.

The proposed street in this Planned Unit Development shall be public and shall have right-of-way widths of fifty feet (50').

7.2 SANITARY SEWER

An eight inch sanitary sewer line is located along the east right-of-way of S. Post Road and southwest of the property along the west property line of Hunter's Glen Addition. Sanitary sewer facilities for this property will need to be extended from south of the property. Owner has acquired the necessary easement to extend the sanitary sewer to serve all the lots in the development.

7.3 WATER

Water facilities for this property are available. An thirty-six inch (36") water main is located along the east right-of-way of S. Post Road. Extension of the waterline to serve all of the proposed lots within the subdivision. The developer will connect to an existing twelve inch (12") water line south of the property

7.4 FIRE PROTECTION

The nearest fire station to this property is located at 7316 SE 15th Street approximately 2.0 miles to the southwest.

7.5 GAS SERVICE, ELECTRICAL SERVICE, AND TELEPHONE SERVICE

Proper coordination with the various utility companies will be made in conjunction with this development.

7.7 DRAINAGE

The property within this Planned Unit Development is not within a FEMA 100 year flood plain and the location of the FEMA 100 year flood plain is delineated on the Master Development Plan. A detention pond to manage stormwater runoff is proposed.

8.1 USE AND DEVELOPMENT REGULATIONS

The use and development regulations of the **R-6 Single Family Residential District** shall govern this PUD, except as herein modified, including accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable, unless otherwise noted herein.

9.1 LANDSCAPING REGULATIONS

The subject parcel shall meet all requirements of the City of Midwest City's Landscaping Ordinance in place at the time of development.

9.2 PLATTING REGULATIONS

All land within this PUD shall be contained within a final plat and any plat dedications shall be approved by the City Council prior to any occupancy permits being issued in the PUD.

9.3 DRAINAGE REGULATIONS

Development of this parcel will comply with the Midwest City Municipal Code.

9.4 ACCESS REGULATIONS

There shall be one access point from S. Post Road in this PUD.

Streets or driveways on adjacent property within 200 feet of this Planned Unit Development shall be shown on the Master Development Plan.

9.5 ROOFING REGULATIONS

Every structure in this PUD shall have a minimum 7:12 roof pitch..

9.6 COMMON AREAS

Maintenance of all common areas in the development and maintenance of all amenities located within the common areas shall be the responsibility of the homeowner association (HOMA). No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.

LEGAL DESCRIPTION:

Part of the Northeast Quarter of Section 1, Township 11 North, Range 2 West of the 1st, Oklahoma County, Oklahoma, being more particularly described as follows:
 Easting of the Northeast Quarter of the Northeast Quarter of Section 1, Township 11 North Range 2 West of the 1st North Meridian, being 2007.37' along the west line of the Northeast Quarter of Section 1, Township 11 North Range 2 West of the 1st North Meridian, a distance of 2007.37 feet to the Point of Beginning, thence S89°45'08"W a distance of 609.83 feet to the Point of Beginning, containing 3.31 acres more or less.

**MASTER DEVELOPMENT PLAN
 OF
 FLORENCE ESTATES
 A PART OF THE NE/4 OF SECTION 1, T1N, R2W, I.M.
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA**

LEGEND:

- B/L - BUILDING LIMIT LINE
- U/E - UTILITY EASEMENT
- D/E - DRAINAGE EASEMENT
- D/W OR D.C.W. - DRAINAGE AND UTILITY EASEMENT
- L/W OR L.C.W. - RIGHT OF WAY
- LONG WATER SERVICE CONNECTION
- SHORT WATER SERVICE CONNECTION

LINE DATA:

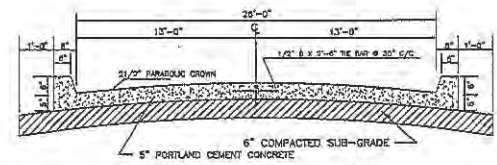
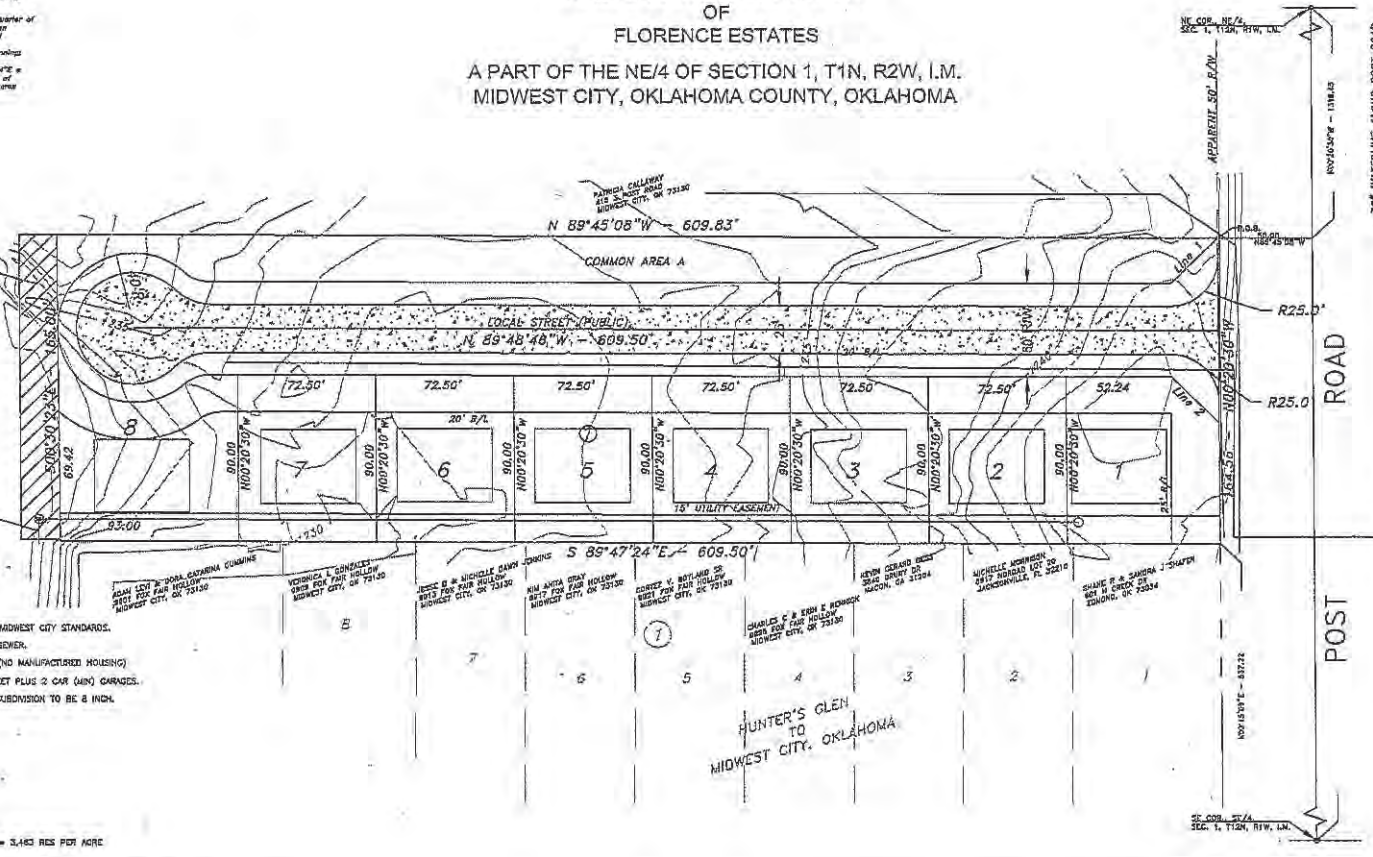
LINE NO.	LENGTH	ACRES
1	13.33	0.0000
2	38.53	0.0000
3	30.79	0.0000
4	30.79	0.0000

SSMH
 TR=1246.36'
 N FL=1237.33' 8" PVC
 E FL=1237.59' 8" PVC
 S FL=1237.29' 8" PVC



**LOCATION MAP
 NOT TO SCALE**

MASTER DEVELOPMENT PLAN OF FLORENCE ESTATES
Jackson & Jackson Engineering, Inc
 5260 S. Western Ave., Suite 222
 Oklahoma City, OK 73108
 Certificate of Authorization # 3770
 Expires June 30, 2018
 Phone: (405) 225-1378
 Fax: (405) 224-2887



TYPICAL SECTION 5" P.C. CONC. PAVING

- NOTES:**
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH MIDWEST CITY STANDARDS.
 - ALL LOTS TO BE SERVED WITH CITY WATER AND SEWER.
 - ALL RESIDENCES TO BE CONSTRUCTED ON SITE. (NO MANUFACTURED HOUSING)
 - HOUSES TO HAVE A MINIMUM OF 1700 SQUARE FEET PLUS 2 CAR (MIN) GARAGES.
 - WATER AND SANITARY SEWER MAINS WITHIN THE SUBDIVISION TO BE 8 INCH.

DRAWN BY:
 JCL CONSTRUCTION
 2000 S. DOUGLASS BLVD
 MIDWEST CITY, OK 73130
 PHONE: (405) 737-7588 FAX: 859-4995

SURVEYOR:
 JVDEN AND COMPANY
 13501 EASTON AVENUE
 OKLAHOMA CITY, OK 73121
 OK #4151 - EXPIRES JUNE 30, 2018

DENSITY:
 8 SINGLE FAMILY RESIDENCES ON 2.31 ACRES = 3.463 RES PER ACRE

PAVING:
 APPROX. 615 LF OF P.C. CONCRETE PAVING

RECREATIONAL AREAS:
 COMMON AREA A IS FOR STORM WATER RETENTION AS WELL AS A POSSIBLE RECREATIONAL AREA. (APPROXIMATELY 0.32 ACRES)

SCHOOL DISTRICT:
 CHOCTAW-MICOGMA PARK

CERTIFICATE OF SURVEYOR

I, TRACY JVDEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, AND THAT THIS FINAL PLAN OF FLORENCE ESTATES, AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, CONSISTING OF ONE SHEET, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2018, AND THAT ALL MEASUREMENTS SHOWN THEREON ACTUALLY EXIST AND THAT THE POSITIONS ARE CORRECTLY SHOWN. THAT THIS SURVEY MEETS THE OKLAHOMA JURISDICTION REQUIREMENTS FOR THE PRACTICE OF LAND SURVEYING AS DIRECTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS AND THAT SAID FINAL PLAN COMPLIES WITH THE REQUIREMENTS OF TITLE 18, SECTION 41-104 OF THE OKLAHOMA STATE STATUTES.

STATE OF OKLAHOMA, ss.
 COUNTY OF OKLAHOMA, ss.
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TRACY JVDEN, TO ME KNOWN TO BE THE PERSONAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON THE _____ DAY OF _____, 2018.
 MY COMMISSION EXPIRES _____

TRACY JVDEN, REGISTERED LAND SURVEYOR & _____
 ROBERT FIDELL

1 **PC-1920**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT,**
5 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
6 **REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT;**
7 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 SECTION 1. That the zoning district of the following described property is hereby reclassified
11 to PUD, Planned Unit Development, subject to the conditions contained in the PC-1920 file, and
12 that the official Zoning District Map shall be amended to reflect the reclassification of the prop-
13 erty's zoning district as specified in this ordinance:

14 Part of the NE/4 of Section 1, T11N, R1W, of the Indian Meridian, Oklahoma County,
15 Oklahoma, being more particularly described as follows:

16 Commencing at the NE/C of the NE/4 of Section 1, T11N, R1W, of the Indian Meridian
17 Thence S 00°20'30" E along the east line of said NE/4 a distance of 1,316.45 feet;
18 Thence N 89°45'08" W a distance of 50 feet to the Point of Beginning;
19 Thence N 89°45'08" W a distance of 609.83 feet;
20 Thence S00°30'23" E a distance of 165.00 feet;
21 Thence S89°47'24" E a distance of 609.50 feet;
22 Thence N00°20'30" W a distance of 164.56 feet to the Point of Beginning, containing
23 2.31 acres more or less.

24 SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are here-
25 by repealed.

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

29 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
on the _____ day of _____, 2017.

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THE CITY OF MIDWEST CITY, OKLA-
HOMA

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



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
Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Chairman and Planning Commission

From: Billy Harless, Community Development Director

Date: October 24, 2017

Subject: (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.

Executive Summary: The City Council took no action on the PUD zoning request at the September 26 meeting in order for the applicant to work with staff on the drainage issues. Because the zoning has not been approved, the preliminary plat application will need to be tabled until the November 28, 2017 City Council meeting. The zoning amendment is necessary in order to move forward with the preliminary plat. The Planning Commission tabled this item until the November 7, 2017 Planning Commission meeting. The applicant has requested a waiver to the 60-Day Action required by the Planning Commission.



Dates of Hearing: Planning Commission – October 3, 2017
November 7, 2017
City Council – October 24, 2017
November 28, 2017

Owner/Applicant: David Lloyd

Engineer: Derek Jackson

Proposed Use: 8 single family residential lots

Section 38-18.4 Approval Action by the Planning Commission

(A) The Commission shall:

- (1) Review the Preliminary Plat Application, the findings of the Director of Community Development and any other information available.
 - a. From all such information, the Commission shall determine whether the Preliminary Plat conforms to the regulations of this Subdivision Ordinance
- (2) Act within sixty (60) calendar days following the Official Filing Date of the Preliminary Plat Application, unless the Applicant submits a Waiver of Right to 60-Day Action.
 - a. If no decision is rendered by the Commission within the sixty (60) day period described above or such longer period as may have been agreed upon, the Preliminary Plat, as submitted, shall be deemed approved by the Commission.
- (3) Take one of the following actions:
 - a. Approve the Preliminary Plat
 - b. Approve the Preliminary Plat with conditions, which shall mean that the Preliminary Plat shall be considered to have been approved once such conditions are fulfilled; or
 - c. Deny the Preliminary Plat

The official filing date of this application was September 1, 2017. The sixty (60) day period will expire on October 31, 2017 which means the Planning Commission must take action on the Preliminary Plat by October 31, 2017 or it will be deemed approved. The zoning amendment that sets forth the layout and design of the subdivision was heard by the City Council on September 26, 2017. The Council had concerns regarding the drainage on this property and how the development might affect surrounding properties so they took no action on the item and asked the developer to work with staff on a solution and bring it back to the Council on October 24, 2017. If the zoning is approved at that time, the Preliminary Plat will need to be reviewed by the Planning Commission and City Council. Because of the 60-Day Action required by the Subdivision Regulations, the Preliminary Plat will automatically become approved on October 31, 2017, before the Planning Commission has a chance to review it at their regular November 7 meeting.

The applicant has submitted a Waiver of Right to 60-Day Action in order for the zoning to be re-heard by the City Council on October 24, 2017. The Preliminary Plat will be on the November 7, 2017 Planning Commission agenda and the November 28, 2017 City Council agenda and staff's recommendation will be contingent upon whether or not the zoning amendment was approved or denied.

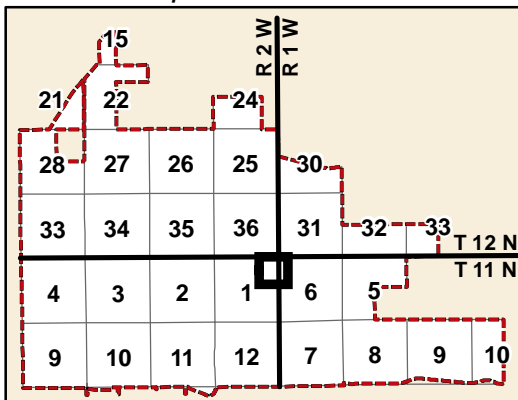


Billy Harless, AICP
Community Development Director






KG



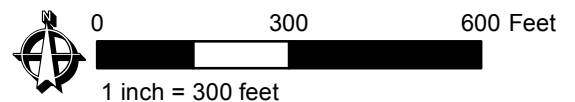
Locator Map



General Map Legend

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

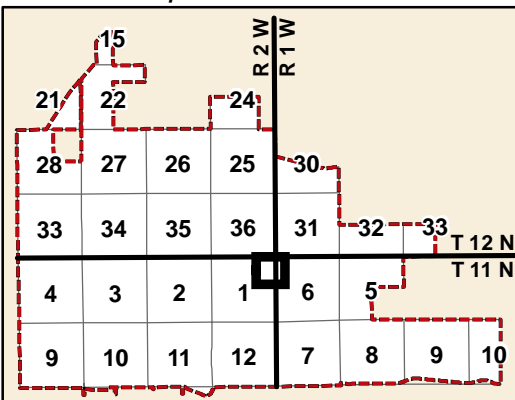
**GENERAL MAP FOR
PC-1924
(NE/4, Sec. 1, T11N, R2W)**



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Locator Map



**2015 DOP (AERIAL) VIEW FOR
PC-1924
(NE/4, Sec. 1, T11N, R2W)**

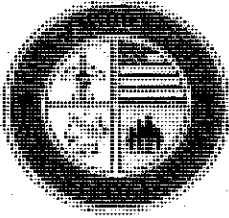


0 300 600 Feet



1 inch = 300 feet

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The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

Petition for Waiver to Subdivision Improvement
Application Form

Address/Location of Requested Waiver: 400 Block of S. Post Road

Legal Description: Lot _____ Block _____ Subdivision Florence Estates (proposed)

Applicant: David Lloyd Email Address dlloyd@hglconstruction.com

Applicant Company: HGL Construction Telephone Number 869-4994

Address 2000 S. Douglas Boulevard Zip Code 73130

Property Owner HGL Construction Telephone Number 869-4994

Address 2000 S. Douglas Boulevard Zip Code 73130

REQUESTED WAIVER: 60-Day Action by the Planning commission

APPLICABLE CONDITIONS:

- 1. Improvements are part of an upcoming City project.
- 2. The Plat or Lot(s) to be developed contain(s) only partial or isolated improvements and the proposed improvements will not tie to existing improvements.
- 3. Special conditions applicable to the property exist related to its location.

*Please explain the special conditions and how they apply:
The zoning has not been approved.

I have read the attached the Midwest City Petition for Subdivision Waivers Information Sheet of request this waiver be granted. Applicant understands that if a waiver is issued, then all provisions of the City ordinances and state laws must be complied with whether herein specified or not. This approval does not permit the violation of any city ordinance or state law.

David Lloyd
 Signature of Applicant/Owner

September 27, 2017
 Date

Mail, Fax, Email, or Hand Deliver to:
 Patrick Menefee, P.E., City Engineer
 Email Address pmenefee@midwestcityok.org

LEGAL DESCRIPTION:

Part of the Northeast Quarter of Section 1, Township 11 North Range 1 West of the 1st. Oklahoma County, Oklahoma, being more particularly described as follows:
Commencing at the Northeast Corner of the Northeast Quarter of Section 1, Township 11 North Range 1 West of the 1st. Oklahoma County, Oklahoma, thence S00°00'00"W along the east line of said Northeast Quarter a distance of 20 feet to the Point of Beginning; thence S89°45'08"W a distance of 609.83 feet; thence S00°00'00"E a distance of 165.00 feet; thence S89°45'08"W a distance of 609.83 feet; thence S00°00'00"E a distance of 165.00 feet; thence S89°45'08"W a distance of 609.83 feet to the Point of Beginning, enclosing 2.31 acres more or less.

**PRELIMINARY PLAT
OF
FLORENCE ESTATES
A PART OF THE NE/4 OF SECTION 1, T11N, R2W, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA**

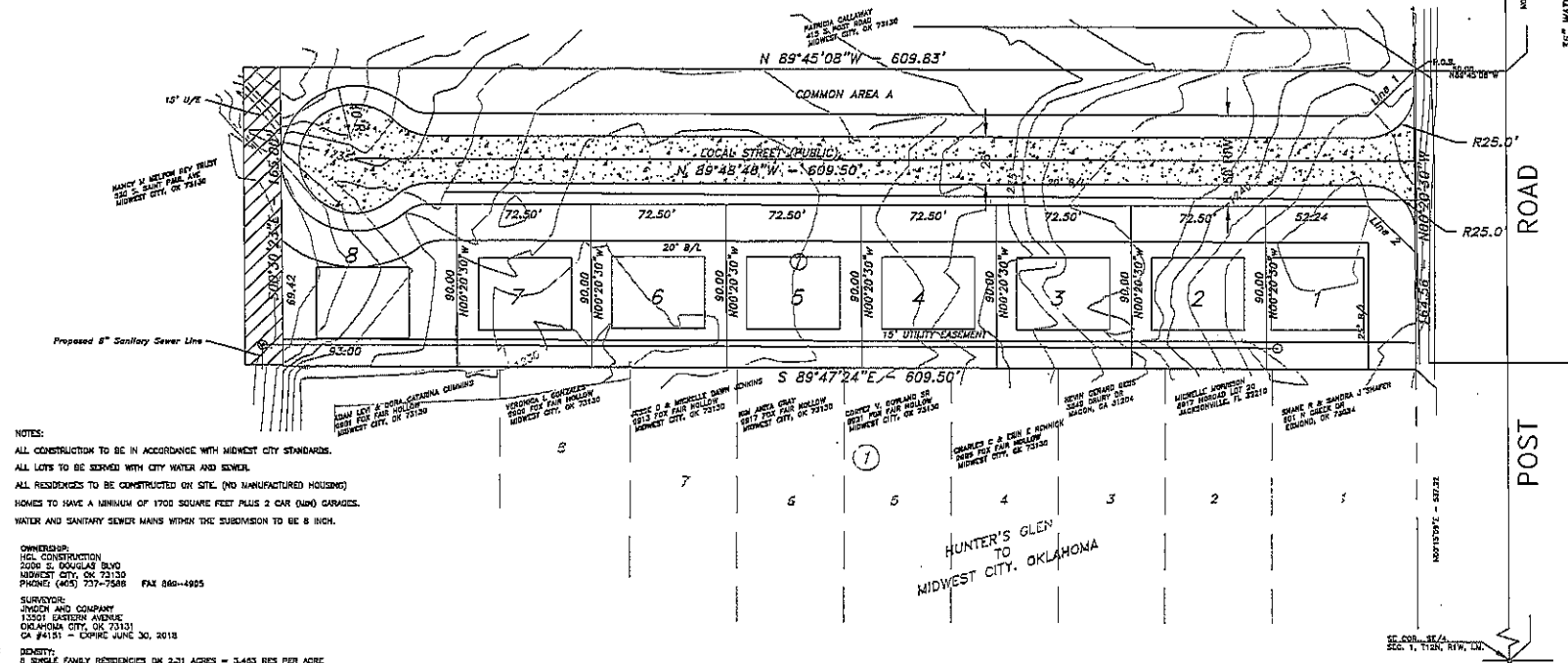
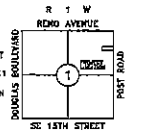
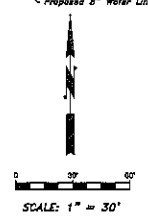
LEGEND:

- B/L - BUILDING LIMIT LINE
- U/E - UTILITY EASEMENT
- D/E - DRAINAGE EASEMENT
- DMU/E - DRAINAGE AND UTILITY EASEMENT
- R/W OR S.O.W. - RIGHT OF WAY
- LONG WATER SERVICE CONNECTION
- SHORT WATER SERVICE CONNECTION

LINE DATA:

LINE NO.	LENGTH	BEARING
1	35.00	N45°00'00"E
2	35.00	S45°00'00"E
3	35.00	S00°00'00"E
4	35.00	N45°00'00"E

SSMH
TR=1246.35'
H FL=1237.33' 8" PVC
S FL=1237.29' 8" PVC
S FL=1237.29' 8" PVC



NOTES:
ALL CONSTRUCTION TO BE IN ACCORDANCE WITH MIDWEST CITY STANDARDS.
ALL LOTS TO BE SERVED WITH CITY WATER AND SEWER.
ALL RESIDENCES TO BE CONSTRUCTED ON SITE (NO MANUFACTURED HOUSING).
HOMES TO HAVE A MINIMUM OF 1700 SQUARE FEET PLUS 2 CAR (MIN) GARAGES.
WATER AND SANITARY SEWER MAINS WITHIN THE SUBDIVISION TO BE 8 INCH.

OWNER/DEVELOPER:
HCL CONSTRUCTION
2008 S. DOUGLAS BLVD
MIDWEST CITY, OK 73120
PHONE: (405) 737-7588 FAX: 866-4825

SURVEYOR:
JUNCO AND COMPANY
13021 EASTERN AVENUE
OKLAHOMA CITY, OK 73131
OK #41151 - EXPIRES JUNE 30, 2018

DENSITY:
8 SINGLE FAMILY RESIDENCES ON 2.31 ACRES = 3.465 RES PER ACRE

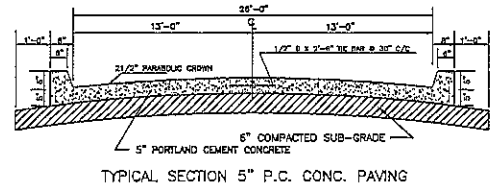
PAVING:
APPROX. 810 LF OF PG CONCRETE PAVING

RECREATIONAL AREAS:
COMMON AREA A IS FOR STORM WATER DETENTION AS WELL AS A POSSIBLE RECREATIONAL AREA (APPROXIMATELY 0.52 ACRES)

SCHOOL DISTRICT:
GROESBECK-MIDCITY PARK

CERTIFICATE OF SURVEYOR
I, TRACY JENSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA AND THAT THE FINAL PLAT OF FLORENCE ESTATES, AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, CONSISTING OF THE SHEET, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE DAY OF _____, 2018, AND THAT ALL ELEMENTS SHOWN THEREON ACCURATELY REPRESENT THE ACTUAL SURVEY. I HEREBY CERTIFY THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 8, SECTION 41-105 OF THE OKLAHOMA STATE STATUTES.

STATE OF OKLAHOMA S.E.
COUNTY OF OKLAHOMA S.E.
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TRACY JENSEN, WHO IS KNOWN TO ME TO BE THE PERSONAL OWNER, WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON THE _____ DAY OF _____, 2018.
MY COMMISSION EXPIRES: _____
#04974 PLS



TYPICAL SECTION 5" P.C. CONC. PAVING

PRELIMINARY PLAN FLORENCE ESTATES
JACKSON & JACKSON Engineering, Inc
6860 S. Western Ave., Suite 222
Oklahoma City, OK 73109
Curtis House Of Architecture, # 3770
Expire's June 30, 2018
Phone: (405) 225-1078
Fax: (405) 274-8957
7-28-2017



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: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: October 24, 2017

Subject: (PC – 1921) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Residential for the property described as Lot 1, Block 4 of the Traub Addition, addressed as 702 Foster Place.

Executive Summary

This is a request to rezone a single parcel to a duplex. In the late 1970's permits were issued by the City of Midwest City to add-on a separate living area, bedroom, bathroom and kitchen to the existing dwelling unit. The unit has been used as a duplex in the past. The current owner of the parcel was not the owner of the property when the renovations were done and is making this request so that the zoning matches the existing characteristics of the structure. The building inspector visited the site and there are a few items that need to be updated which are listed further in this report. If this request is approved those items must be permitted and approved by the City prior to the applicant selling the property and prior to the City issuing a separate address for the second dwelling unit. Staff recommends approval as this structure has been used as a duplex in the past without proper zoning and could continue to be in the future due to the permitted addition. If this request is approved, the City can ensure that the structure is brought up to

code prior to it being occupied as a duplex in the future.



Dates of Hearing: Planning Commission – October 3, 2017
City Council – October 24, 2017

Owner/Applicant: David Unklesbay

Proposed Use: Duplex – One structure, Two dwelling units

Size:

The area of request has a frontage along Foster Pl. of 60' and a depth of 135', containing an area of approximately 8100 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – LDR, Low Density Residential
North and East – LDR, Low Density Residential
West – PSP, Public/Semi-Public
South – MDR, Medium Density Residential

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential
North and East – R-6, Single Family Detached Residential
West – C-3, Community Commercial with a Special Use Permit
South – R-HD, High Density Residential

Land Use:

Area of Request – existing duplex
North and East – single family residences
South – duplexes
West – Rose State College parking lot

Comprehensive Plan Citation:

Medium Density Residential Land Use

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

Municipal Code Citation:

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

2.8.1 General Description

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

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

History:

1. This area was zoned single family residential with the adoption of the 1985 and the 2010 Zoning Ordinances.
2. The Planning Commission recommended approval of this request on October 3, 2017.

Staff Comments:

Engineering Comments:

Note: This application is for a zoning change to an existing development that meets current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A six (6) inch public water main is located on the north side of Foster Place in the street right-of-way extending along the north side of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated fifteen (15) foot public utility easement located along the west side of the area of request.

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

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

Streets and Sidewalks

Access to the area of request is available from Foster Place. Foster Place is classified as a local street in the 2008 Comprehensive Plan. Foster Place is 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 a local street and presently, Foster Place has fifty (50) feet of right-of-way adjacent to and parallel to the north side of the area of request.

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

Street improvements are not required with this application.

Sidewalk improvements are not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the east to the west. Currently, the area of request is developed with a residence. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

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

Planning Comments:

In December of 1977, a permit was issued to add a second kitchen and an additional bedroom and bathroom. The property has been used as a duplex in the past and the applicant is requesting the change in zoning so that the zoning adequately reflects the type of structure that exists on the lot.

No additions or renovations are proposed by the applicant at this time. The applicant is planning to sell the property in the near future.

On September 20, 2017 Building Inspector Kevin Brown inspected the existing structure. Mr. Brown found a few items that must be addressed for this to be a code compliant duplex. Currently, the two living spaces are separated by a door. The door must be eliminated and replaced with a one hour fire rated wall. The electric service must be separated in order for the occupants of each dwelling unit to have access to their own breakers. Both dwelling units must have tempered water and a heat source capable of 68 degrees. Address numbers will be required for both dwelling units must be displayed in plain sight. All structural and trade work performed on the structure to come into code compliance must be permitted and inspected by the City. A complete letter from the building inspector is included in the agenda packet. At the October 3 Planning Commission, the applicant stated that there are currently two (2) hot water tanks, one for each dwelling unit.

Staff would recommend that permits for required work be pulled and inspections be completed prior to anyone inhabiting either of the dwelling units. The structure is currently unoccupied and the applicant plans to put it up for sale. Staff has asked Midwest City Customer Service Supervisor Susan Mullendore to put a hold on transferring services to a new owner until the appropriate permits and inspections have been done as required by the building inspector. The Community Development Department will also not issue a separate address for the second dwelling unit until the required work has been permitted and approved.

As the structure was permitted to be converted to a duplex many years ago and has been used as such in the past, staff recommends approval of this request. Approval of this request will ensure that the structure is brought up to code prior to it being occupied as a duplex in the future. It should be noted that staff would not normally recommend approval of R-2F zoning surrounded by R-6 zoning, however, in this case since the house was permitted and converted into a duplex and has been used as such, staff feels like amending the zoning for this property will ensure that it is brought up to current code to ensure safety of the future occupants.

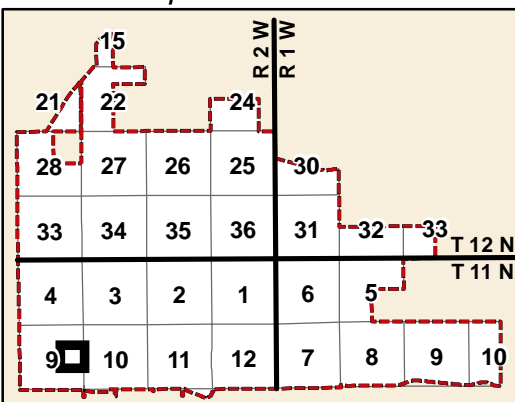
Action Required: Approve or reject the ordinance to rezone to R2-F, Two Family Residential and the resolution to amend the Comprehensive Plan to MDR, Medium Density Residential for the property as noted herein, subject to the staff comments and recommendations as found in the October 24, 2017, agenda packet, and as noted in PC – 1921 file.



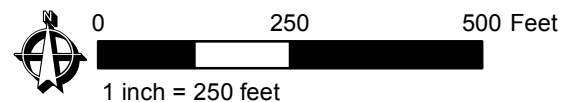
Billy Harless, AICP
Community Development Director
KG



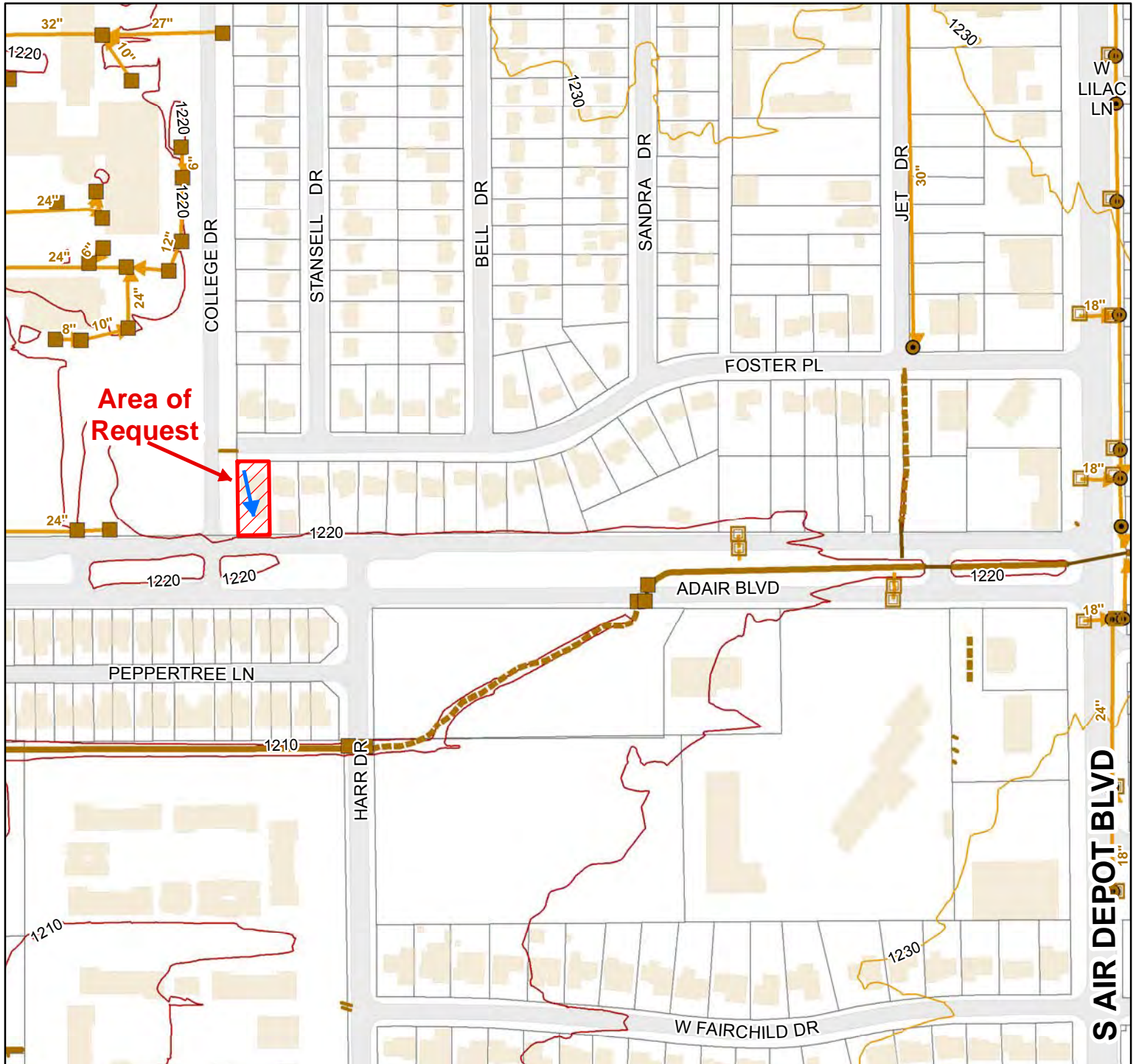
Locator Map



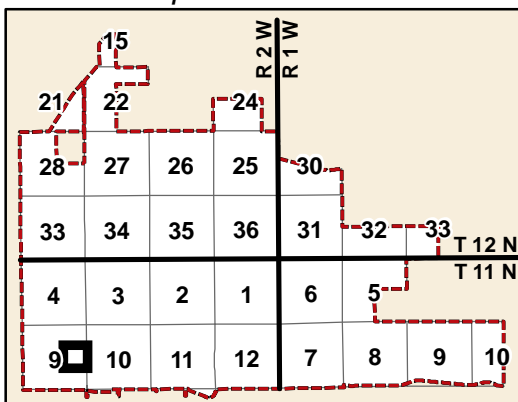
**2015 DOP (AERIAL) VIEW FOR
PC-1921
(NE/4, Sec. 9, T11N, R2W)**















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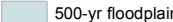
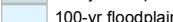
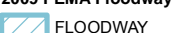


Locator Map



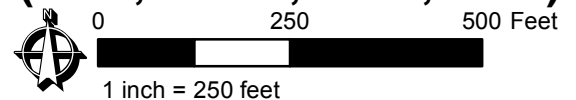
- Drainage Legend**
-  Curb Inlets
 -  Inlets
 -  Junction Box
 -  Culverts
 -  Flumes
 -  Developed Channels
 -  Trickle Channels
 -  Undeveloped Channels
 -  Storm Lines
 -  Creeks
- ELEVATION**
-  1166-1204 ft
 -  1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

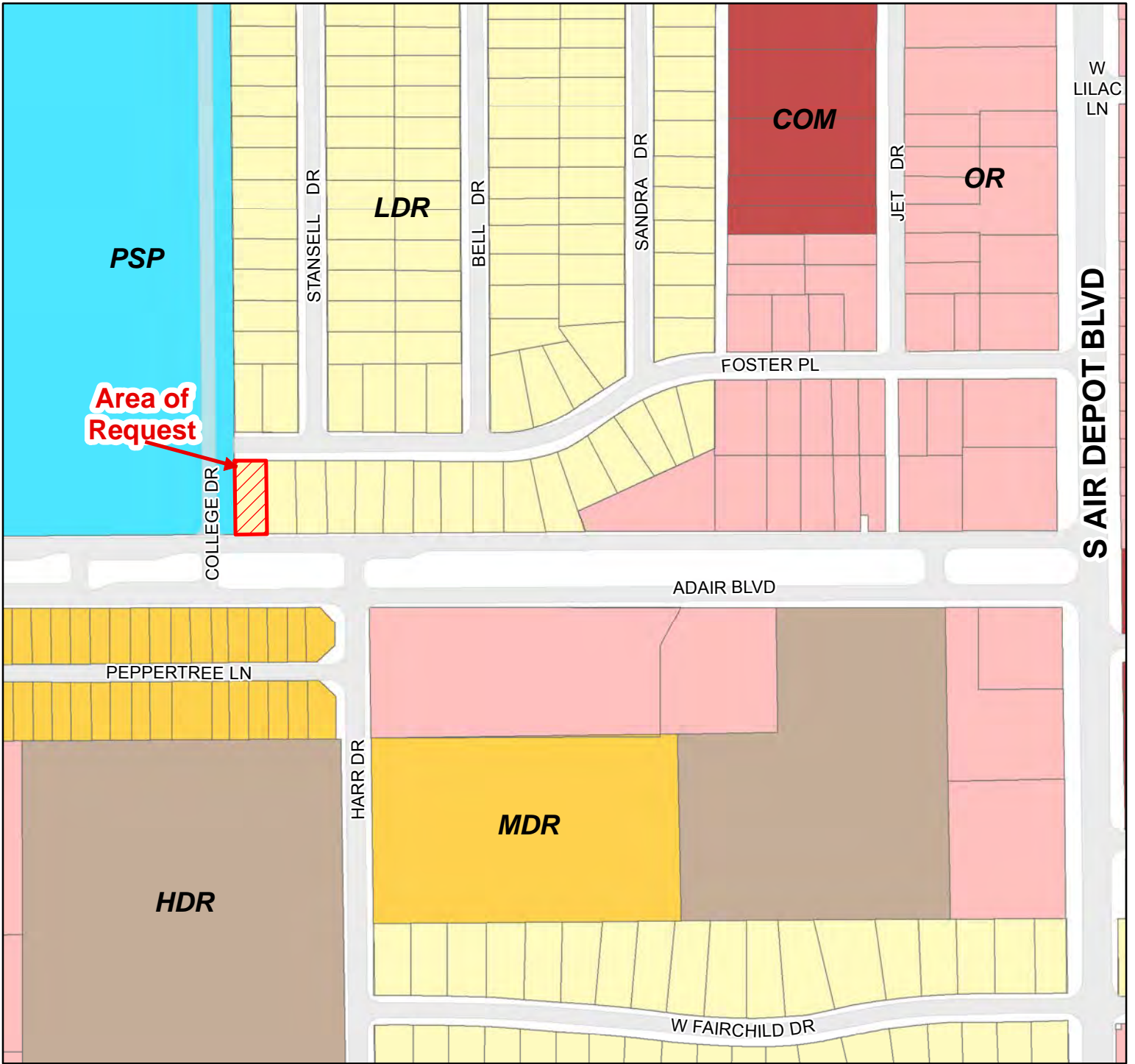
-  500-yr floodplain
-  100-yr floodplain
- 2009 FEMA Floodway**
-  FLOODWAY

DRAINAGE LOCATION MAP FOR PC-1921

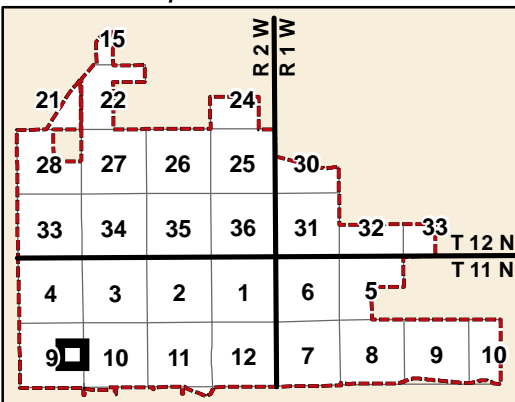
(NE/4, Sec. 9, T11N, R2W)



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Locator Map

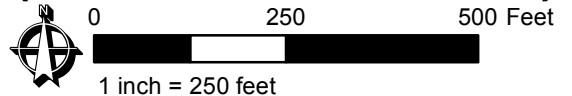


Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-1921**

(NE/4, Sec. 9, T11N, R2W)

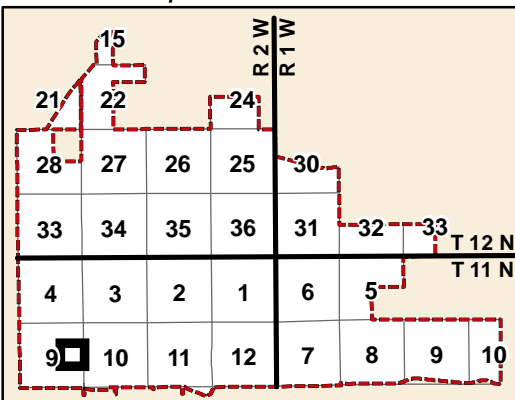


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



Area of Request

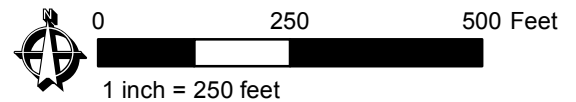
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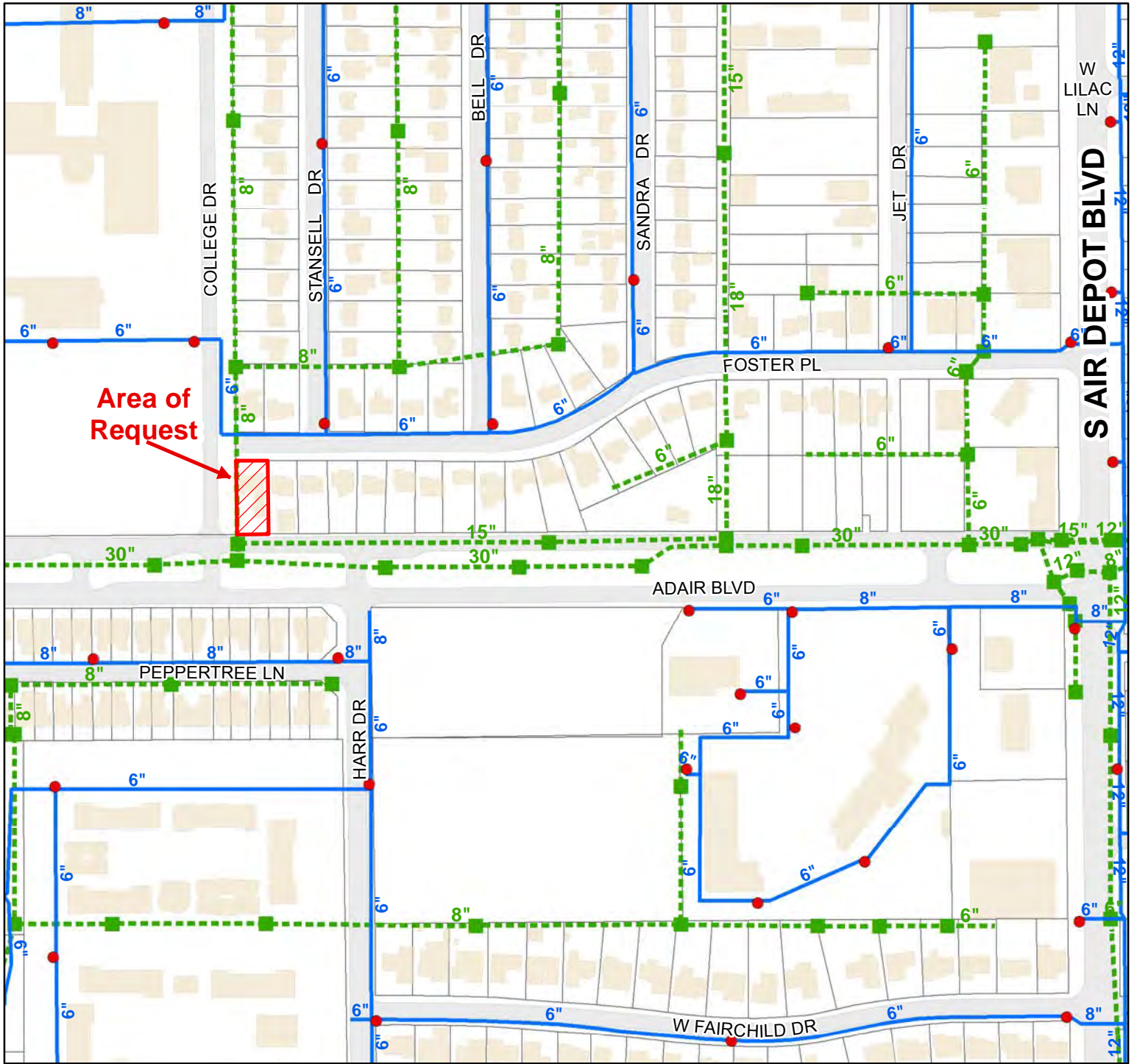
General Map Legend

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

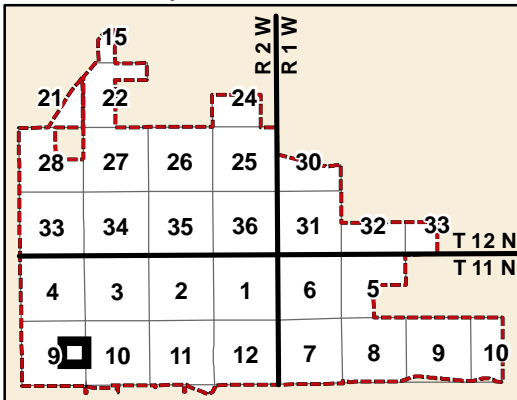
GENERAL MAP FOR
PC-1921
(NE/4, Sec. 9, T11N, R2W)



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Locator Map



Water/Sewer Legend

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

WATER/SEWER LINE LOCATION MAP FOR PC-1921 (NE/4, Sec. 9, T11N, R2W)

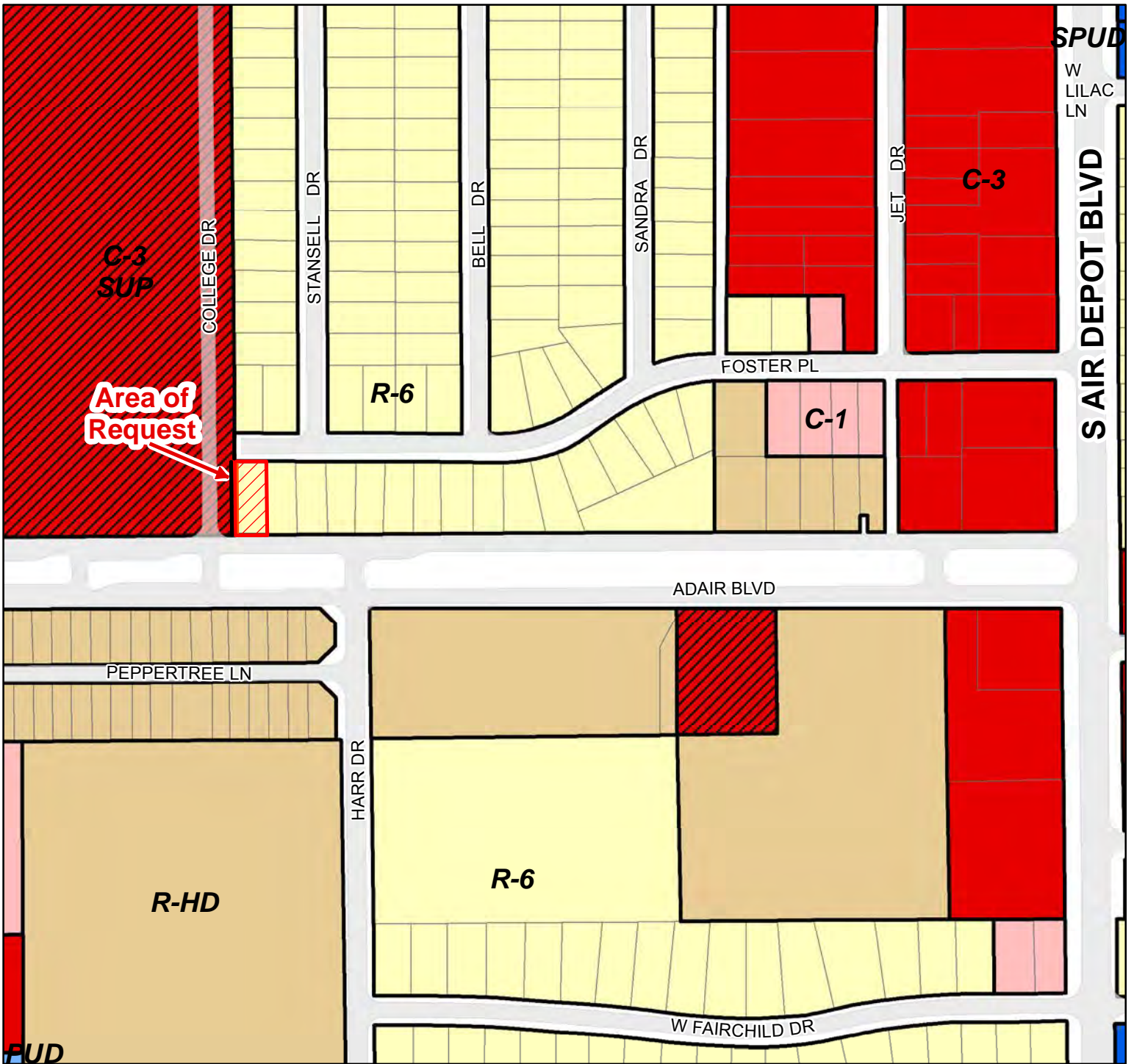


0 250 500 Feet

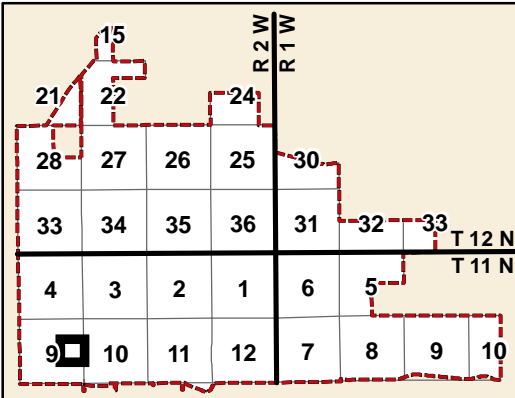


1 inch = 250 feet

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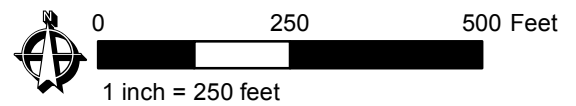
Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-1921 (NE/4, Sec. 9, T11N, R2W)



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1 **PC-1921**

2 **ORDINANCE NO. _____**

3
4 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
5 **DESCRIBED IN THIS ORDINANCE TO R-2F, TWO FAMILY ATTACHED RESIDEN-**
6 **TIAL, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT**
7 **MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING**
8 **DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 SECTION 1. That the zoning district of the following described property is hereby reclassified
12 to R-2F, Two Family Attached Residential, subject to the conditions contained in the PC-1921
13 file, and that the official Zoning District Map shall be amended to reflect the reclassification of
14 the property’s zoning district as specified in this ordinance:

15 Lot 1, Block 4 of the Traub Addition located in the NE/4 of Section 9, T-11-N, R-2-W, of
16 the Indian Meridian, Oklahoma County, Oklahoma.

17 SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are here-
18 by repealed.

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

22 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
23 on the _____ day of _____, 2017.

24 THE CITY OF MIDWEST CITY, OKLA-
25 HOMA

26 _____
27 MATTHEW D. DUKES II, Mayor

28 ATTEST:

29 _____
30 SARA HANCOCK, City Clerk

31 APPROVED as to form and legality this _____ day of _____, 2017.

32 _____
33 PHILIP W. ANDERSON, City Attorney

RESOLUTION NO. 2017-_____

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM LDR, LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as LDR:

Lot 1, Block 4 of Leisure Living Estates located in the NE/4 of Section 9, T-11-N, R-2-W of the Indian Meridian, Oklahoma County, Oklahoma.

WHEREAS, it is the desire of the Midwest City Council to amend the classification of the referenced property to Medium Density Residential;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Medium Density Residential on the 2008 Comprehensive Plan Map.

PASSED AND APPROVED by the 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



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

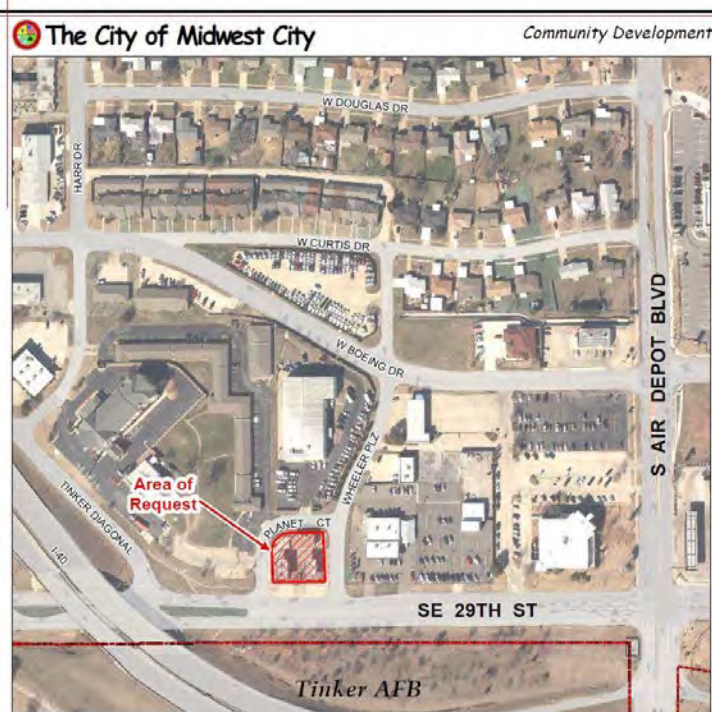
From: Billy Harless, Community Development Director

Date: October 24, 2017

Subject: (PC-1922) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial, to SPUD, Simplified Planned Unit Development governed by the C-3, Community Commercial for the property described as Block 4 of the Kuhlman Addition and addressed as 6825 SE 29th Street.

Executive Summary:

With this request, the applicant plans to demolish the existing building on the site and build a new structure for Johnnie's Express. Due to the nature of the site, being small and surrounded by streets on all four (4) sides, the applicant needs to request several variances to accommodate the building, parking and landscaping. The variances are listed further under the planning comments. No new engineering improvements are required with this application. Staff recommends approval.



Dates of Hearing: Planning Commission – October 3, 2017
City Council - October 24, 2017

Council Ward: Ward 1,
Councilmember Susan Eades

Owner/Applicant: Jeff Johnson, JLou Properties LLC

Proposed Use: Johnnie's Express restaurant

Size: The area of request has frontage of approximately 119' on SE 29th St. and contains an area of approximately 13,629 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – OR, Office Retail
North, South and West – OR, Office/Retail
South – I-40 and Tinker Air Force Base

Zoning Districts:

Area of Request – C-3, Community Commercial
North and East – SPUD, Simplified Planned Unit Development
West – C-3, Community Commercial
South – I-40 and Tinker Air Force Base

Land Use:

Area of Request – vacant gas station
North – Cooper Ford vehicle maintenance and storage
South – I-40 and Tinker Air Force Base golf course
East – Enterprise Car Sales
West – On the Border restaurant

Comprehensive Plan Citation:

Office/Retail Land Use

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

Municipal Code Citation:

2.26 SPUD, Simplified Planned Unit Development

2.26.1. General Description

The simplified planned unit development, herein referred to as SPUD, is a special Zoning district that provides an alternate approach to conventional land use controls to produce unique, creative, progressive or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed as one unit according to a master development plan map.

The SPUD is subject to special review procedures and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.26.2 Intent and Purpose

The intent and purpose of the simplified planned unit development provisions are to ensure:

(A) Innovative development

Encouraging innovative development and protect the health, safety and welfare of the community.

(B) Efficient use of land

Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems;

(C) Appropriate limitations and compatibility

Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

History:

1. This parcel has been zoned C-3 Community Commercial since the adoption of the 1985 Zoning Map.
2. The Planning Commission recommended approval of this item on October 3, 2017.

Staff Comments:

Engineer's report:

Note: This is a SPUD application for a commercial development that meets current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located on the north side of S.E. 29th Street in the street right-of-way extending along the south side of the area of request. A six (6) inch public water main is located on the west side of Wheeler Plaza in the street right-of-way extending along the east side of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the north side of Planet Court in the street right-of-way extending along the north side of the area of request.

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

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

Streets and Sidewalks

Access to the area of request is available from S.E. 29th Street, Planet Court, and Wheeler Plaza. S.E. 29th Street is classified as a primary arterial in the 2008 Comprehensive Plan. S.E. 29th 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 twenty (120) feet for a primary arterial and presently, S.E. 29th Street has one hundred twenty (120) feet of right-of-way adjacent to and parallel to the south side of the area of request. Planet Court is classified as a local street in the 2008 Comprehensive Plan. Planet Court is 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 a local street and presently, Planet Court has fifty (50) feet of right-of-way adjacent to and parallel to the north and west sides of the area of request. Wheeler Plaza is classified as a local street in the 2008 Comprehensive Plan. Wheeler Plaza is 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 a local street and presently, Wheeler Plaza 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.

Street improvements are not required with this application.

Sidewalk improvement plans are not required with this application, however, sidewalk improvement plans will be a requirement of any building permit submitted for the area of request and are reflected in the SPUD application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the east to the west. Currently, the area of request is developed with a commercial development. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

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

No additional rights-of-way and/or easements are required with this application.

Fire Marshal's Comments:

The Fire Marshal has reviewed this application. All new construction must meet the requirements of Chapter 15 of the Municipal Code. The underground fuel storage tanks for the former gas station will need to be removed according to O.C.C. requirements.

Plan Review Comments:

The applicant is requesting to rezone this property to an SPUD, Simplified Planned Unit Development, governed by the C-3, Community Commercial district, with plans to develop a Johnnie's Express restaurant.

The application as presented states that the PUD is to be governed by the C-3 district with all uses in the C-3 district being allowed on the site. Staff would recommend that at a minimum, the following uses be prohibited from the site:

- Funeral and Internment Services: Undertaking
- Personal Storage
- Commercial Parking
- Wholesaling and Storage and Distribution: Restricted

The applicant is requesting several variances to the Zoning Ordinance. The requests are listed below.

1. Required – 90% maximum impervious surface
Requested – The 10% required open space not apply for the site. The site is currently mostly impervious with pavement and a structure. Staff calculated the approximate amount of open space shown on the Master Plan Map and it exceeds 10% so a variance is not necessary.
2. Required – 25' front setback
Requested – The building itself observes the 25' front setback, however, the applicant is proposing a brick wall that will separate the front patio area from the drive-thru lane. Staff is agreeable to this request as it will create a safe area for guests entering the restaurant. Given the restraint of the size of the lot as well as the dedicated right-of-ways surrounding the lot, the building cannot be pushed back to allow the wall to be behind the front building line.
3. Requesting 0' side setbacks – Code does not have a requirement for side setbacks for commercial uses when both sides abut dedicated streets. The drive-thru is on the east side and the building is setback approximately 13'5" from the right-of-way. This is a sufficient side setback. The parking lot is on the west side so the building is setback approximately 66' from the right-of-way. There is no concern about the west side setback.
4. Requesting 0' rear setback – Code does not have a requirement for a rear setback in the C-3 district when a platted building does not exist behind the proposed building. The rear of the building is approximately 18' from the right-of-way line. Staff is agreeable to this request.
5. Required – Base landscaping of six (6) trees and twelve (12) shrubs for a new building plus two (2) trees and two (2) shrubs for every ten (10) parking spaces installed. Also required is a 3' landscaped strip between the right-of-way and parking areas.
Requested - No landscape requirements shall apply except as shown on the Master Plan Map. The number of trees required for the development as shown on the Master Plan Map is ten (10). The number of shrubs required is sixteen (16). The applicant is proposing twelve (12) trees and thirty-six (36) shrubs which exceeds the requirement. As for the variance to the 3' landscaped strip between the right-of-way and parking areas.

- Because this lot is surrounded by right-of-way, this requirement takes up much of the buildable area. Due to the size of the lot and the surrounding right-of-way, staff is agreeable to this request.
6. Required – One (1) parking space for every 100 sq. ft. of GFA
Requested – One (1) parking space for every 150 sq. ft. of GFA. Staff has asked the applicant for documentation from Johnnie’s Hamburgers showing how many parking spaces they typically install and how many are necessary for their business. The applicant and owner of Johnnies have submitted a letter explaining the quick serve nature of the business and how that allows a constant rotation of the parking. The letter also stated that a significant amount of the business is done through the drive-thru. Action is at the discretion of the Commission and Council.
 7. Required – Parking spaces 9’x18.5’
Requested – Parking spaces 9’x18’ – this is a common measurement for parking spaces and is used in Midwest City. Staff recommends approval of this request.

If approved the building must meet code regarding the allowable exterior materials. A minimum of 80% of the exterior of the building must be constructed of masonry materials. The City does not consider EIFS to be an approved masonry product.

No variances are requested for signage. As this business does have frontage on four (4) dedicated streets, staff would recommend only one (1) free-standing sign to be allowed on the parcel. The sign must meet the requirements of the Sign Ordinance including being clear of the right-of-way, including a pole cover, maximum height of 20’ and maximum surface area of 200 sq. ft. Wall and free-standing signs will require permits.

Staff recommends approval of this request.

Action Required:

Approve or reject the ordinance to redistrict to SPUD for the property as noted herein, subject to staff’s comments as found in the October 24, 2017 agenda packet and made a part of PC-1922 file.

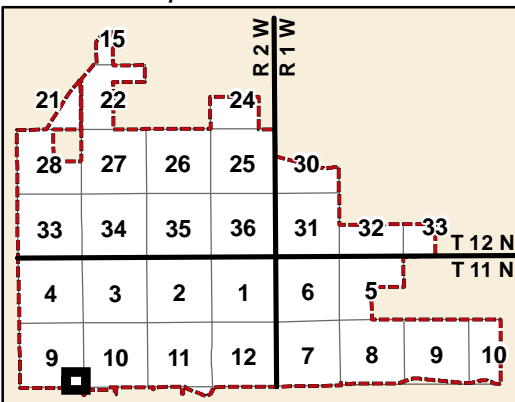


Billy Harless,
Community Development Director

KG



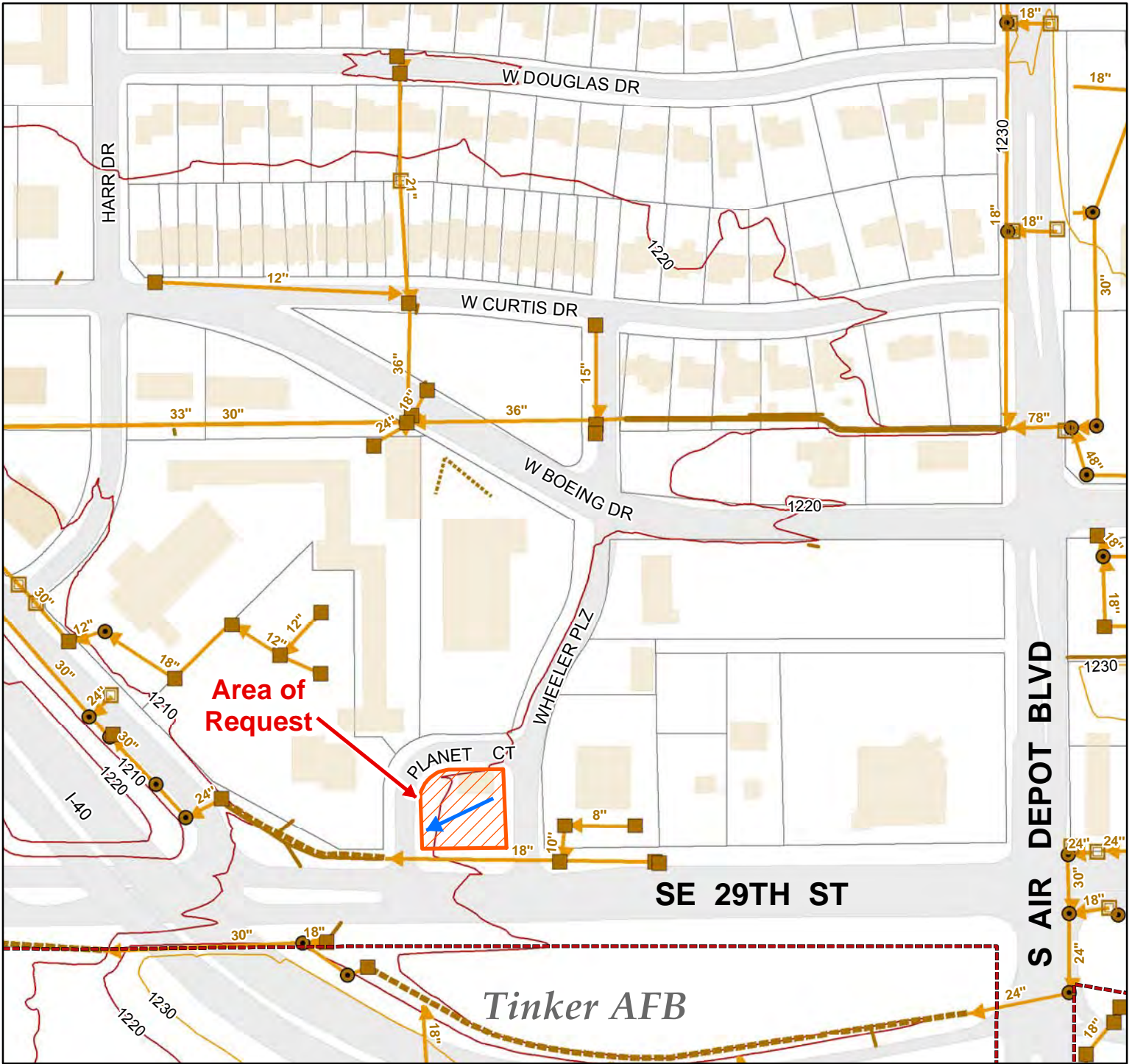
Locator Map



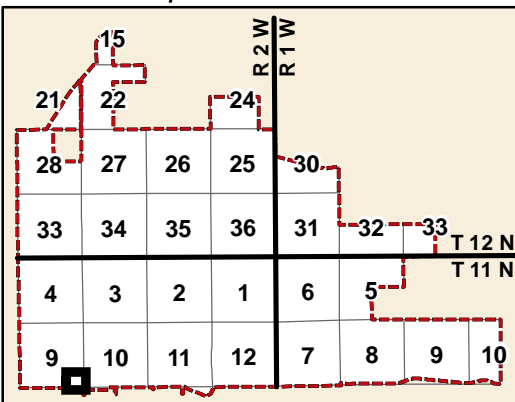
**2015 DOP (AERIAL) VIEW FOR
PC-1922
(SE/4, Sec. 9, T11N, R2W)**



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Locator Map



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

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-1922

(SE/4, Sec. 9, T11N, R2W)

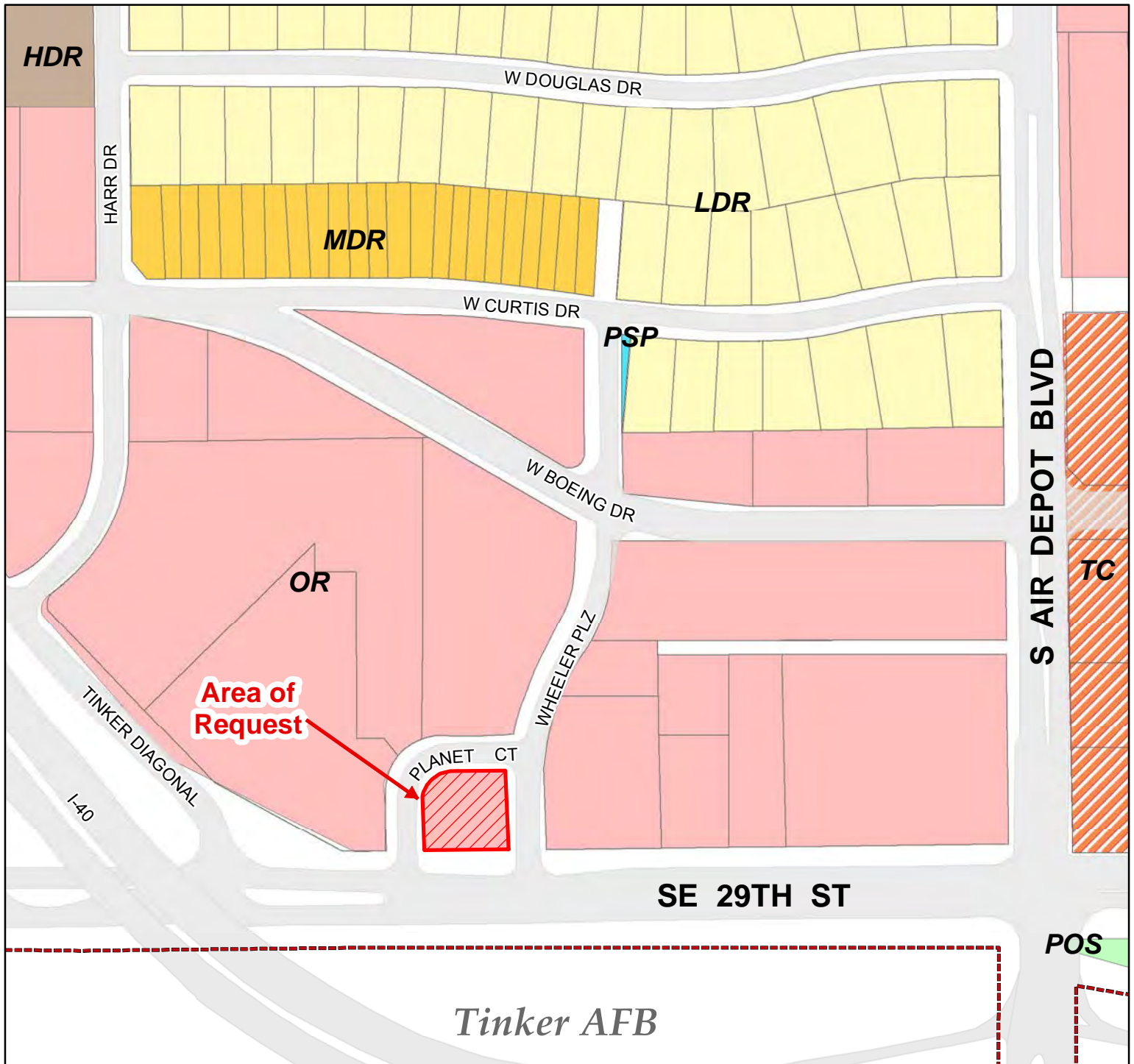


0 200 400 Feet

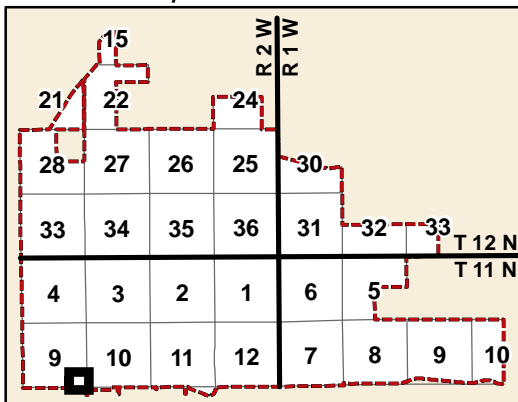


1 inch = 200 feet











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Locator Map



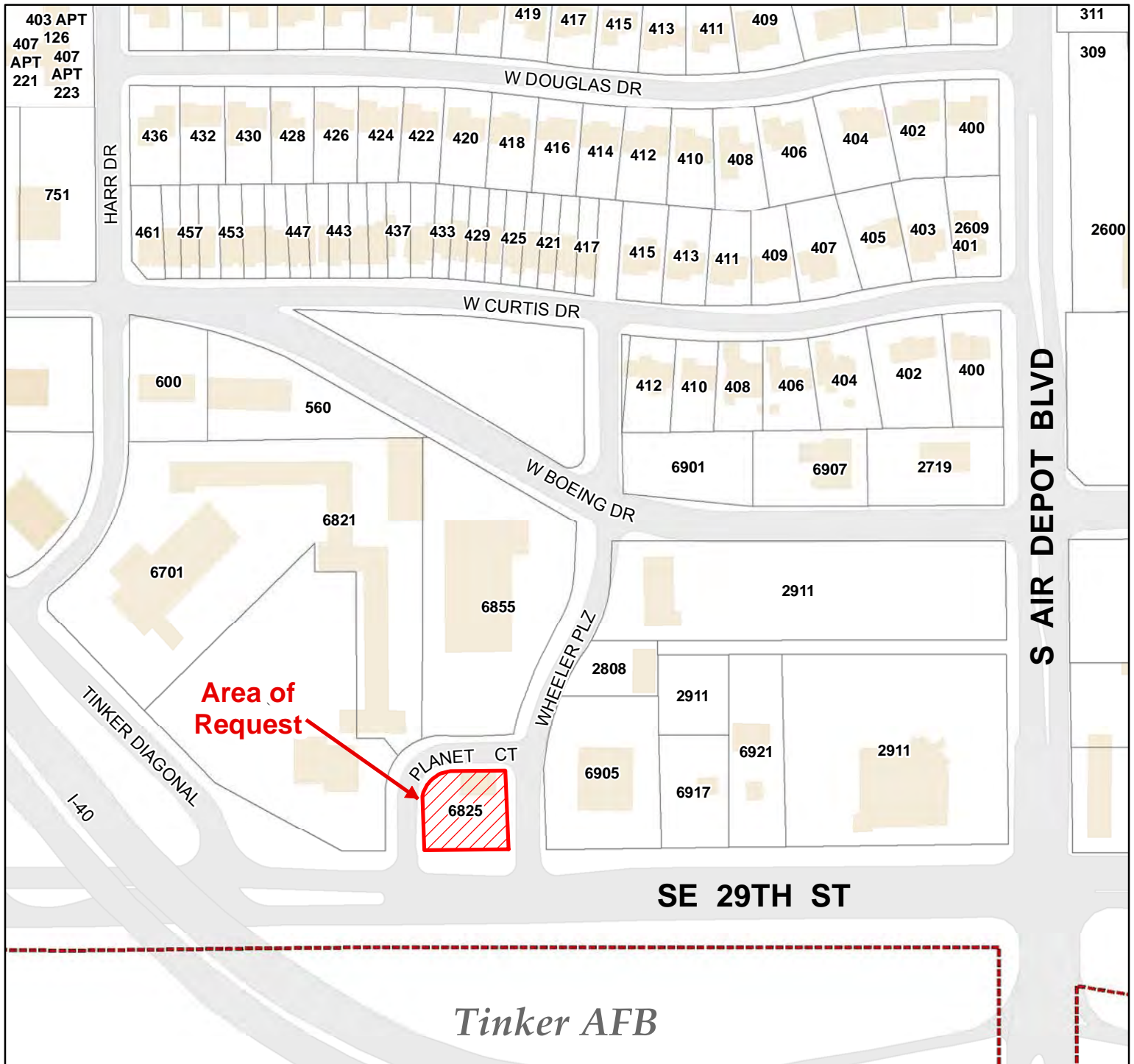
Future Land Use Legend

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

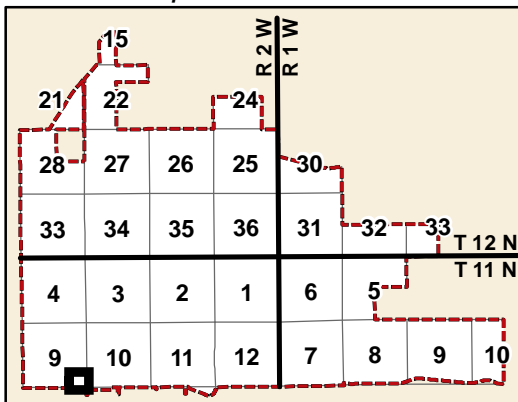
**FUTURE LAND USE
MAP FOR
PC-1922
(SE/4, Sec. 9, T11N, R2W)**








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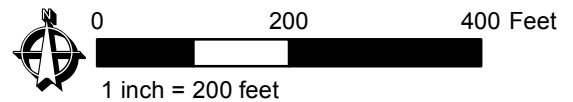
Locator Map



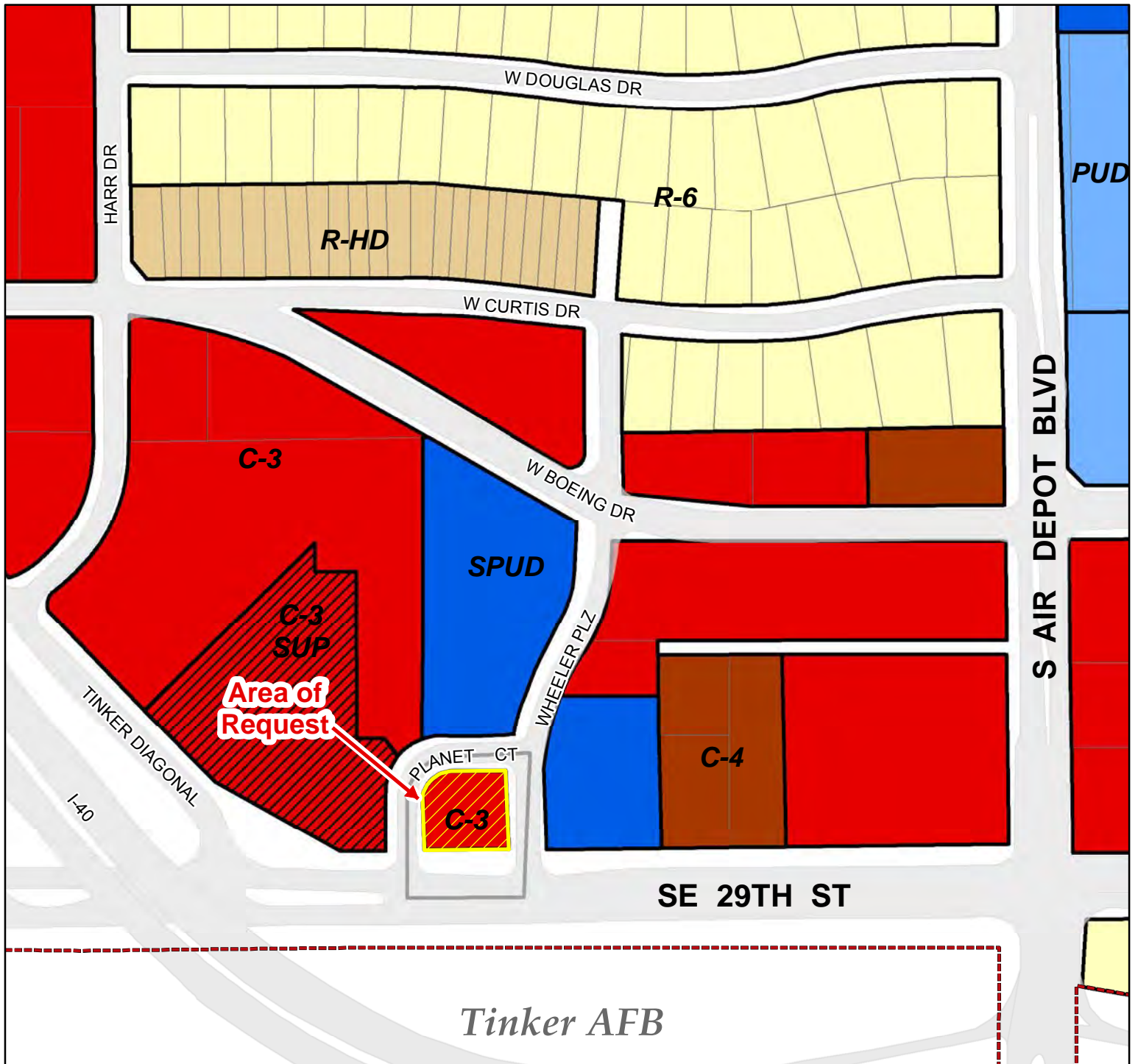
General Map Legend

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

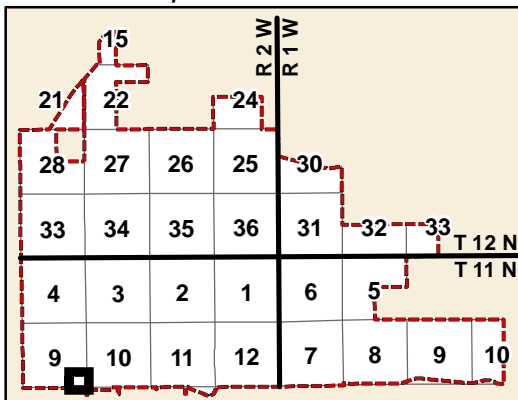
**GENERAL MAP FOR
PC-1922
(SE/4, Sec. 9, T11N, R2W)**



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Locator Map



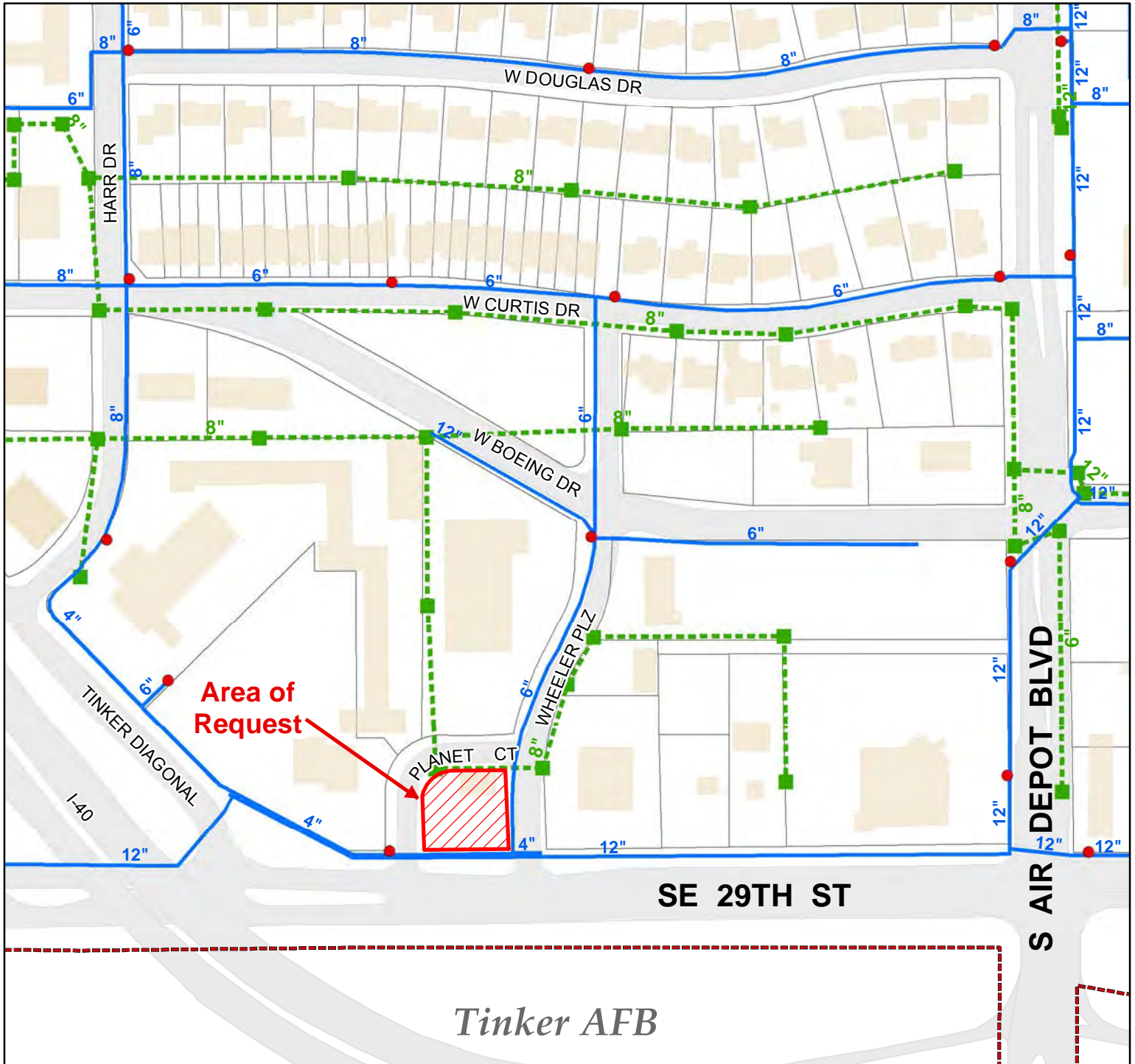
Current Zoning Legend

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

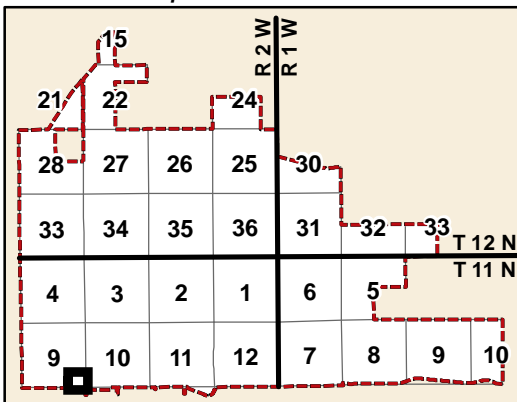
**ZONING MAP FOR
PC-1922
(SE/4, Sec. 9, T11N, R2W)**



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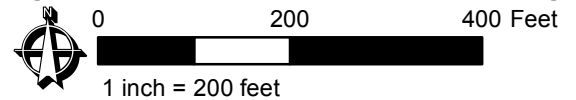
Locator Map



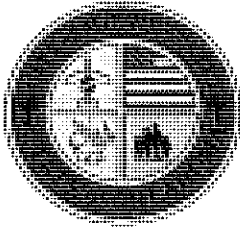
Water/Sewer Legend

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

WATER/SEWER LINE LOCATION MAP FOR PC-1922 (SE/4, Sec. 9, T11N, R2W)



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The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

Simplified Planned Unit Development

The following is to be used if the request is for a Simplified Planned Unit Development. If this request is not for a Simplified Planned Unit Development, do not complete the next 2 pages.

This document serves as the DESIGN STATEMENT and fulfills the requirement for the SPUD. The Special Development Regulations section of the form must be completed in its entirety. If the applicant proposes additional, more restrictive, design criteria than established in the Special Development Regulations, please elaborate under Other Development Regulations.

A. Special Development Regulations

1. List of the owners and/or developers: JLou Properties LLC (Jeff Johnson)

2. Please list the adjoining land uses, both existing and proposed.
 North: auto repair and storage
 South: SE 29th Street and Interstate 40
 East: auto sales
 West: parking lot for restaurant and motel

3. Please list the use or uses that would be permitted on the site. all uses permitted in the C-3 district

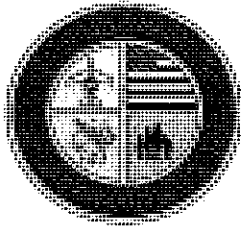
4. This site will be developed in accordance with the Development Regulations of the C-3
Community Commercial zoning district.

5. Please list all applicable special development regulations or modified regulations to the base zoning district: Building setback from the south property line shall be 25 feet, building setbacks from the north, east and west property lines shall be zero. Awnings and/or canopies may extend into the front building setback by no more than 10 feet. Maximum impervious surface area shall not apply. Minimum 10% natural open space shall not apply.

6. Please provide a statement of the existing and proposed streets, including right-of-way standards and street design concepts: Property is surrounded on all four sides by existing paved streets. No street improvements will be provided.

7. Please describe the physical characteristics of the following:
 Sight-proof screening proposed: Sight proof screening shall not be required.

- Landscaping proposed: Landscaping on the property shall be as depicted on the Master Plan Map. No other landscape requirements (i.e. percentages, street trees, landscaped strips and walls/berms, parking lot landscaping) shall apply.



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 CURRENT PLANNING DIVISION

Signs proposed: The existing free-standing pole sign along the west boundary shall be permitted to remain and be improved with new advertising having a display area of no more than 200 square feet.

Area of open space proposed: Open space shall be as depicted on the Master Plan Map.

Proposed access points: Access will be from one driveway onto SE 29th Street, one driveway onto Wheeler Plaza and two driveways onto Planet Court as shown on the Master Plan Map.

Drainage information: Drainage to conform to City requirements. Detention shall not be required due to the decrease in impervious area.

8. Existing or proposed building size: Maximum building size shall be 3000 square feet (to include walk-in freezer)
 Maximum building height: per ordinance requirements
 Number of existing or proposed buildings: one
 Building setbacks – Front: 25 feet
 Sides: Zero
 Rear: Zero

9. Please provide a description of the proposed sequence of development.
the development will be constructed in one phase.

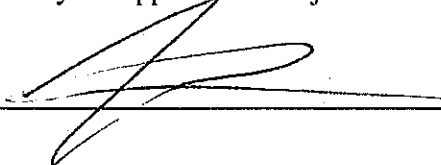
B. Other Development Regulations

Please list any other amenities or controls included in the SPUD: Parking shall be calculated at a ratio of one parking space required for every 150 square feet of gross floor area. Parking space shall be a minimum of 9 feet by 18 feet. Parking layout depicted on Master Plan Map shall be permitted. Dumpster area shall be permitted in the general location depicted on the Master Plan Map. Maximum five feet tall wall shall be permitted beyond front building setback in order to separate queuing lane from entrance.

C. Master Plan Map (attached)

Exhibit A: _____

This site will be developed in accordance with the Master Development Plan Map as submitted to the City of Midwest City for approval in conjunction with this request.

Signature  Date 8-28-2019

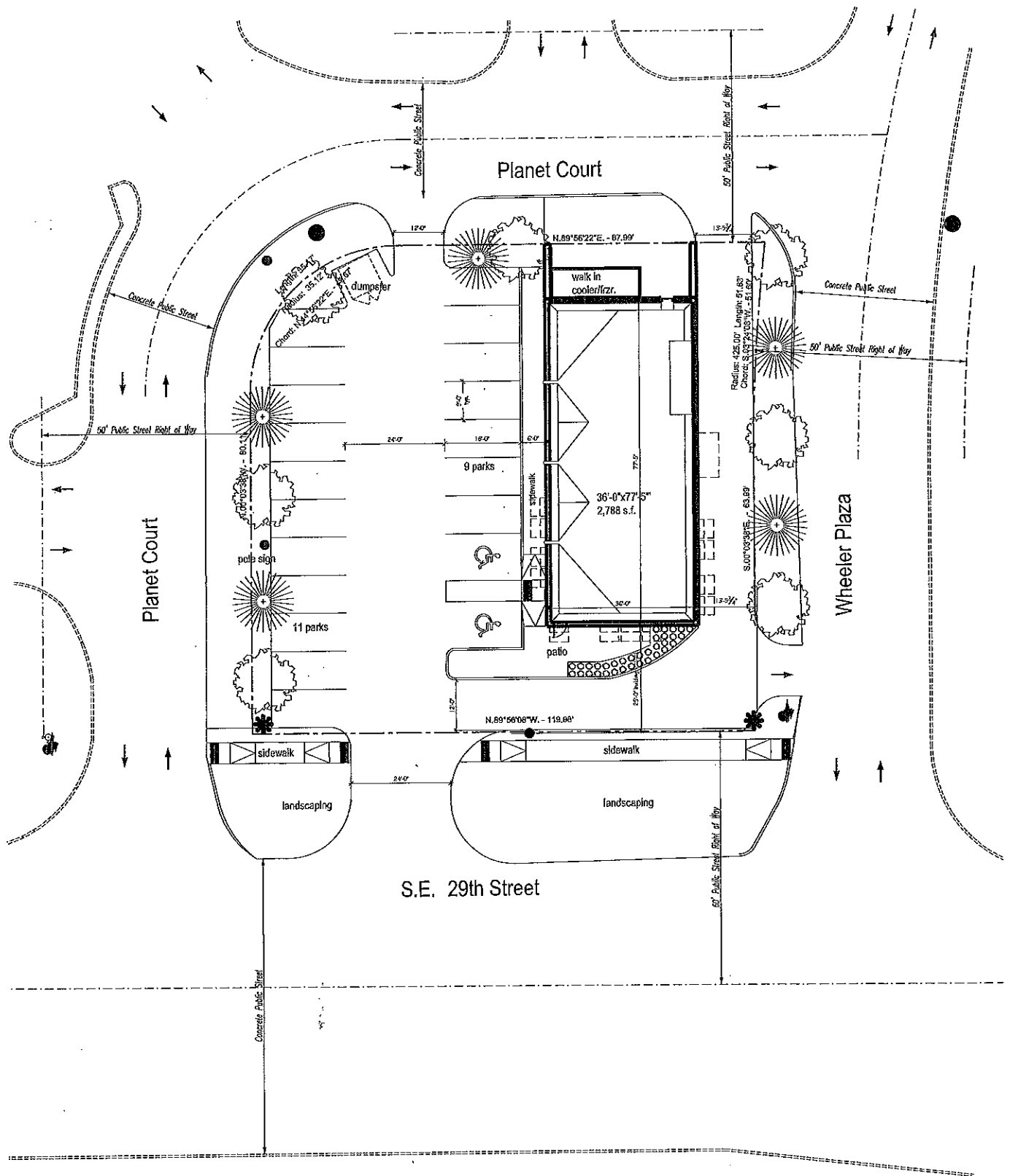


Exhibit A - Master Plan Map

Midwest City Development,

We believe that we have sufficient parking to accommodate the quick serve nature of our business. Johnnies Charbroil Hamburgers is a quick serve format that processes customers at fast pace. Also up to 60% of the business is drive through, customers do not spend a lot of time on site. The average stays for dinning per customer is 20 to 30 min. allowing a constant rotation of the parking.

Thank you, Rick Haynes
Owner Johnnies Charbroil Hamburgers

Jeff Johnson
JLou Properties LLC
Developer

1 **PC-1922**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO SPUD, SIMPLIFIED PLANNED UNIT DE-**
5 **VELOPMENT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**
6 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZON-**
7 **ING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 SECTION 1. That the zoning district of the following described property is hereby reclassified
11 to SPUD, Simplified Planned Unit Development, subject to the conditions contained in the PC-
12 1922 file, and that the official Zoning District Map shall be amended to reflect the reclassifica-
13 tion of the property's zoning district as specified in this ordinance:

14 Block 4 of the Kuhlman Commercial District, lying in the SE/4 of Section 9, T11N, R2W
15 of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma.

16 SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are here-
17 by repealed.

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

21 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
22 on the _____ day of _____, 2017.

23 THE CITY OF MIDWEST CITY, OKLA-
24 HOMA

25 _____
26 MATTHEW D. DUKES II, Mayor

27 ATTEST:

28 _____
29 SARA HANCOCK, City Clerk

30 APPROVED as to form and legality this _____ day of _____, 2017.

31 _____
32 PHILIP W. ANDERSON, City Attorney



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

To: Chairman and Planning Commission

From: Billy Harless, Community Development Director

Date: October 24, 2017

Subject: (PC – 1923) Public hearing with discussion and consideration of approval of an ordinance redistricting from Planned Unit Development (PUD) governed by the Medium Density Residential district to a Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential District and a resolution to amend the Comprehensive Plan from MDR, Medium Density Residential to LDR, Low Density Residential, for the property described as a part of the NE/4 of Section 1, T-11-N, R-2-W, located on the west side of Meade Drive.

Executive Summary:

This area was zoned as a PUD and platted as the Forest Creek Addition in 1983. The zoning allowed for approximately 105 single family attached dwelling units and the PUD was governed by the R-3, medium density residential zoning district. Thirty (30) of the dwelling units on the south end of the development were built in the 80's but the seventy-five (75) other lots have remained undeveloped. The applicant is requesting to amend the zoning to govern the PUD by the R-6, single family detached residential district and decrease the lots from seventy-five(75) attached dwelling units to thirteen (13) detached single family dwelling units. As the area is already platted, the easements are dedicated and the common areas are described and included in the covenants for the Forest Creek HOA. The applicant is requesting variances to the Zoning Ordinance and Subdivision Regulations which are discussed in detail further in this report. Staff recommends



approval as this proposed development meets the criteria for a Planned Unit Development.

Dates of Hearing: Planning Commission – October 3, 2017
 City Council – October 24, 2017

Council Ward: Ward 2,
 Councilmember Pat Byrne

Owner/Applicant: Fred Quinn

Proposed Use: 13 single family residential lots

Size:

The area of request has a frontage along Meade Dr. of approximately 402.18 ft and a depth of approximately 634.56 ft, containing an area of approximately 255,207 square feet, more or less.

Development Proposed by Comprehensive Plan:

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

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential and R-2F, Two Family Attached Residential
North – R-HD, High Density Residential
South and West – R-6 Single Family Detached Residential
East – R-6, Single Family Detached Residential and C-1, Restricted Commercial

Land Use:

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

Comprehensive Plan Citation:

Single-Family Detached (SFD) Land Use

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

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan. The PUD is subject to special review procedures within the PUD application and review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

- (A) Innovative land development
Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.
- (B) Flexibility within developments
Permit flexibility within the development to maximize the unique physical features of the particular site.
- (C) Efficient use of land
Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.
- (D) Function, design and diversity
Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.
- (E) Modifications to development requirements
Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. This property was rezoned to a PUD governed by the R-3, Medium Density Residential District in 1983.
2. The Forest Creek plat was approved in 1983.
3. The Planning Commission recommended approval of this item October 3, 2017.

Staff Comments:

Engineer's Report:

Water Supply and Distribution

An eight (8) inch public water main is located on the west side of Meade Drive in the street right-of-way extending along the east side of the area of request.

Public water line improvements are not required with this application. However, public water line improvements are proposed and will be part of the preliminary plat application for the area of request.

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

Sanitary Sewer Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated utility easement paralleling part of the western boundary of the area of request. An eight (8) inch public sewer main is located in a dedicated utility easement paralleling part of the northern boundary of the area of request.

Public sewer line improvements are not required with this application. However, public sewer line improvements are proposed and will be part of the preliminary plat application for the area of request.

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

Streets and Sidewalks

Access to the area of request is available from Meade Drive, Laurel Lane, and Catalpa Lane. Meade Drive is classified as a local road in the 2008 Comprehensive Plan. Meade Drive is a two (2) lane, 26-foot wide, uncurbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for local streets and presently, Meade Drive has fifty (50) feet of right-of-way adjacent to and parallel to the east side of the area of request. Laurel Lane and Catalpa Lane are classified as local roads in the 2008 Comprehensive Plan and terminate into the south side of the area of request.

Right of way grants to the city are not required with this application. Public right of way dedications are proposed and will be part of the preliminary plat application for the area of request.

Public street and sidewalk improvements are not required with this application. However, public street and sidewalk improvements are proposed and will be part of the preliminary plat application for the area of request.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is from the east to the west via overland flow. Currently, the area of request is undeveloped. The area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009. Any and all future land disturbance activities or construction in the area of request is required to meet both local and FEA requirements concerning floodplain development, including acquiring all necessary permits.

The drainage improvements will be part of the preliminary plat application.

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

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

Easements and Right-of-Way.

No additional rights-of-way and/or easements are required with this application. All easement and right of requirements will be addressed with a re-plat application.

Fire Marshal's Report:

The Fire Marshal has reviewed this request. The location of fire hydrants must be shown on the re-plat request. The Fire Marshal noted that the PUD shows the roads to be 5" thick. The City Engineer confirmed that a minimum of 6" thickness will be required. All future development must meet Chapter 15 of the Municipal Code.

Planning Comments:

The intention of the proposed Meade PUD is to create a thirteen (13) home, single family residential subdivision. The original PUD that was approved in 1983 allowed for the development of 75 attached single family dwelling units. This request reduces the density considerably. It should be noted that the 75 lots as shown in the original PUD are already platted. If this request is approved, a re-plat application will be necessary and must be compliant with the Master Development Plan Map submitted with this amended PUD request.

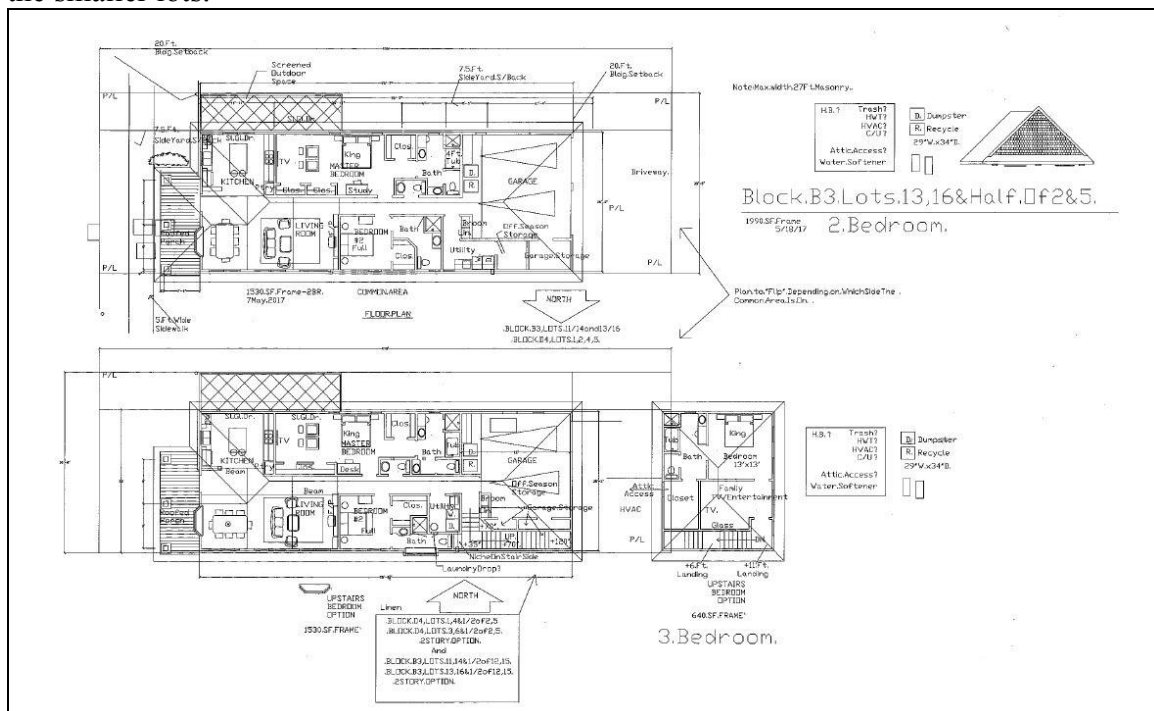
The proposed PUD is governed by the R-6, Single Family Detached Residential Zoning District. No other uses are proposed within this request.

The Master Development Plan shows one proposed access point from Meade Dr. and will connect with the existing streets of Catalpa Ln and Laurel Ln. in the Forest Creek Subdivision.

Within the PUD, the applicant is requesting several variances to the Zoning Ordinance and Subdivision Regulations. The variances are as follows:

Required lot size: 6,000 square feet

Requested lot size: For nine (9) lots (Block 1, Lots 1 and 2 - Block 2, Lots 1, 2 and 5 - Block 3, Lots 1-4) the applicant is requesting minimum lot sizes of 5,760 sq. ft. For four (4) lots (Block 1, Lots 3 and 4 - Block 2, Lots 3 and 4) the applicant is requesting minimum lot sizes of 4,234 square feet. Below are floorplans of proposed structures on the smaller lots.



Staff is agreeable to this request as the requested lot sizes well exceed the lot sizes as currently zoned and platted. The current lot sizes are approximately 1300-1500 square feet.

Required lot width: 50'

Requested lot width: For nine (9) lots (Block 1, Lots 1 and 2 - Block 2, Lots 1, 2 and 5 – Block 3, Lots 1-4) the applicant is requesting minimum lot widths of 48.5'. For four (4) lots (Block 1, Lots 3 and 4 – Block 2, Lots 3 and 4) the applicant is requesting minimum lot widths of 36.5'.

Staff is agreeable to this request as the requested lot widths exceed the lot widths as currently zoned and platted. The current lots are 24'-25' wide.

Required front yard setback: 25'

Requested front yard setback: 20'

Staff is agreeable to this request as it has been approved in previously approved subdivisions such as Timber Ridge and has worked well within Midwest City.

Requested: Double Frontage Lots

This is a requirement of Section 38-48.8(B) of the Subdivision Regulations so a variance will also be necessary with the re-plat application. The applicant is proposing garages on the back of each single family residence. This is to enhance the front yard appearance throughout the subdivision. The Hamilton Addition on E. Reno has implemented rear garages and it has created an aesthetically pleasing look. This design fits into the criteria of innovative land development and function, design and diversity required with PUD's. Staff is agreeable to this request.

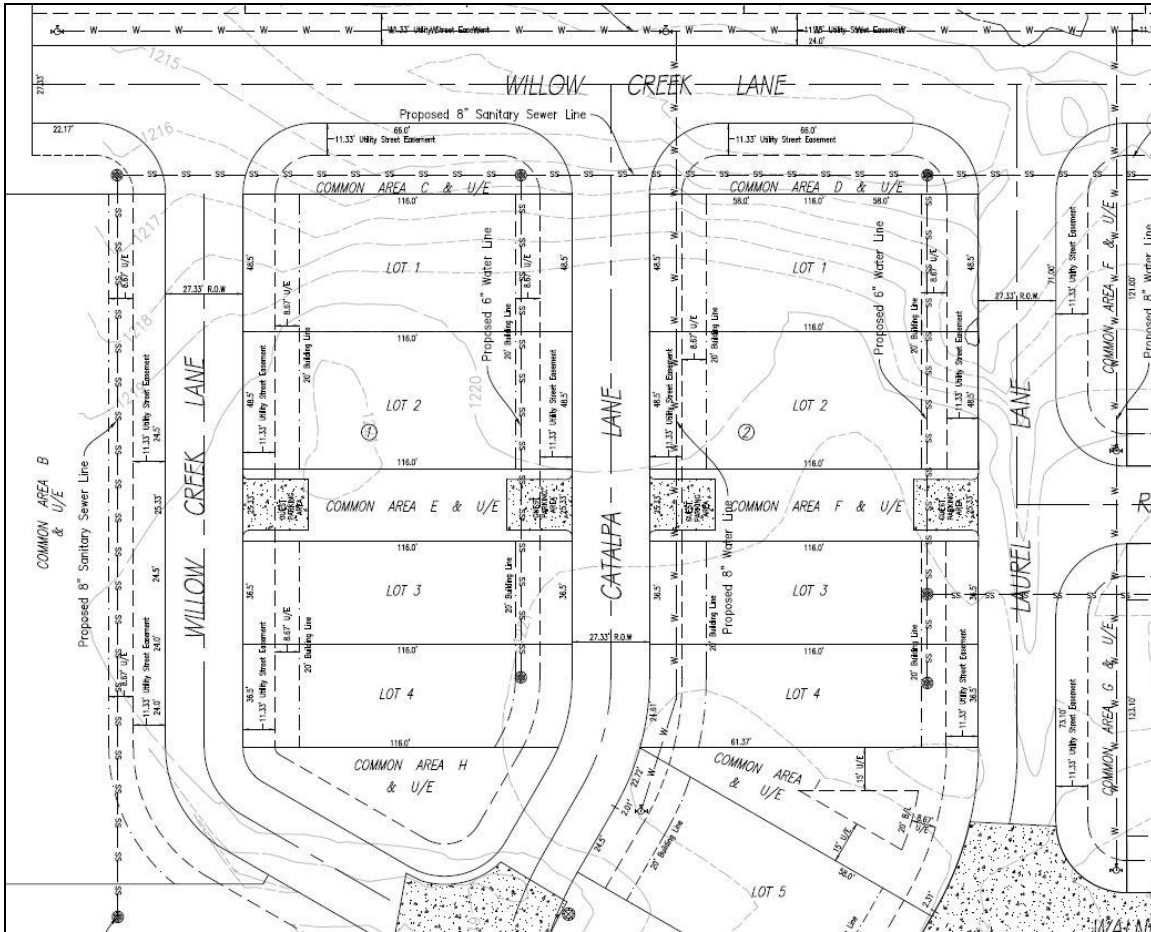
Requested: Street right-of-way of 27.33' where 50' of right-of-way is required.

This is a requirement of the Subdivision Regulations so a variance will also be necessary with the re-plat application.

Required: 7' side setbacks

Requested: 0' side setbacks only where lots abut common areas

As can be seen on the section of the Master Development Plan Map shown below, four (4) of the lots abut common areas. The setback requirement is intended to provide for separation between structures and adequate fire protection. These common areas are 25.35' wide which will allow for both separation and adequate fire protection. The applicant is proposing 7.5' setbacks where a buildable lot abuts another buildable lot for a total of 15' between structures. This exceeds code. Staff is agreeable to this request.



Required maximum building coverage allowed per lot: 40%

Requested maximum building coverage per lot: 55%

The applicant is requesting to be allowed to cover a maximum of 50% of the lots with the structures. The maximum allowable impervious surface (buildings, driveways, sidewalks, etc.) coverage is 65%. The applicant is not requesting a variance to this requirement. This is a unique development with common area abutting each lot which is unlike most every residential development in Midwest City. Due to the amount of total common areas/open space and the decrease in density from the current zoning, staff recommends approval.

All other requirements of the Zoning Ordinance including minimum house sizes, rear yard setbacks, landscaping and exterior construction materials must be met.

On September 27, staff received a letter from residents on Southern Oaks Drive in support of the rezoning request. The letter did state concerns about flooding and asked that the Commission and Council require adequate protection for neighbors from run-off.

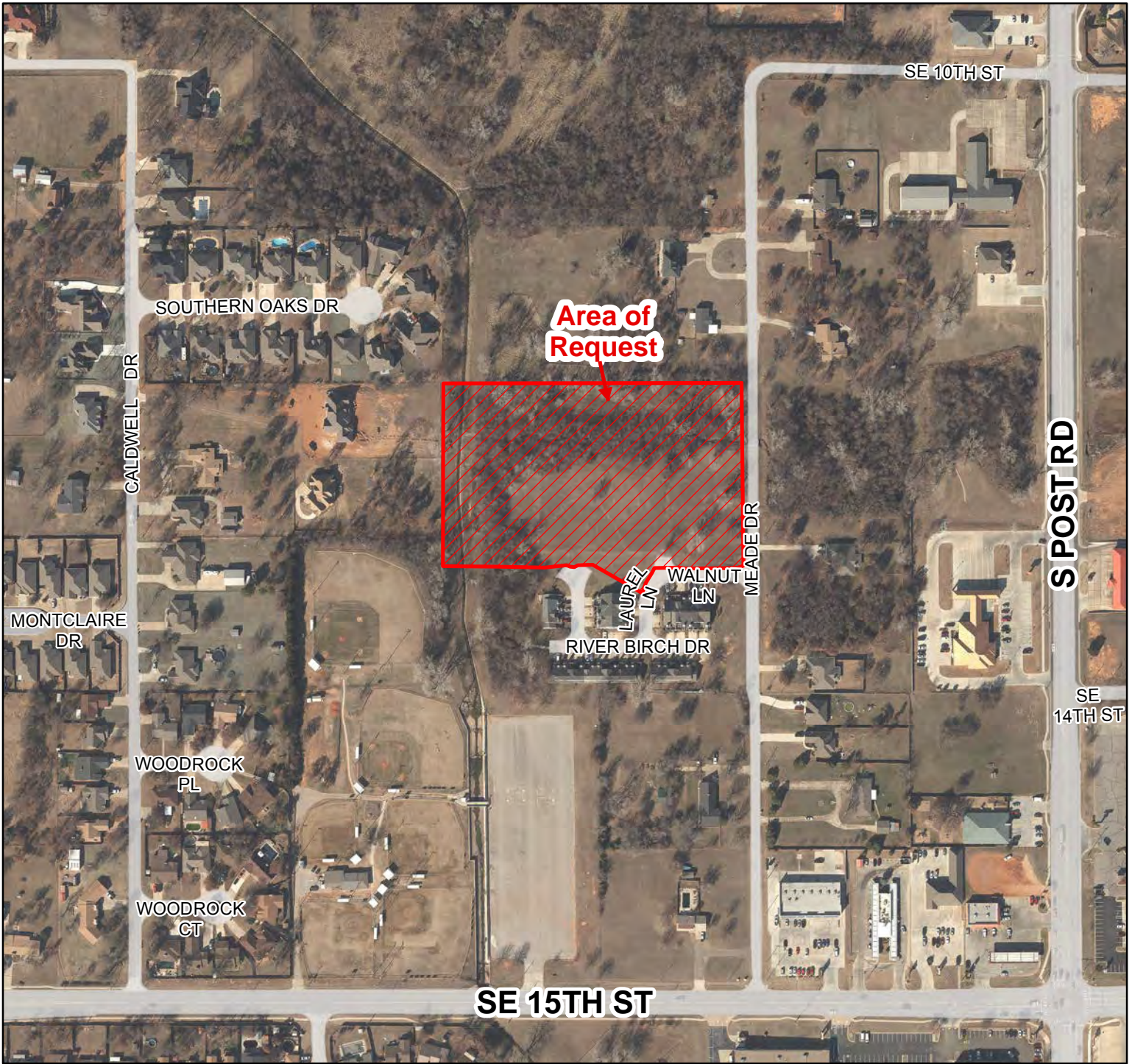
At the October 3, 2017 Planning Commission meeting, several residents of the Forest Creek Addition spoke in protest of the change in zoning. They had concerns about the common areas which are dedicated to the Forest Creek HOA, the increase in traffic on Meade Drive and the disruption to the current characteristics of the neighborhood. Staff explained that the common areas are not being developed and will remain as they are currently platted.

As this proposal decreases the density from what is currently allowed by 62 lots and does fit the criteria of innovative land development, flexibility within developments, efficient use of land and function, design and diversity, staff recommends approval.

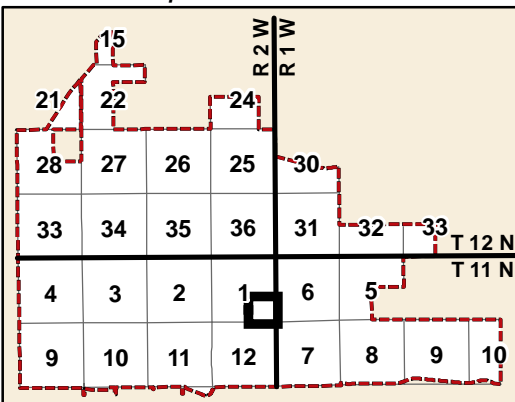
Action Required: Approve or reject the ordinance to redistrict to Planned Unit Development for the property as noted herein, subject to the staff comments and recommendations as found in the October 24, 2017 agenda packet and made a part of PC-1923 file.



Billy Harless, AICP
Community Development
KG



Locator Map



**2015 DOP (AERIAL) VIEW FOR
PC-1923
(SE/4, Sec. 1, T11N, R2W)**

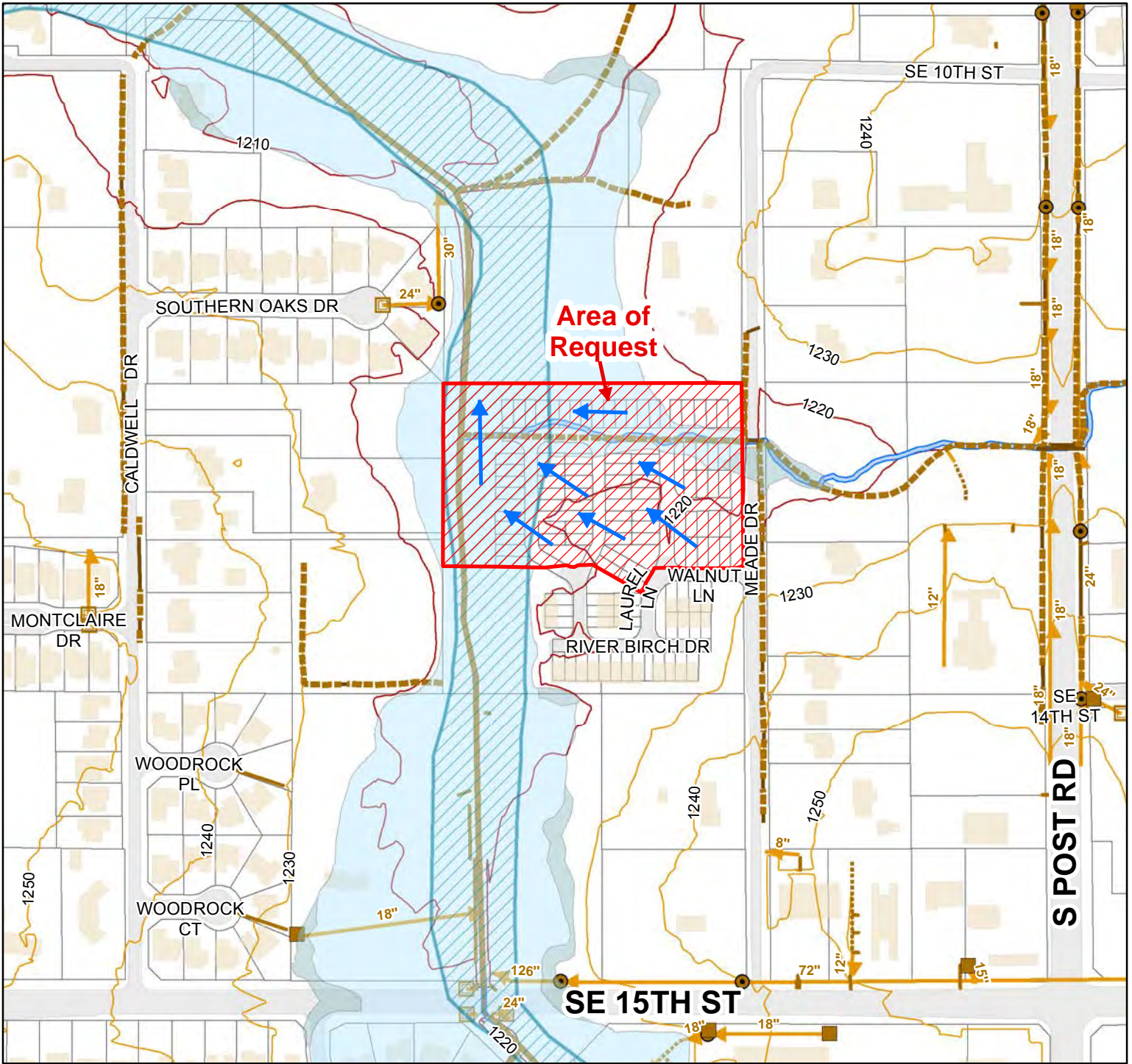


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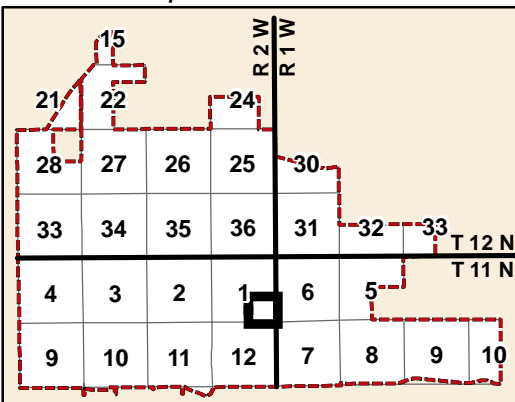


1 inch = 300 feet

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Locator Map



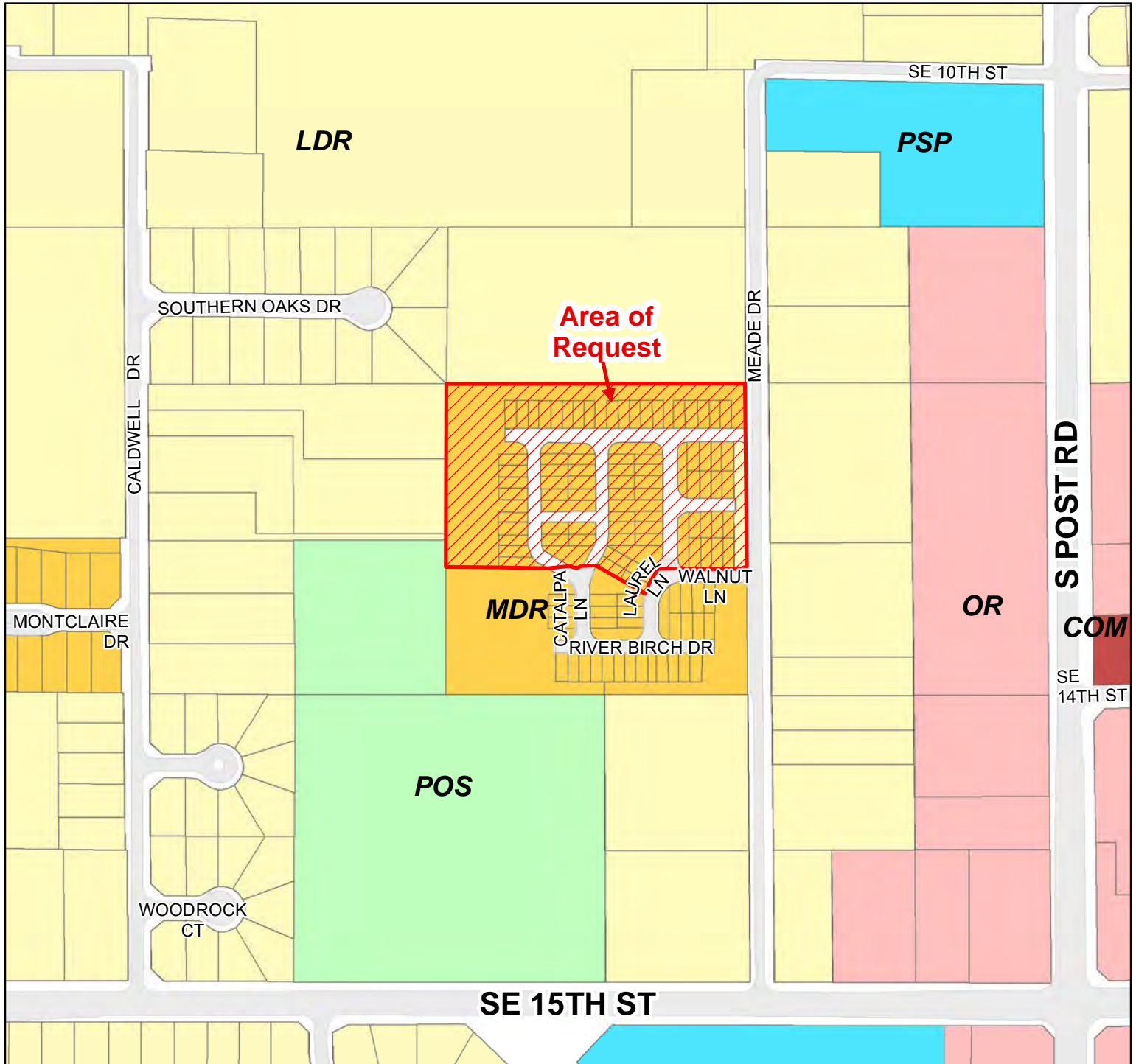
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

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

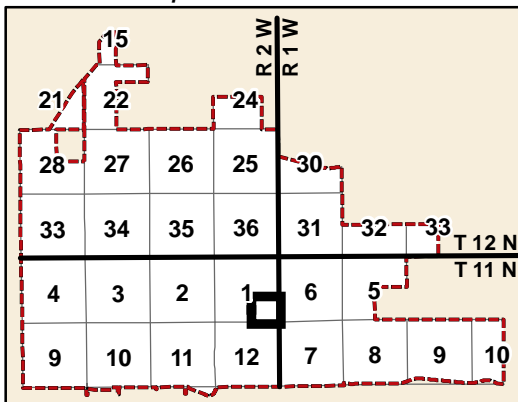
DRAINAGE LOCATION MAP FOR PC-1923 (SE/4, Sec. 1, T11N, R2W)













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Locator Map



Future Land Use Legend

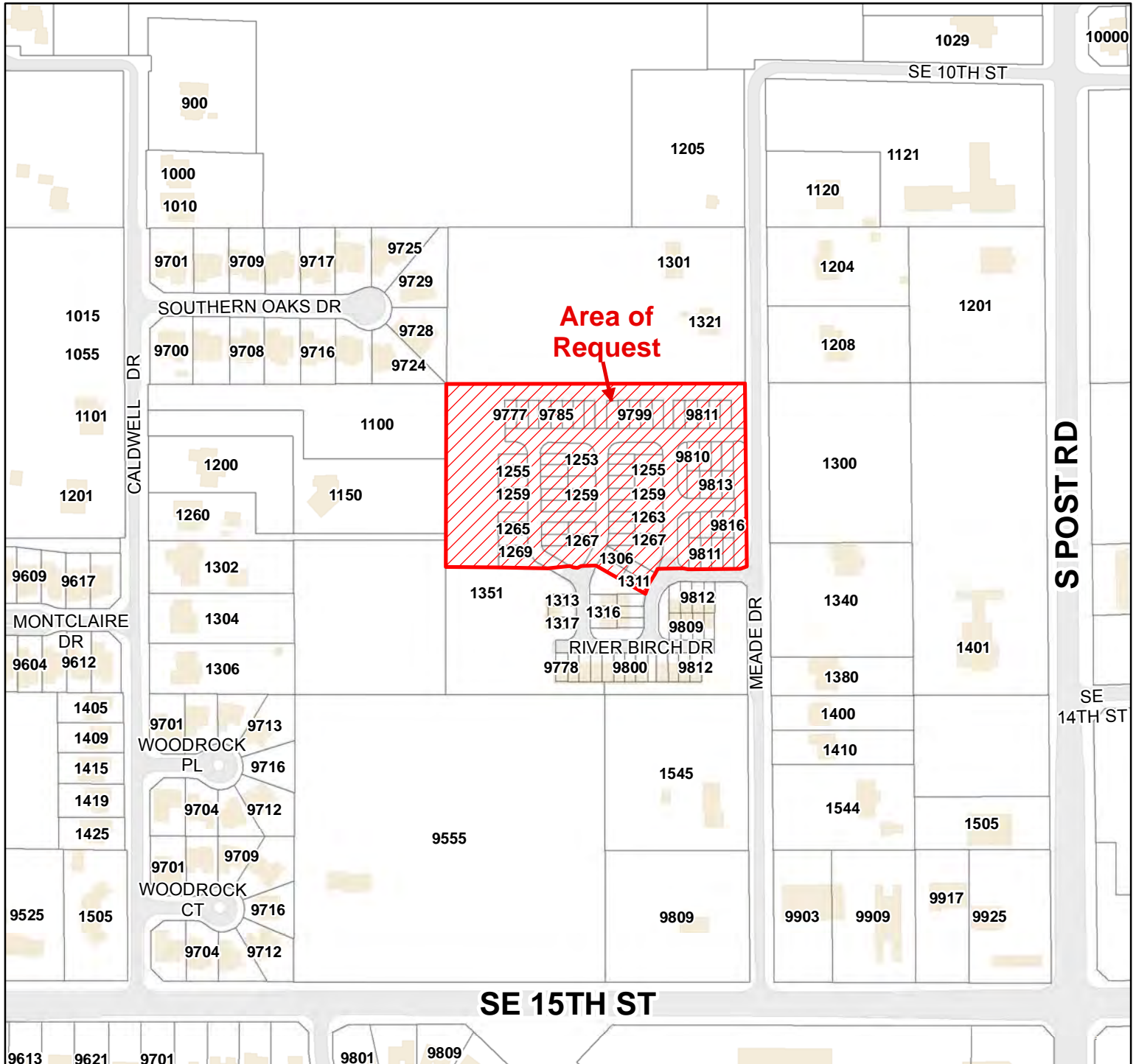
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE
MAP FOR
PC-1923**

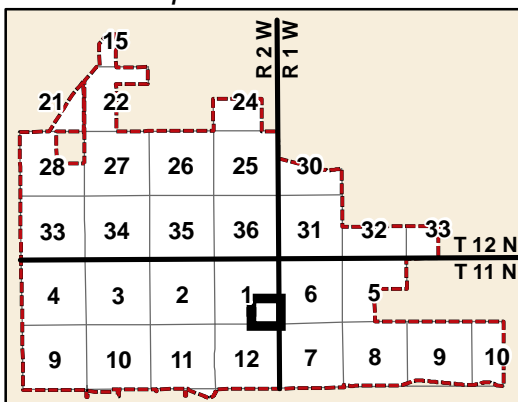
(SE/4, Sec. 1, T11N, R2W)








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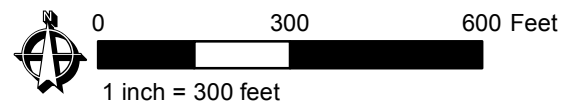
Locator Map



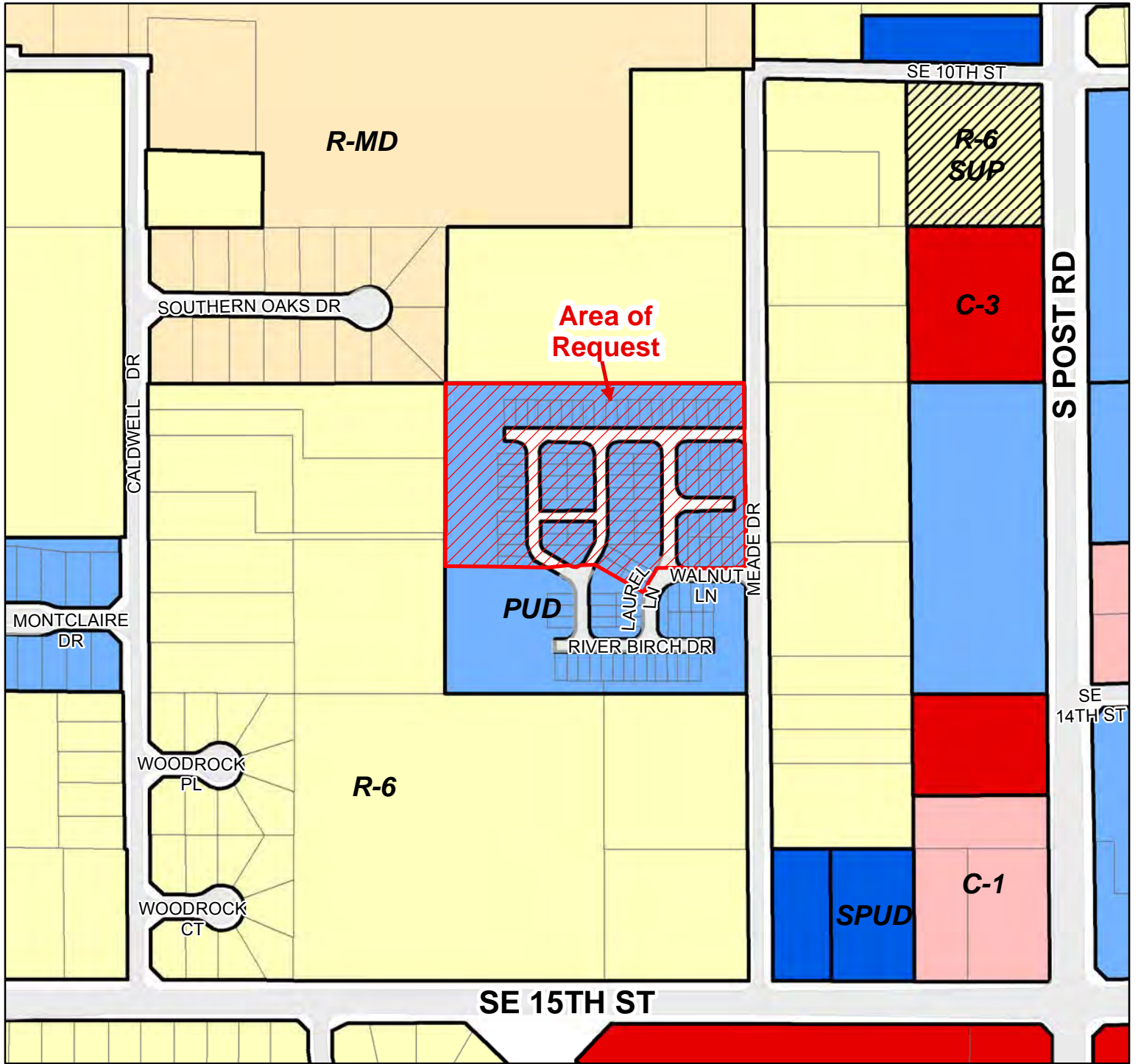
General Map Legend

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

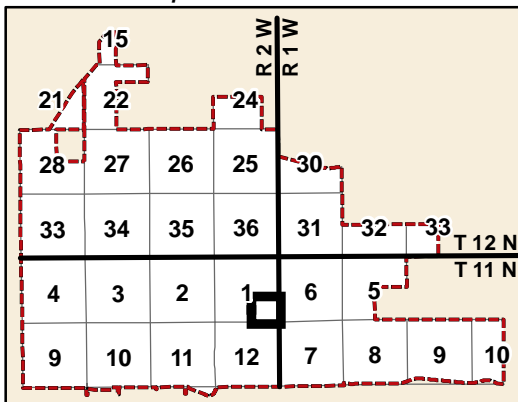
**GENERAL MAP FOR
PC-1923
(SE/4, Sec. 1, T11N, R2W)**



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Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1923
(SE/4, Sec. 1, T11N, R2W)**



0 300 600 Feet



1 inch = 300 feet

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AMENDMENT TO PUD No. PC-623

DESIGN STATEMENT OF THE PLANNED UNIT DEVELOPMENT OF

Fred Quinn d/b/a Meade Drive

MIDWEST CITY, OKLAHOMA

May 23rd, 2017

Amended August 31st, 2017

Owner/Developer:

Fred Quinn d/b/a Meade Drive Development Company
1390 South Douglas Boulevard
Midwest City, OK. 73130

Prepared by:

Fred Quinn, Owner/Developer

Derek Jackson, Engineer
Jackson and Jackson Engineering
3125 SW 97th St
Oklahoma City, OK 73159

SITE LOCATION:

This Requested Amendment to PUD-623 consists of 3.00 Acres more or less and is located on the West side of Meade Drive and North of SE 15th Street. The property is further described as being in the South Half (S 1/2), of the Northeast Quarter (NE 1/4).

LEGAL DESCRIPTION:

OWNER/DEVELOPER:

Fred Quinn d/b/a Meade Drive Development Company, Inc.

SITE AND SURROUNDING AREAS:

The subject property is currently zone PUD R-3 Low Density Multifamily Residential. It is bounded by a Drainage Channel on the West; Single Family Residences are on the West side of the channel. Meade Drive is on the East with Single Family Housing located on the East side of Meade Drive, Single Family Residential to the North. To the South are 29 lots with single-family attached houses, individually owned.

CONCEPT:

The requested Amendment to the present PUD-623 proposes to replace the R-3 Low Density Multi-Family Residential zoning with Single Family Detached Housing under the R-6, Single Family Zoning District. There are approximately 3 acres that are not in a Flood Plain and "buildable". The "buildable land" (i.e. not in the Flood Plain) is to be revised in a replat of this area to contain 13 single family lots. The land in the Flood Plain and otherwise not platted for single family housing in to be placed in a Home Owners Association for maintenance of the areas.

SITE TOPOGRAPHY, DRAINAGE AND EXISTING UTILITIES:

The following is an analysis of the existing and proposed infrastructure to serve this Planned Unit Development:

The site grade drains from a high at Meade Drive, West to the Drainage Channel. There is a culvert under Meade Drive near the North property line. There is a drainage channel from this to the West channel.

Access to the residential lots shall be from the existing public street, Walnut Lane, and a new street about 295 feet to the North (Willow Creek Lane) from Meade Drive to serve these residential lots.

Existing Sanitary Sewer lines to the South and West of these lots will be used by extending new lines to tie to existing.

New public water mains are being installed at Meade Drive. These will serve the new residences. The new water mains shall have connections and fire hydrants as required. Electric, gas, telephone, and other appropriate utilities will be extended to the site by the utility companies serving the area.

Fire protection for this development shall be provided by the Midwest City Fire Department. The nearest fire station is on SE 15th West of Douglas Boulevard. This is about one mile from the site. The necessary fire protection and running radii will be reviewed by city staff to assure compliance.

ZONING VARIANCE REQUESTS:

There are a number of variance requests we are submitting for approval. These are as follows:

1. Request the revised lot sizes of about 5,760 sq.ft. be approved. (R-6 Zoning requires a 6,000 sq. ft. lot).
2. R-6 Zoning requires a 50 ft. minimum lot width. The lot widths in this amendment are 48.5 ft. Request approval of 48.5 ft. lots.
3. Request the 25ft. front yard setback is amended to permit a 20 ft. front yard setback. (The present Plat has 20ft. front yard setbacks).
4. Request an amendment to allow "double frontage lots". There is a provision for approval if "appropriate screening" is provided. Screening will be provided at all areas except in the garage entries. This will be addressed at the Amended Plat Submittal.
5. Street ROW width is 27.33 ft. in the present Plat. There is an Utility Easement of 11.33 ft. on each side of the ROW making the total width 50 ft. The public utilities to be placed in the easements shall be located where repair access will not impact the house structure. This will be addressed at the Amended Plat Submittal.
6. The streets are to be Public and to city specifications.
7. We are requesting zero side yard setbacks where the lots abut Common Areas.
8. There are six lots (Block 0.4) which we request to be revised to two single family lots. The lot width (for each lot) is 36.5 feet frontage. We have attached plans of two houses which fit on these lots.
9. The lot coverages are requested with the belief that the large Common Areas will offset the increased percentage of coverages requested. The present coverage is a total of 65% including the building area plus all impervious surfaces (walks, drives, etc.). All lots have a 7.5ft. side yard set back on one side and a common area with a minimum width of 25ft. on the other side. See attached table showing each lot size with a maximum building area (at 55%) and a maximum area of impervious surfaces (at 10%). The total of 65% meets the present total of maximum building plus impervious surfaces.

DEVELOPMENT PROVISIONS:

1. In cases of conflict between provisions of the Planning and Zoning Code Regulations for the City of Midwest City and the provisions of this Planned Unit Development, the Planned Unit Development provisions shall supersede.
2. The new revisions are to all be single family detached residences. The requested amended Plat will keep all street ROW's, all utility easements, and all common areas unchanged. The small attached lots are requested to be revised to larger single family attached lots. The anticipated size of the house is approximately 1,500 sq. ft. - 2,500 sq. ft.
3. See the attached list of Variance Requests on page 4.
4. The present Plat has public streets and Common Areas which we propose stay as platted with the possible exception of Raintree Court which we request be vacated as a street and converted to common area.
5. There is significant tree cover on the North and West property lines of this tract. Most of all of the trees are in or will be in a common area and will be preserved. See the attached aerial photo of the area.
6. The plan is to develop all of the streets and utilities as shown on the Replat to permit the construction of the single family detached houses.

ATTACHMENT TO
AMENDMENT TO PUD NUMBER PG623

TABLE SHOWING LOT SIZES &

9/26/2017

MAXIMUM BUILDING AREAS ON EACH LOT OF THE
FOREST CREEK RE-PLAT

LOT No.	LOT SIZE	(SF) LOT AREA	(SF) MAXIMUM BLDG AT 55% OF LOT SIZE	(SF) MAX. IMPERVIOUS AT 10% OF LOT SIZE	(%) TOTAL BUILDING & IMPERVIOUS
1, Blk 3	48 ⁵ ' x 121'	5865.5	3228	586	65%
2, Blk 3	48 ⁵ ' x 121'	5865.5	3228	586	65%
3, Blk 3	48 ⁵ ' x 123'	5965.5	3281	596	65%
4, Blk 3	48 ⁵ ' x 123'	5965.5	3281	596	65%
1, Blk 2	48 ⁵ ' x 116'	5626	3094	563	65%
2, Blk 2	48 ⁵ ' x 116'	5626	3094	563	65%
3, Blk 2	36 ⁵ ' x 116'	4234	2329	423	65%
4, Blk 2	36 ⁵ ' x 116'	4234	2329	423	65%
5, Blk 2	36 ⁵ ' x 120'	5820	3201	582	65%
1, Blk 1	48 ⁵ ' x 118	5723	3148	572	65%
2, Blk 1	48 ⁵ ' x 118	5723	3148	572	65%
3, Blk 1	36 ⁵ ' x 118	4307	2369	430	65%
4, Blk 1	36 ⁵ ' x 117	4270	2349	428	65%

IMPERVIOUS AREAS

DRIVEWAYS: 3 FT X 20 FT STRIPS X 4EA =	240 SF
ENTRY WALK: 4 FT X 15 FT	60 ✓
PATIO: 10 FT X 12 FT	120 ✓
TOTAL	420 SF

FRONT ENTRY PORCHES ARE PROPOSED TO BE A "TREX" TYPE MATERIAL WHICH PERMITS WATER THROUGH TO THE GROUND BELOW.

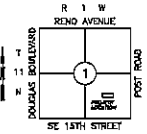
LEGAL DESCRIPTION:

Part of the Forest Creek Addition, a Residential Subdivision in Midwest City, situated on the Southeast Quarter of Section 1, Township 11 North, Range 2 West of the 1st Oklahoma County, Oklahoma, being more particularly described as follows:
 Lots 1-16 and Common Areas F, G, and K of Block 1;
 Lots 1-24 and Common Areas C, E, and I of Block 3;
 Lots 1-14 and Common Areas B, D, and H of Block 4;
 Lots 4-12 and Common Area A of Block 5;
 Lots 1-18 and Common Area A of Block 6.
 Containing 3.62 Acres More or Less.

MASTER DEVELOPMENT PLAN

OF
FOREST CREEK RE-PLAT
LOTS 1-16 AND COMMON AREAS F, G AND K OF BLOCK 1;
LOTS 7-24 AND COMMON AREAS C, E, AND I OF BLOCK 3;
LOTS 1-14 AND COMMON AREAS B, D, AND H OF BLOCK 4;
LOTS 4-12 AND COMMON AREA A OF BLOCK 5;
AND LOTS 1-18 AND COMMON AREA A OF BLOCK 6

A PART OF THE NE/4 OF SECTION 1, T11N, R2W, 1M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



LOCATION MAP
 NOT TO SCALE

NOTES:

- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH MIDWEST CITY STANDARDS.
- ALL LOTS TO BE SERVED WITH CITY WATER AND SEWER.
- ALL RESIDENCES TO BE CONSTRUCTED ON SITE (NO MANUFACTURED HOUSING).
- WATER AND SANITARY SEWER MAINS WITHIN THE SUBDIVISION TO BE 8 INCH.

OWNERSHIP:
 MIDWEST DEVELOPMENT COMPANY, INC.
 PHONE: (405) 732-0343 FAX: 737-3377

SURVEYOR:
 JAMES WALKER, REG. NO. 1006
 1212 S. W. HWY. 78
 MIDWEST CITY, OK 73130
 PHONE: (405) 737-5412

DENSITY:
 32 FAMILY RESIDENCES LOTS ON 4.71 ACRES = 11.03 RES PER ACRE

PAVING:
 APPROX. 1,230 LF OF PG CONCRETE PAVING

RECREATIONAL AREAS:
 COMMON AREA B FOR STORM WATER DETENTION AS WELL AS A POSSIBLE RECREATIONAL AREA (APPROXIMATELY 0.082 ACRES)

SCHOOL DISTRICT:
 MID-DC

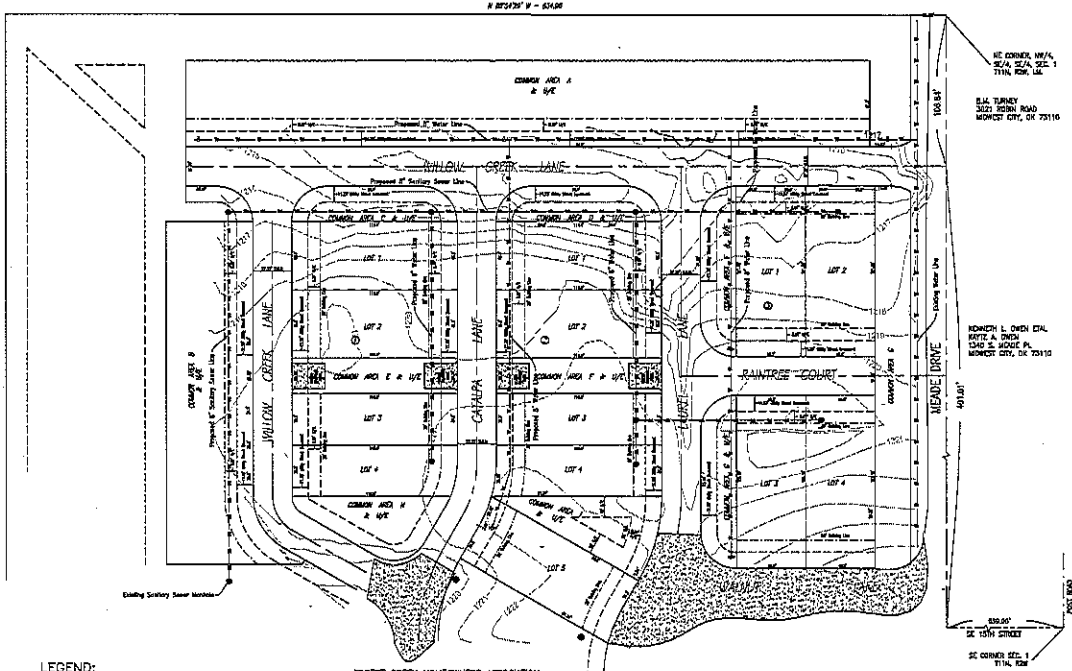
CERTIFICATE OF SURVEYOR

I, JAMES WALKER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF OKLAHOMA AND THAT THE TRUE AND CORRECT COPY OF THIS PLAN HAS BEEN FILED WITH THE PUBLIC RECORDS OF THE COUNTY OF OKLAHOMA. I HAVE BEEN UNDER THE SUPERVISION OF THE STATE SURVEYOR AND HAVE BEEN ADVISED THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 101 OF THE OKLAHOMA STATUTES.

JAMES WALKER, REGISTERED LAND SURVEYOR #1006

MICHAEL R. AND BARBARA FITZGERALD
 1100 S. CALDWELL DR.
 MIDWEST CITY, OK 73130

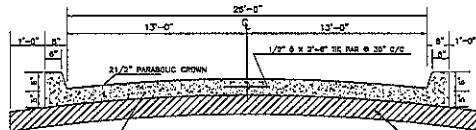
BILLY E. GOLD, JR. AND
 ALANNE GOLD
 1100 S. CALDWELL DR.
 MIDWEST CITY, OK 73130



LEGEND:

- B/L - BUILDING LIMIT LINE
- U/E - UTILITY EASEMENT
- D/E - DRAINAGE EASEMENT
- D&U/E - DRAINAGE AND UTILITY EASEMENT
- R/W OR R.O.W. - RIGHT OF WAY
- LONG WATER SERVICE CONNECTION
- SHORT WATER SERVICE CONNECTION

FOREST CREEK HOMEOWNERS ASSOCIATION
 1301 CATALPA
 MIDWEST CITY, OK 73130



TYPICAL SECTION 5" P.C. CONC. PAVING

MASTER DEVELOPMENT PLAN: RE-PLAT OF FOREST CREEK
 Jackson & Jackson Engineering, Inc.
 5350 S. Western Ave., Suite 222
 Oklahoma City, OK 73109
 Certificate of Authorization # 3770
 Expires June 30, 2015
 Phone: (405) 225-1978
 Fax: (405) 274-2897

9-07-2017

1 **PC-1923**

2 **ORDINANCE NO. _____**

3
4 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
5 **DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT,**
6 **GOVERNED BY THE R-6, SINGLE FAMILY DETACHED RESIDENTIAL DISTRICT**
7 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
8 **REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT;**
9 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

11 **ORDINANCE**

12 SECTION 1. That the zoning district of the following described property is hereby reclassified
13 to PUD, Planned Unit Development, governed by the R-6, Single Family Detached Residential
14 District subject to the conditions contained in the PC-1923 file, and that the official Zoning Dis-
15 trict Map shall be amended to reflect the reclassification of the property’s zoning district as spec-
16 ified in this ordinance:

17 Block 1 Lots 1-8, Block 1 Lots 9-16, Block 3 Lots 7-10, Block 3 Lots 11-16, Block 3
18 Lots 17-24, Block 4 Lots 1-6, Block 4 Lots 7-14, Block 5 Lots 4-8, Block 5 Lots 9-12,
19 Block 6 Lots 1-8, Block 6 Lots 9-13, Block 6 Lots 14-18 and part of the NE/4 of Section
20 1, T-11-N, R-2-W of the Indian Meridian, Oklahoma County, Oklahoma

21 SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are here-
22 by repealed.

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

26 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
27 on the _____ day of _____, 2017.

28 THE CITY OF MIDWEST CITY, OKLA-
29 HOMA

30 _____
31 MATTHEW D. DUKES II, Mayor

32 ATTEST:

33 _____
34 SARA HANCOCK, City Clerk

35 APPROVED as to form and legality this _____ day of _____, 2017.

36 _____
PHILIP W. ANDERSON, City Attorney

RESOLUTION NO. 2017-_____

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM MEDIUM DENSITY RESIDENTIAL TO LDR, LOW DENSITY RESIDENTIAL FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as Medium Density Residential:

Block 1 Lots 1-8, Block 1 Lots 9-16, Block 3 Lots 7-10, Block 3 Lots 11-16, Block 3 Lots 17-24, Block 4 Lots 1-6, Block 4 Lots 7-14, Block 5 Lots 4-8, Block 5 Lots 9-12, Block 6 Lots 1-8, Block 6 Lots 9-13, Block 6 Lots 14-18 and part of the NE/4 of Section 1, T-11-N, R-2-W of the Indian Meridian, Oklahoma County, Oklahoma

WHEREAS, it is the desire of the Midwest City Council to amend the classification of the referenced property to LDR, Low Density Residential;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Low Density Residential on the 2008 Comprehensive Plan Map.

PASSED AND APPROVED by the 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



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

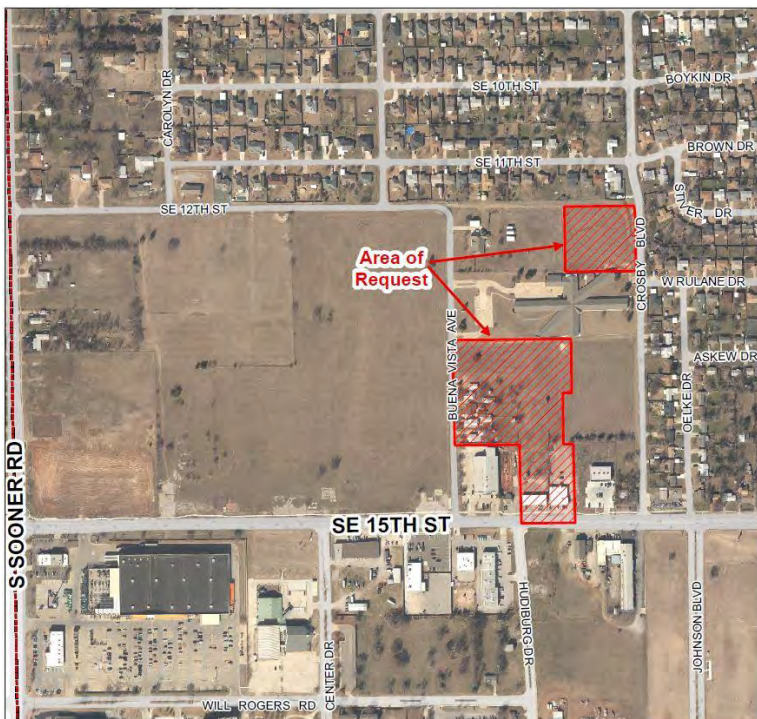
ENGINEERING DIVISION
 Patrick Menefee, City Engineer
 CURRENT PLANNING DIVISION
 Kellie Gilles, Planning Manager
 COMPREHENSIVE PLANNING
 Julie Shannon, Comprehensive Planner
 BUILDING INSPECTION DIVISION
 Christine Allison, Building Official
 GIS DIVISION
 Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: October 24, 2017

Subject: (PC – 1925) Public hearing with discussion and consideration of approval of a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to OR, Office/Retail and an ordinance to redistrict from R-6, Single Family Detached Residential, C-3, Community Commercial and R-HD, High Density Residential to Planned Unit Development (PUD) governed by the C-3, Community Commercial District 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 request is to amend zoning for a continuation of the commercial development along SE 15th Street, east of S. Sooner Rd. The zoning has been amended for Sooner Rose Phase I (Academy, Hobby Lobby and BancFirst) as well as for the future site of Sooner Rose Phase II and the Warren Theatre site. The area of request is on the east side of Buena Vista. Several variances are requested similar to those requested and approved with the SR I, SR II and Warren Planned Unit Developments. The variances are listed in detail further in this report. Staff recommends approval of this request.



Dates of Hearing:
 Planning Commission –
 October 3, 2017
 City Council – October 24,
 2017

Council Ward: Ward 1 –
 Councilmember Susan Eads

Owner: Sooner Investment
 Group, Inc.

Applicant: Bob Stearns,
 Sooner Investment Group,
 Inc

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

Size:

The area of request has a frontage along SE 15th St of approximately 230 ft and contains an area of approximately 8.08 acres.

Development Proposed by Comprehensive Plan:

Area of Request – OR, Office / Retail and LDR, Low Density Residential
North – HDR, High Density Residential and LDR, Low Density Residential
South – OR - Office / Retail and HDR, High Density Residential
East –LDR, Low Density Residential
West – OR – Office/Retail

Zoning Districts:

Area of Request – R6, Single Family Residential, C-3, Community Commercial and R-HD, High Density Residential
North – R6, Single Family Residential and R-HD, High Density Residential
South –C3, Community Commercial, R-6, Single Family Residential, and SPUD, Simplified Planned Unit Development
East - R6, Single Family Residential and SPUD, Simplified Planned Unit Development
West – PUD, Planned Unit Development and C-3, Community Commercial

Land Use:

Area of Request – Vacant, single family residences and two (2) small commercial strip centers
North – Single family residences and group care facility
South –commercial businesses and group care facility
East – single family residences
West – future Warren Theatre

Comprehensive Plan Citation:

Office/Retail Land Use

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within the PUD application and review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

(A) Innovative land development

Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

(B) Flexibility within developments

Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) Efficient use of land

Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) Function, design and diversity

Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) Modifications to development requirements

Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. The portions of the area that are zoned R6, Single Family Residential and C-3, Community Commercial have remained so since the 1986 Zoning Ordinance and Map.
2. The area of request has never been platted.
3. The Planning Commission recommended approval of this request Oct. 4, 2017.

Staff Comments:

Engineering Comments:

Water Supply and Distribution

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 north 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.

Public water line improvements are not required with this application. However, public water line improvements are proposed and will be a part of a preliminary plat application for the area of request.

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

Sanitary Sewerage Collection and Disposal

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 north 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.

Public sewer line improvements are not required with this application. However, public sewer line improvements are proposed and will be a part of a preliminary plat application for the area of request.

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

Streets and Sidewalks

Access to the area of request is available from S.E. 15th Street and Buena Vista Avenue. 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.

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

Public street and sidewalk 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.

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 as part of the preliminary plat application.

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

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

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

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application. All easement and right of requirements are addressed with the preliminary plat application.

Fire Marshal's Comments:

The Fire Marshal has reviewed this proposed PUD. All development will have to meet Chapter 15 of the Municipal Code as well as IFC requirements. All buildings requiring suppression will have to have a fire hydrant within 50 feet of the FDC.

Plan Comments:

Master Development Plan

The Master Development Plan identifies five (5) lots. Lots 1, 2, 3 and 4 are intended for commercial development. The fifth lot is separated from the rest of the development by a group care facility and will serve as storm water detention for the proposed development.

Underlying Zoning

The PUD states that this development will be governed by the C-3, Community Commercial District. The following uses are prohibited in the Property:

- Community recreation: property owners association
- Funeral and internment services: undertaking
- Personal storage
- Wholesaling, storage and distribution: restricted
- Horticulture
- Commercial parking
- Moderate impact institutional
- Community-based care facility

The PUD requests that the following Special Use Permit (SUP) uses be allowed in the Retail Property (Lots 1-6) without having to obtain a SUP:

- Alcoholic beverage retail sale
- Eating establishments (sit-down, alcoholic beverages and low point beer permitted)

Staff recommends that no uses other than storm water detention be allowed on the storm water parcel.

Access

Access to the area of request will be three (3) new curb cuts along Buena Vista Ave., two curb cuts along SE 15th as well as interior connections from the proposed PUD to the east. Staff recommends that all lots within the area of request provide for interior connections to allow people to move within the entire development. The PUD states that access between all lots within the retail property shall be provided. Currently, there are four (4) curb cuts along the proposed Lot 3 along SE 15th. This request reduces the number of curb cuts along SE 15th Street to two (2).

Access for service and delivery trucks will be north of the buildings on Lot1 to serve this development.

Parking

Parking will be required to meet the minimum standards as set forth in the Zoning Ordinance. Lots 1, 2 and 4 are considered out parcels and will need to accommodate the required parking for the future uses on each parcel.

Screening

Screening is required where a commercial, office or industrial district abuts a residential district and is only required if the lot is developed. The only part of the area of request that abuts a residential district is along the north property line. Screening will be required prior to the lot being developed. Screening will be the responsibility of the party who is developing the lot.

The Zoning Ordinance requires that commercial dumpsters be screened on three (3) sides with a minimum of 8' tall brick walls and a minimum 10' wide clear space when opened. The PUD states that dumpsters will be screened with 8' tall free standing walls, building walls or landscape berms.

Landscaping

Code requires a base of six (6) trees and twelve (12) shrubs for each building plus two (2) trees and two (2) shrubs for every ten (10) parking spaces installed. The landscaping must be installed and approved prior to issuance of any Certificates of Occupancy.

Signage

The PUD references both pylon and monument signs. It should be noted that both pylon and monument signs are considered free-standing signs and subject to the provisions for free-standing signs as noted in section 9-386 of the Sign Ordinance. The PUD states that one (1) pylon sign will be located on Lot 3 along SE 15th. This pylon sign is intended to advertise for each lot within this PUD and the Entertainment PUD for the area abutting the area of request to the east. The PUD also states that one (1) pylon sign is requested along Buena Vista Ave. This is also proposed as a multi-tenant sign advertising businesses in this PUD as well as the Entertainment PUD.

The PUD also requests a monument sign on Lot 4 along SE 15th Street to advertise the uses on Lot 3. This is a violation of the Sign Ordinance as only one free-standing sign is allowed per 300 ft. of frontage for each parcel. Staff is agreeable to this variance so that the business located on Lot 3 can have individual advertising as it is located in the rear middle of the area.

Staff is agreeable to the variance to allow for off-premise advertising as that has been allowed in similar shopping center developments such as town center. Allowing multiple businesses to advertise on a single sign reduces the total number of signs needed and allowed. The proposed pylon sign for SE 15th Street is shown on the Master Sign Plan as a total of 26' in height and 200 sq. ft. in surface area. The Midwest City Sign Ordinance allows a maximum height of 20' and surface area of 200 sq. ft. for free-standing signs.

Other elements listed in the PUD as submitted such as exterior material, pocket park, site lighting and outdoor seating areas must be complied with throughout development.

Variances Requested

- 100' of frontage required for commercial lots for Lots 2 – staff recommends approval of this request. It is common in multi-tenant commercial developments to have separate lots without the required amount of frontage on a public street such as in Sooner Rose Phase 1 and in Town Center.
- Side perimeter easement between Lots 1 and 2 – this is a requirement of the Subdivision Regulations. The Zoning Ordinance does allow for commercial properties to have a 0' side setback when sharing a common wall.
- Wall façade articulation requirement of 3 ft. in depth for every 25' of horizontal wall length for buildings over 15,000 square feet. The applicant is providing articulation on the south and west elevations but not on the north elevation - staff recommends approval of the elevations as shown on exhibit G. Staff has recommended approval for the variance to the façade articulation on the backs of buildings such as Academy, Hobby Lobby and Winco Foods but not on sides that are easily visible to the public.
- Off-premise signage for Lots 2 and 4 on the multi-tenant pylon sign located on SE 15th St. as well as one located on Buena Vista Ave. Also, off-premise signage for Lot 3 on the monument sign to be located on Lot 4 – staff recommends approval.
- Height of SE 15th Street pylon sign – For the multi-tenant sign on SE 15th St., staff recommends approval of the request for a 26' tall sign. Signs throughout Town Center and other multi-tenant developments have been granted variances to allow more businesses to advertise on one single sign. The height of a sign is measured from the ground level to the top of the structure, not just the advertising portion.

Staff first received a protest containing 45 signatures of people living near the proposed development on September 14. Another 21 signatures were received with the original protest letters on September 22. Regarding protests, the Zoning Ordinance states:

7.2.3 Protests of Amendments or Changes of Regulations, Restrictions, and Boundaries

(B)(1) Protests against proposed changes shall be filed at least three (3) days before the date of the public hearings. If protests are filed by:

- a) The owners of 20% or more of the area of the lots included in a proposed change;
or
- b) The owners of 50% or more of the area of the lots within a three hundred (300) foot radius of the exterior boundary or the territory included in a proposed change;

(2) Then the proposed change or amendment shall not become effective except by the favorable vote of three-fifths of the members of the City Council.

Of the 66 names of protesters, only 24 were property owners of the properties according to the Oklahoma County Assessor website. The property owners list submitted by the applicant contained the names of 60 property owners within 300 feet of the area of request. Staff compared the list of property owners within 300 feet to the list of protesters and found that 11 of those who signed the protest are property owners within 300 feet of the development. As less than 50% of the protesters are property owners within 300 feet of the proposed development, this does not qualify as a legal protest, however, the protest letter and signatures are included in the agenda.

This PUD shares many similarities with the Town Center PUD and the Sooner Rose Phase I and II PUD's. Those developments have been successful and are complimentary to the City of Midwest City. As this proposed PUD is, for the most part, in harmony with Town Center and Sooner Rose Phase I and II, staff recommends approval subject to staff comments.

Action Required: Approve or reject the resolution to amend a portion of the Comprehensive Plan to OR, Office/Retail and approve or reject an ordinance to redistrict to Planned Unit Development for the property noted in this report and subject to staff's comments as found in the October 24, 2017, agenda packet, and as noted in PC – 1925 file.



Billy Harless, AICP
Community Development Director
KG

Title: Sooner Rose Phase III – Retail Planned Unit Development (PUD)

Owners: Sooner Investment Group, Inc., or assigns

Midwest City Memorial Hospital Authority, a public trust

Developer: Sooner Investment Group, Inc., or assigns

Midwest City Memorial Hospital Authority, or assigns

Date: October 24, 2017

STATE OF OKLAHOMA

**SOONER ROSE PHASE III – RETAIL
PLANNED UNIT DEVELOPMENT AGREEMENT**

COUNTY OF OKLAHOMA

THIS SOONER ROSE PHASE III – RETAIL PLANNED UNIT DEVELOPMENT AGREEMENT (this “PUD”) is entered into as of the 24th day of October, 2017, by and between Sooner Investment Group, Inc. (“Sooner”), an Oklahoma corporation, and the City of Midwest City, a municipal corporation of Oklahoma (the “City”).

STATEMENT OF PURPOSE

Sooner is the owner of those certain parcels of property located in the northeast quadrant of Buena Vista Avenue and Southeast 15th Street in Midwest City, Oklahoma, as shown on Exhibit A, and more particularly described on Exhibit A-1 (the “Sooner Property”). The Midwest City Memorial Hospital Authority (the “Authority”) is the owner of that certain property immediately adjacent to the Sooner Property, as more particularly described on Exhibit A-2 (“Parcel A”), and a separate property more particularly described on Exhibit A-3 (the “Stormwater Parcel”). The Sooner Property and Parcel A shall be collectively referred to herein as the “Phase III Retail Property.” The Phase III Retail Property is currently underutilized and in need of redevelopment. This PUD will allow for best utilization of the Phase III Retail Property and ensure compatibility of the Project (defined below) with abutting properties. The design standards contained in this PUD will allow for a unique development that will provide for the highest and best use of the Phase III Retail Property while ensuring the Projects are compatible with adjoining land uses, which could not otherwise be achieved through a conventional zoning approach. The City has determined that the redevelopment of the Phase III Retail Property will be a significant asset to the City and the public.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation by Reference.

- 1.1. The Statement of Purpose set forth above is true and correct and hereby incorporated by reference.
- 1.2. The following exhibits are true and correct, are attached hereto and are hereby incorporated by reference:
 - 1.2.1. Exhibit A – Property Plan;
 - 1.2.2. Exhibit A-1 – Legal Description – Sooner Property;
 - 1.2.3. Exhibit A-2 – Legal Description – Parcel A;
 - 1.2.4. Exhibit A-3 – Legal Description – Stormwater Parcel;
 - 1.2.5. Exhibit A-4 – Legal Description – Entertainment Property;
 - 1.2.6. Exhibit B – Master Development Plan;
 - 1.2.7. Exhibit C – Stormwater Improvements
 - 1.2.8. Exhibit C-1 – Stormwater Improvements Plan;
 - 1.2.9. Exhibit D – Relationship to Abutting Uses;
 - 1.2.10. Exhibit E – Existing and Abutting Zoning Classifications;
 - 1.2.11. Exhibit F – Contour Map;
 - 1.2.12. Exhibit G – Conceptual Architectural Elevations;
 - 1.2.13. Exhibit H – Master Signage Plan;

- 1.2.14. Exhibit I – Intentionally Omitted;
 - 1.2.15. Exhibit J – Sidewalk Plan; and
 - 1.2.16. Exhibit K – Site Lighting Plan.
2. **Phase III Retail Project Description.** A shopping center is proposed as a retail Planned Unit Development (the “Phase III Retail Project”). The Phase III Retail Project combines a traditional junior retail anchor, restaurants and retail shops, with an associated outparcel user(s) into an integrated land use plan. The Phase III Retail Project may consist retail and restaurant uses, exclusive of the outparcel uses, arranged as generally depicted on Exhibit B. Exhibit B sets forth a feasible yet innovative use of the Phase III Retail Property. This PUD establishes the intensity of use of the Phase III Retail Property and appropriate standards and guidelines to assure a desired quality and character of development.
3. **Property Description / Existing Site Conditions.**
- 3.1. **Location.** The Phase III Retail Property is located along SE 15th Street and Buena Vista Avenue. Exhibit D depicts the Phase III Retail Property in relationship to abutting land uses. Immediately adjacent to the East of the Phase III Retail Property is the “Entertainment Property,” depicted on Exhibit A and more particularly described on Exhibit A-4.
 - 3.2. **Existing Land Use and Zoning.** The existing land use and zoning for the Phase III Retail Property is illustrated on Exhibit E. The Phase III Retail Property contains a mixture of single-family houses and commercial buildings.
 - 3.2.1. The zoning of properties immediately adjacent to the Phase III Retail Property area as follows: North – R-HD; South – C-3; East – R-6 and R-HD; and West – PUD.
 - 3.2.2. The Phase III Retail Property is designated as OR (Office Retail) and LDR (Low Density Residential) on the Comprehensive Plan. The land use and intensity of use of the Phase III Retail Project will conform to the C-3 zoning district. The C-3 zoning district is permitted in OR Land Use Designation.
 - 3.3. **Elevation and Topography.** The Phase III Retail Property exhibits relief across the site with grade differences of approximately Six (6) feet, from the Northwest to the Southeast. The highest elevation on the Phase III Retail Property is one thousand two hundred thirty (1230) feet above sea level, with the lowest elevation of one thousand two hundred twenty-four (1224) feet above sea level.
 - 3.4. **Drainage.** Exhibit F shows the existing drainage basis and contours for the Phase III Retail Property. Off-site detention for the Phase III Retail Property will be provided by the surface stormwater pond to be constructed on the Stormwater Parcel.
 - 3.5. **Soil Characteristics and Tree Cover.** The soil conditions on the Phase III Retail Property are generally good. The Phase III Retail Property is generally made of the Northern Cross Timbers Stephenville-Darnell soil group. It is considered acceptable for commercial uses according to the U.S. Department of Agriculture, Soil Conservation Service.
 - 3.6. **Existing and Proposed Streets.** Exhibit B depicts the existing street pattern in the area. These existing street alignments will not be changed as part of the development of the Phase III Retail Property. SE 15th Street will be improved as more particularly described on Exhibits B and C.
 - 3.7. **Utilities.** The Phase III Retail Project will be fully serviced with public water and sewer service that will conform to City requirements. Private utilities lines will be located in easements on the Phase III Retail Property as depicted on Exhibit B.
4. **Project Information.** The following provisions of this Section 4 shall specifically apply to the Phase III Retail Property.
- 4.1. **Development Regulations.** The Phase III Retail Property will be governed by the C-3 Community Commercial District regulations, except as expressly provided herein.
 - 4.1.1. The following uses allowed by right under the C-3 District will be prohibited:

- 4.1.1.1. Community recreation: property owners' association;
 - 4.1.1.2. Funeral and interment services: undertaking;
 - 4.1.1.3. Personal storage;
 - 4.1.1.4. Wholesaling, storage and distribution: restricted;
 - 4.1.1.5. Horticulture; and
 - 4.1.1.6. Commercial parking.
- 4.1.2. The following uses by special use permits in the C-3 District will be prohibited: Moderate impact institutional, and Community-based care facility.
- 4.1.3. Outdoor seating for restaurants located on the Phase III Retail Property shall be permitted in the outdoor patio areas as shown on Exhibit J. Live and recorded music shall be permitted in the outdoor patio areas provided such use is conducted in accordance with applicable City Ordinances.
- 4.1.4. The following special use permit uses in the C-3 District will be allowed on the Phase III Retail Property: alcoholic beverage retail sale; and eating establishments (sit-down, alcoholic beverages and low point beer permitted). In the event City Ordinances are amended consistent with State Question 792 and Senate Bill 383 to modify or eliminate the low point beer sales restriction, the low point beer restriction in this Section shall be amended consistent with City Ordinances without need for further amendment to this PUD.
- 4.1.5. All outdoor storage shall meet Section 2.20.3(C) of the City's Zoning Ordinance. Furthermore, shipping containers shall not be used for storage of materials except in areas screened consistent with Section 4.4.3.
- 4.1.6. All lots shall comply with the parking standards set forth in the C-3 District zoning criteria.
- 4.1.7. The Exhibits attached hereto set forth an anticipated representation of how the buildings will be located in the Phase III Retail Project; provided, however, the building layout will be subject to further refinement during the site plan process and pursuant to this Section.
- 4.1.7.1. The following may be administratively authorized as minor modifications to this Agreement without need for formal amendment thereto:
 - 4.1.7.1.1. Modifications to Exhibits B and G as to building size and orientation on Lots 1 – 4, provided that such changes do not conflict with the terms of this Agreement, which changes may include, but not be limited to, modifications needed to address retail or restaurant tenant standards (where such standard is generally utilized on a majority of tenant's comparable retail stores in the metropolitan area);
 - 4.1.7.1.2. Adjustments to the common lot lines as to Lots 1 – 4, provided that all lots, as modified, otherwise comply with the terms of this Agreement and are consistent with the approved preliminary plat for the Phase III Retail Property;
 - 4.1.7.1.3. Modifications consisting solely of revisions to plan exhibits that are necessary for compliance with the provisions of this Agreement or, where not superseded by this Agreement, provisions of the Code, and modifications to plan exhibits that are necessary for compliance with extra-jurisdictional permitting requirements; and
 - 4.1.7.1.4. De minimus modifications of up to ten percent (10%) to any of the dimensional requirements that are listed in this Agreement, as well as any associated modifications to the plan exhibits, where such modifications are needed to address errors, unanticipated conditions, or retail tenant standards (where such tenant standard is generally utilized on a majority of tenant's comparable retail stores in the metropolitan area).

- 4.1.7.2. Any changes other than those identified in Section 4.1.7.1 shall be deemed major modifications and shall require formal amendment of this Agreement.
- 4.1.8. All Lots within the Phase III Retail Property shall provide cross access rights to the benefit of all other Lots within the Phase III Retail Property as shown on Exhibit B. In addition, the following cross access rights described below and shown on Exhibit B shall also be provided:
- 4.1.8.1. Access for service and delivery trucks to the north behind the buildings on Lots 1 and 3 shall be provided to serve the buildings on the Entertainment Property; and
- 4.1.8.2. The main entry drive off SE 15th Street shall be located on Lot 4 serving the Phase III Retail Property; and
- 4.1.8.3. The Entertainment Property shall be entitled to cross access across the Phase III Retail Property consistent with this Agreement. There shall be no right to modify any existing drive aisle or other improvements on the Phase III Retail Property relating to this cross access.
- 4.1.9. Without limiting the applicability of the provisions of this Agreement, the following variances from the City's Zoning Ordinance shall be permitted by this Agreement:
- 4.1.9.1. One hundred feet (100') of frontage for Lot 3 as shown on Exhibit B;
- 4.1.9.2. Side perimeter easement along the common property line between Lots 1 and 3, as shown on Exhibit B;
- 4.1.9.3. The northern wall façade articulation for any building over fifteen thousand square feet (15,000 sq.ft.) shall be constructed substantially similar to such buildings as shown on Exhibit G; and
- 4.1.9.4. Off-premises signage for Lot 1, Lot 3, Lot 4, and the Entertainment Property, to be located on the Buena Vista Pylon Sign (defined below), and off-premises signage for Lot 1, Lot 2, and Lot 3 to be located on the SE 15th St. Pylon Sign (defined below), all pursuant to the provisions of Section 4.4.1.1 and as shown on Exhibit H.
- 4.2. **Sequence of Development.** Upon receiving the necessary approvals, mass grading of the site will commence in late 2017 or 2018. It is anticipated that site development of Lot 3 will be completed in 2018. Incremental site development of Lots 1, 2, and 4 will occur on or before completion of the above-referenced areas.
- 4.3. **Stormwater Improvements.** Sooner shall construct, or cause to be constructed, the public improvements identified on Exhibit C (the "Stormwater Improvements") as part of the Phase III Retail Project, and pursuant to the terms and conditions set forth in this Section.
- 4.4. **Development Amenities.**
- 4.4.1. **Signage.** Signage within the Phase III Retail Property will comply with the City's sign ordinance except as provided in this Section and Exhibit H. In the event of any conflict between the City's sign ordinance and this Agreement (including Exhibit H), this Agreement shall control. With respect to any issue not specifically addressed by this Agreement (including Exhibit H), the City's sign ordinance shall control.
- 4.4.1.1. **Pylon Signage.** The number of permitted pylon signs and the combined total square footage of the sign area shall be as provided in this Section.
- 4.4.1.1.1. One (1) shopping center pylon sign shall be permitted to be located along Buena Vista Ave. for uses located on the Phase III Retail Property (and the Entertainment Property, pursuant to the terms of Section 4.4.1.1.3.), as more particularly described on Exhibit H (the "Buena Vista Pylon Sign"). The Buena Vista Pylon Sign shall comply with the design criteria as set forth in Exhibit H.
- 4.4.1.1.2. One (1) shopping center pylon sign shall be permitted to be located along SE 15th Street for uses located on the Phase III Retail Property (and the

Entertainment Property, pursuant to the terms of Section 4.4.1.1.3.), as more particularly described on Exhibit H (the “SE 15th St. Pylon Sign”).

- 4.4.1.1.3. The Entertainment Property shall be permitted to place signage on the Buena Vista Pylon Sign or the SE 15th St. Pylon Sign subject to terms and conditions set forth in the Planned Unit Development Agreement for the Entertainment Property. Off-site signage for the Phase III Retail Property and the Entertainment Property is justified by the public benefit of creating a unified, cohesive mixed-use commercial development incorporating both developments and in support of redevelopment of the commercial area along SE 15th Street. In no event shall the Entertainment Property be entitled to signage on both the Buena Vista Pylon Sign and SE 15th St. Pylon Sign.
- 4.4.1.1.4. No other pylon signs shall be permitted on the Phase III Retail Property except as provided in this Section.
- 4.4.1.2. **Monument Signage.** The number of permitted pylon signs and the combined total square footage of the sign area shall be as provided in this Section.
- 4.4.1.2.1. In lieu of the Buena Vista Pylon Sign as described above, monument signs shall be permitted on Lots 1 and 2 for uses located on such respective Lots, as more particularly described on Exhibit H. For so long as the Buena Vista Pylon Sign shall be operated pursuant to Section 4.4.1.1.1, then there shall be no monument signs constructed on Lots 1 and 2. For so long as one or both monument signs are operated on Lots 1 or 2 pursuant to this Section, then there shall be no right to construct the Buena Vista Pylon Sign.
- 4.4.1.2.2. Lot 4 shall be permitted a monument sign for uses located on Lot 3 to be located on SE 15th Street as more particularly described on Exhibit H.
- 4.4.1.2.3. No other monument signs shall be permitted on the Phase III Retail Property except as provided in this Section.
- 4.4.1.3. **Wall Signage.** Wall signage buildings on the Phase III Retail Property shall be as follows:
- 4.4.1.3.1. For Lots 1- 3:
- 4.4.1.3.1.1. A maximum of 1.5 square feet of signage area for every linear foot of building façade will be allowed for each building façade that faces a public street.
- 4.4.1.3.1.2. A maximum of 1.0 square feet of signage area for a building façade will be allowed for each building façade that faces a common property line.
- 4.4.1.3.1.3. Graphic logos are permitted provided the sign area of the logo is included in the maximum allowable sign area for each façade.
- 4.4.1.3.1.4. No signs attached to buildings shall be mounted lower than 7’-0” A.F.F.
- 4.4.1.3.2. For Lot 4:
- 4.4.1.3.2.1. Maximum height is 72” at single lines, 96” at double lines. A 6” space must be maintained between rows of double lines.
- 4.4.1.3.2.2. The overall length or spread of letters shall not exceed 55% of leased front footage unless otherwise approved by the Landlord.
- 4.4.1.3.2.3. Signage must be centered on storefront or entrance.
- 4.4.1.3.2.4. Maximum size for the junior anchor (as identified on Exhibit H) not to exceed 300 sf per sign, 375 sf aggregate. For the 3,500 sf space tenant as shown on Exhibit H, overall length or spread of letters shall not exceed 80%

of leased length of façade or 80 SF maximum area per façade and 160 SF aggregate.

4.4.1.3.2.5. Primary sign shall face the main parking lot. A secondary sign shall be permitted facing a common property line. If a secondary sign is used, the aggregate signage shall not exceed the maximum sign area.

4.4.1.3.2.6. Other than the primary business name and logo, secondary copy describing the nature of the business will not be permitted.

4.4.2. Architecture. The design of each building shall be generally consistent with Exhibit G. Building design shall be compatible with or in a clear relationship with the buildings throughout the Phase III Retail Project. With respect to any issue not specifically addressed by the Exhibit G, the architectural design provisions of the City’s zoning ordinance shall control. Except as expressly provided below, the buildings throughout the Phase III Retail Project shall comply with the architectural design provisions of the City’s zoning ordinance.

4.4.2.1. Exterior building materials shall utilize at least three different exterior wall materials on each wall.

4.4.2.2. Anchor tenants’ main entrance façade shall incorporate brick or stone elements.

4.4.2.3. Window frames shall be aluminum storefront.

4.4.2.4. Return features on the building façade should have a depth of five feet (5’) of the façade plane.

4.4.2.5. The following exterior building materials shall be permitted:

4.4.2.5.1. Boral bricks;

4.4.2.5.2. Mortar – natural;

4.4.2.5.3. Cast Stone – Cordova Stone “Buff”;

4.4.2.5.4. Miscellaneous Metal;

4.4.2.5.5. Colored Concrete Block (integral color);

4.4.2.5.6. Awnings or horizontal metal canopies - Standing-seam metal. Awnings shall be black, corporate identity color, or other colors as permitted by the City’s architectural design ordinance;

4.4.2.5.7. Coping – Kawneer 500 finish to match adjacent cornice material;

4.4.2.5.8. Storefront – Clear anodized aluminum with clear insulating glass; and

4.4.2.5.9. Metal roofing – Standing seam metal (Kawneer 500 Finish).

4.4.2.6. The following exterior building materials shall not be permitted:

4.4.2.6.1. Fabric awnings;

4.4.2.6.2. EIFS material shall not be permitted (i) less than 36 inches above grade and (ii) the total square footage of EIFS material used on a building shall not exceed twenty percent (20%) of the total amount of surface area of all walls of the building;

4.4.2.6.3. Cast concrete panels, unless such panels are articulated with decorative reveals and coated to simulate a textured stucco appearance; and

4.4.2.6.4. Exposed neon tubing as building decoration.

4.4.3. Screening.

4.4.3.1. All rooftop mechanical units and equipment shall be screened from view from public rights-of-way.

4.4.3.2. Dumpster and service areas shall be screened as shown on Exhibit B and as follows:

- 4.4.3.2.1. All dumpsters shall be screen by either free standing walls, building walls, or landscape berms of not less than eight feet (8') in height on three (3) sides, with a ten foot (10') opening;
- 4.4.3.2.2. Landscaping for a softening effect or a solid screen can be of shrubs or climbing vines, which provide color and texture; and
- 4.4.3.2.3. All utility service not screened within a solid, screen wall or fence shall have a natural evergreen screen which completely screens the utility service view from public areas upon installation.
- 4.4.3.3. Screening along the north side of the Phase III Retail Property shall be screened as shown on Exhibit B, which screening shall be required until such time that the adjoining property to the North is zoned for commercial uses.
- 4.4.4. **Pocket Park.** A pocket park shall be provided on the Phase III Retail Property consistent with Exhibit B and Exhibit J.
- 4.4.5. **Sidewalks.** Sidewalks shall be installed on the Phase III Retail Property consistent with Exhibit J. Crosswalks will not be installed where access from arterial streets of SE 15th Street is provided.
- 4.4.6. **Site Lighting.** Site lighting shall be provided for the Phase III Retail Property consistent with Exhibit K. Site lighting shall be directional so as to minimize glare onto properties adjoining the Phase III Retail Property.
- 4.4.7. **Landscaping.** Landscaping materials shall be installed through the Phase III Retail Property consistent with this Section. In addition, landscaping materials required for buffering and screening from adjoining uses shall be installed along the Phase III Retail Property perimeter as required by the City's Zoning Ordinance and consistent with this Section.
 - 4.4.7.1. **Landscape Standards.** The following landscape standards shall apply to all parcels. Shrubbery and ground covers shall be used in mass plantings to provide variety and contrasting visual effect in color, shapes, and texture. Irrigation must be supplied to assure survival of the plant material and ease in the maintenance of the site.
 - 4.4.7.2. **Landscape – Design Criteria.**
 - 4.4.7.2.1. Minimum Pervious Area Requirements:
 - 4.4.7.2.1.1. Lots 1, 2 and 3, together with the Stormwater Parcel, shall provide a cumulative the maximum area for both building and paved area of not more than 90%. The cumulative pervious area for Lots 1, 2 and 3, together with the Stormwater Parcel, must be at least 10%, and no individual Lot of 1 – 3 shall have less than 8% pervious area. Lot 4 shall have a maximum area for both building and paved area of not more than 90%, and shall have not less than 10% pervious area. The pervious area shall be landscaped with trees, shrubs, and grass. River rock shall not be considered a pervious material for purposes of this Section.
 - 4.4.7.2.1.2. Total landscaping expenditures for a lot must be a minimum of \$25,000/acre for outparcels, and \$10,000/acre for all anchor store and remaining developer retail tracts. Total landscaping expenditures shall be limited to materials and labor for all in-ground landscaping, irrigation, planters, and other landscaping materials. Expenditures shall not include cost of professional fees, hardscape paving, and maintenance.
 - 4.4.7.2.2. Plant Materials

- 4.4.7.2.2.1. Trees shall be species having a minimum mature spread ranging from 15' to 40' and with a minimum mature height of 20' and installation size of 2 ½" minimum calibers at 6" above base.
- 4.4.7.2.2.2. Evergreen trees shall have a minimum of 7' in height when installed.
- 4.4.7.2.2.3. Flowering trees shall be a 2" minimum caliber when installed.
- 4.4.7.2.2.4. Shrubs used for Section 4.4.3 screening purposes shall be minimum of 2' in height and 18" in width at installation.
- 4.4.7.2.2.5. Flower beds are encouraged and shall be planted in acceptable areas to create color, texture, and interest.
- 4.4.7.2.2.6. Refer to Section 4.4.7.5 for listing of acceptable plant materials.
- 4.4.7.3. **Types of Landscaped Areas.** The following items shall be provided as shown on Exhibit B:
 - 4.4.7.3.1. A planted area between the designated walk and adjacent vehicular drives shall be provided.
 - 4.4.7.3.2. A landscaped area within one hundred feet (100') of every parking space;
 - 4.4.7.3.3. Curbed island at the end of every double row of parking and equal to the parking space length shall be provided.
 - 4.4.7.3.4. Landscaping shall be provided at perimeter of parking areas.
 - 4.4.7.3.5. Plant Maintenance Requirements – all landscaped areas shall be maintained to provide clean, attractive grounds.
- 4.4.7.4. **Hardscape Amenities.**
 - 4.4.7.4.1. Site furnishings such as benches, waste receptacles, tables, bike rack, etc. shall be in character with the building architecture and the surrounding landscaping and painted black.
 - 4.4.7.4.2. A minimum of one (1) 5'-0" long bench and one (1) trash receptacle with ash urn shall be provided at each outparcel building front entrance.
 - 4.4.7.4.3. Solid concrete paving shall be stamped or tooled to form a scaled down pattern.
- 4.4.7.5. **Permitted Landscaping Materials.** The materials listed on the following page shall be permitted. Materials not listed may be permitted subject to staff approval.

LARGE TREES – SINGLE AND MULTI-TRUNK

Autumn Applause Ash
Urbanite Ash
Lacebark Elm
Chinese Pistache
Greenspire Linden
Green Vase Zelkova
Shumard Oak
Green Mountain Maple
Legacy Maple
Autumn Purple Ash
Bloodgood
London Planetree
English Oak
Fruitless Sweetgum
Black Gum
Hackberry
Burr Oak
Heritage Birch
Red Maple (improved variety)
Bald Cypress

SMALL/FLOWERING ACCENT TREES – SINGLE TRUNKS

Capital Pear
Redspire Pear
Cleveland Select Pear (Chanticleer Pear)
Oklahoma Redbud
Texas White Redbud
Forest Pansy Redbud
Yoshino Cherry
Kousa Dogwood
Common Chokecherry
Some Crabapple Species

EVERGREEN TREES

Blue Atlas Cedar
Scotch Pine
Austrian Pine
Loblolly Pine
Slash Pine
Live Oak
Bracken’s Brown Beauty & Select #3 So.
Magnolia
Merrill Magnolia

UPRIGHT EVERGREEN ACCENTS

Nellie R. Stevens Holly
Foster’s Holly
DWF Alberta Spruce
DWF Bosnian Pine (DWF Austrian)
Cailf Incense Cedar
Hoopsi Spruce
Emily Brunner Holly

EVERGREEN SHRUBS

Nellie R. Stevens Holly
Manhattan Euonymus
Otto Luyken’s Laurel
DWF Yaupon Holly Pride of Houston
Greenmound Juniper
Broadmoor Juniper
Shore Juniper
Prince of Wales Jun.
Harbor DWF Nandina
Gulfstream Nandina
Santolina
Abelia
Japanese Spreading Yew
Blue Hollies
Wintergreen Boxwood
Drawf Burford Holly
Carissa Holly
Sweetspire
Junipers (various varieties)
Nandina (various varieties)
Loropetalum

DECIDUOUS SHRUBS

Dwarf Burning Bush
Goldmound Spiraea
Hosta
Gro-Low Sumac Dwarf
Crape Myrtle
Limemound Spiraea
Compact Butterfly Bush
Pygmy Barberry
Rosy Glow Barberry
Blue Mist Caryopteris
Meidiland Rose
Dwarf Kelsey Dogwood
Ornamental grasses (various varieties)
Knock-out roses

MULTI-TRUNK ACCENT TREES/SHRUBS

Chase Tree
Saucer Magnolia
Yaupon Holly
American Holly
Warren’s Red Delicious Holly
AmurMaple Serviceberry
Crapemyrtle
Royal Star Magnolia
Cockspur Hawthorn
Viburnum

GROUNDCOVER

Big Blue Liriope
Coloratus
Ajuga
Dwarf Mondo Grass
Vinca Minor

Exhibit A-1

Legal Description - Sooner Property

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

COMMENCING at southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along the south line of said Southwest Quarter, a distance of 296.00 feet to the POINT OF BEGINNING;

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

THENCE North 01°23'57" West, parallel with the east line of said Southwest Quarter, a distance of 330.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 271.00 feet to a point of intersection with the centerline of Buena Vista Avenue as established by EASEMENT FOR RIGHT OF WAY recorded in Book 64, Page 69;

THENCE North 01°23'57" West, along said centerline and parallel with the east line of said Southwest Quarter, a distance of 440.00 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 396.00 feet;

THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 440.00 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 100.00 feet;

THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 330.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 248,464 square feet or 5.7040 acres, more or less.

The basis of bearing for this survey is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

RM 8-30-17

Exhibit A-2

Legal Description – Parcel A

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

COMMENCING at southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along the south line of said Southwest Quarter, a distance of 296.00 feet to the POINT OF BEGINNING;

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

THENCE North 01°23'57" West, parallel with the east line of said Southwest Quarter, a distance of 330.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 271.00 feet to a point on the centerline of Buena Vista Avenue as established by Easement for Right of Way recorded in Book 64, Page 69;

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

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 498.15 feet;

THENCE South 00°35'11" East a distance of 225.02 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 37.50 feet;

THENCE South 00°35'11" East a distance of 214.94 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 41.59 feet;

THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 330.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 283,976 square feet or 6.5192 acres, more or less.

The basis of bearing for this description is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

Exhibit A-3

Legal Description - Stormwater Parcel

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, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of said Southwest Quarter;

THENCE North 01°23'57" West, along the East line of said Southwest Quarter, a distance of 1,045.00 feet to the POINT OF BEGINNING;

THENCE South 89°24'49" West, parallel with the South line of said Southwest Quarter, a distance of 316.80 feet;

THENCE North 01°23'57" West, parallel with the East line of said Southwest Quarter, a distance of 275.02 feet (275.00 feet per vesting deed) to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the South line of said Southwest Quarter, a distance of 316.80 feet to a point on the East line of said Southwest Quarter;

THENCE South 01°23'57" East, along said East line, a distance of 275.02 feet (275.00 feet per vesting deed) to the POINT OF BEGINNING.

Said described Tract 2 contains a gross area of 87,118 square feet or 1.9999 acres and a net area, less streets rights of way, of 72,946 square feet or 1.6746 acres, more or less.

The basis of bearing for this description is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

Exhibit A-4

Legal Description - Entertainment Property

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

COMMENCING at southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along the south line of said Southwest Quarter, a distance of 296.00 feet;

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

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 41.59 feet;

THENCE North 00°35'11" West a distance of 214.94 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 17.50 feet;

THENCE North 00°35'11" West a distance of 225.02 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 313.84 feet to a point on the east line of said Southwest Quarter;

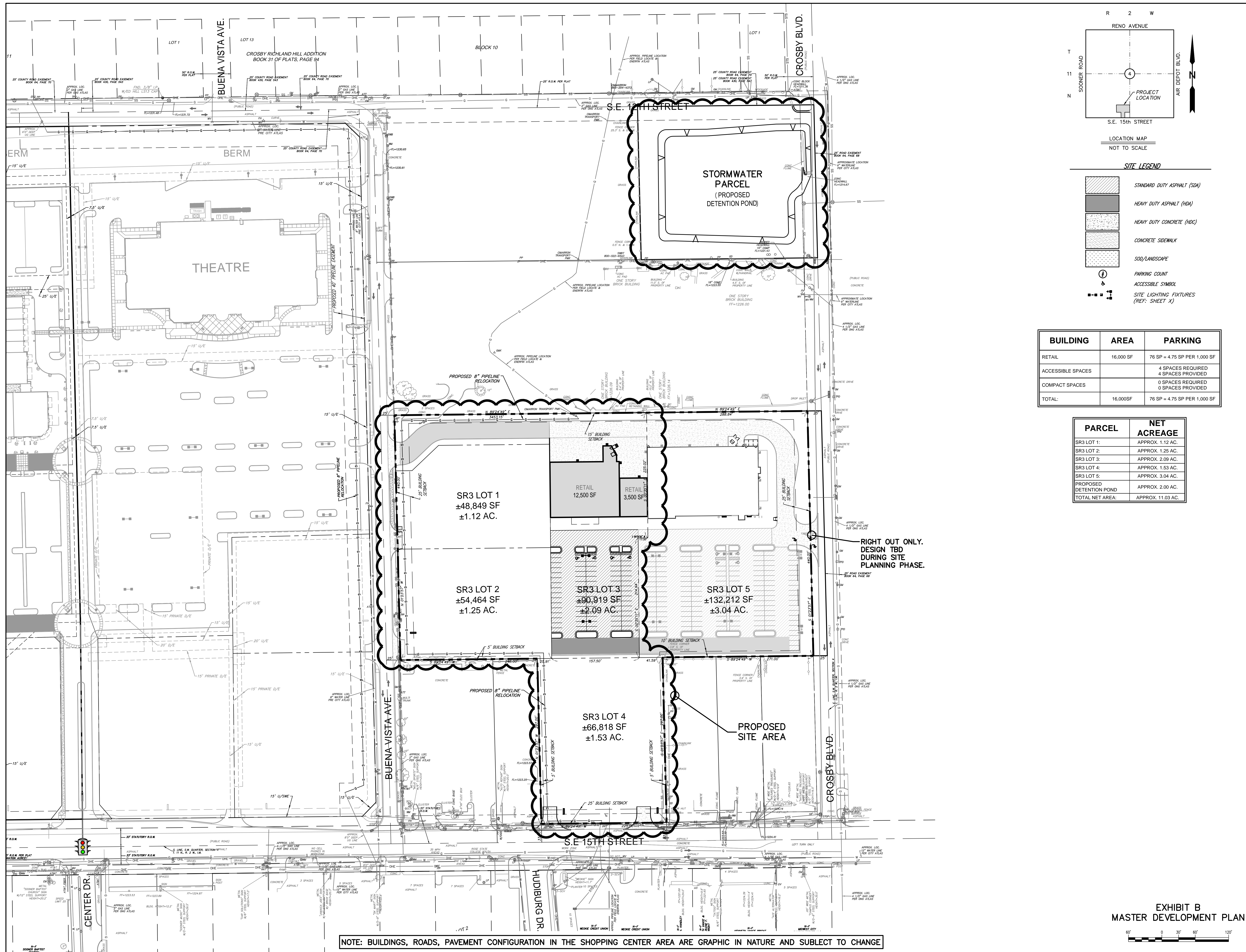
THENCE South 01°23'57" East, along said east line a distance of 440.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 296.00 feet to the POINT OF BEGINNING.

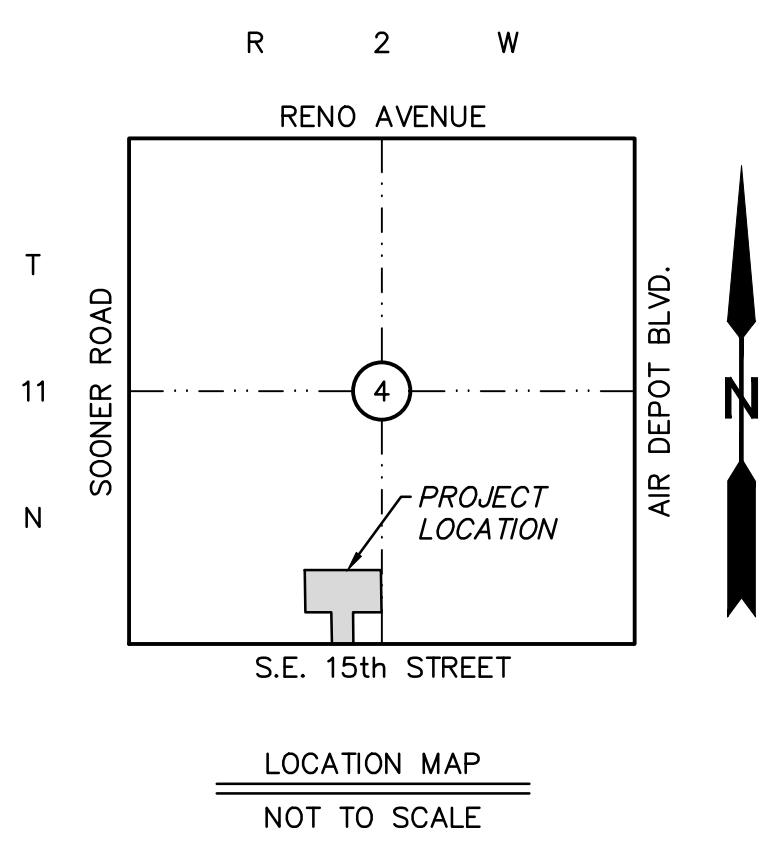
Said described tract of land contains an area of 143,212 square feet or 3.2877 acres, more or less.

The basis of bearing for this description is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

9-14-17-RM



NOTE: BUILDINGS, ROADS, PAVEMENT CONFIGURATION IN THE SHOPPING CENTER AREA ARE GRAPHIC IN NATURE AND SUBJECT TO CHANGE



SITE LEGEND

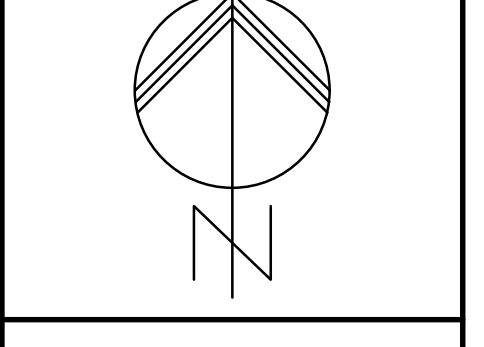
[Pattern]	STANDARD DUTY ASPHALT (SDA)
[Pattern]	HEAVY DUTY ASPHALT (HDA)
[Pattern]	HEAVY DUTY CONCRETE (HDC)
[Pattern]	CONCRETE SIDEWALK
[Pattern]	SOD/LANDSCAPE
[Symbol]	PARKING COUNT
[Symbol]	ACCESSIBLE SYMBOL
[Symbol]	SITE LIGHTING FIXTURES (REF: SHEET X)

BUILDING	AREA	PARKING
RETAIL	16,000 SF	76 SP = 4.75 SP PER 1,000 SF
ACCESSIBLE SPACES		4 SPACES REQUIRED 4 SPACES PROVIDED
COMPACT SPACES		0 SPACES REQUIRED 0 SPACES PROVIDED
TOTAL:	16,000SF	76 SP = 4.75 SP PER 1,000 SF

PARCEL	NET ACREAGE
SR3 LOT 1:	APPROX. 1.12 AC.
SR3 LOT 2:	APPROX. 1.25 AC.
SR3 LOT 3:	APPROX. 2.09 AC.
SR3 LOT 4:	APPROX. 1.53 AC.
SR3 LOT 5:	APPROX. 3.04 AC.
PROPOSED DETENTION POND	APPROX. 2.00 AC.
TOTAL NET AREA:	APPROX. 11.03 AC.

RIGHT OUT ONLY.
DESIGN TBD
DURING SITE
PLANNING PHASE.

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SOONER INVESTMENT
Commercial and Investment Real Estate
2301 West 14th Street, Suite 100
Midwest City, Oklahoma, OK 73112
(405)944-0456 Fax (405)944-2986

NOT VALID FOR CONSTRUCTION
**PRELIMINARY
NOT FOR
CONSTRUCTION**
UNLESS SHOWN IN THIS BLOCK

SOONER ROSE PHASE III RETAIL
S.E. 15TH ST. & BUENA VISTA AVE
MIDWEST CITY, OKLAHOMA

SMC
Consulting Engineers, P.C.
1000 N. Lincoln Blvd., Suite 100
Midwest City, Oklahoma 73110
Phone: (405) 944-0456 Fax: (405) 944-2986
Website: www.smccoe.com
Professional Engineer License No. 44,458 Exp. 06/30/2018
Professional Engineer License No. 44,459 Exp. 06/30/2018
Professional Engineer License No. 44,460 Exp. 06/30/2018
Professional Engineer License No. 44,461 Exp. 06/30/2018
Professional Engineer License No. 44,462 Exp. 06/30/2018
Professional Engineer License No. 44,463 Exp. 06/30/2018
Professional Engineer License No. 44,464 Exp. 06/30/2018
Professional Engineer License No. 44,465 Exp. 06/30/2018
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Professional Engineer License No. 44,467 Exp. 06/30/2018
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Professional Engineer License No. 44,499 Exp. 06/30/2018
Professional Engineer License No. 44,500 Exp. 06/30/2018

PROJECT NO: 6082.20
DATE: 08/29/17
SCALE: DRAWN BY: MDS
ENGINEER: TRENCE L. HAYNES
P.E. NUMBER: 16820

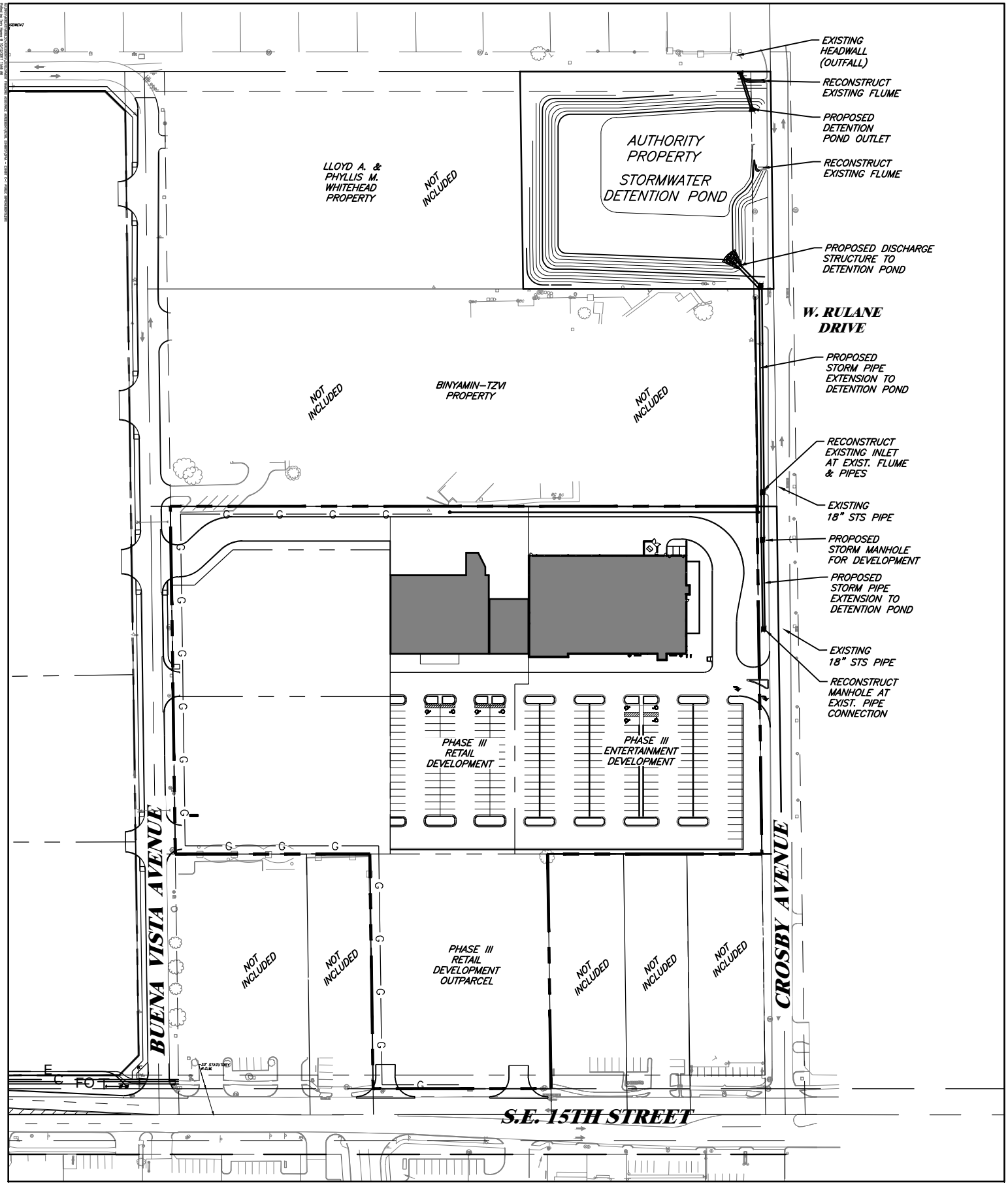
**EXHIBIT B
MASTER DEVELOPMENT PLAN**
SHEET NO. 1

**EXHIBIT B
MASTER DEVELOPMENT PLAN**
0' 30' 60' 120'

Exhibit C

Stormwater Improvements

- 1.1. Stormwater Improvements:
 - 1.1.1. A Stormwater Detention Pond shall be constructed on the Stormwater Parcel with outlet structures, energy dissipater measures (i.e. rip rap) and perimeter security fence as depicted on Exhibit C-1.
 - 1.1.2. Stormwater pipe shall be constructed along the west-side of Crosby Boulevard from the Stormwater Detention Pond to the Phase III Entertainment Development as depicted on Exhibit C-1. The stormwater pipe shall be sized to transport rainwater runoff from 1) the existing stormwater inlets and pipes located along Crosby Boulevard and 2) the Phase III Retail Development and Phase III Entertainment Development. Incidental construction such as the demolition of existing stormwater pipes and appurtenances and the adjustment of other utilities to accommodate the new construction shall be included in the stormwater pipe construction project.
 - 1.1.3. The materials excavated from the Stormwater Parcel shall be transported and stock-piled on the Phase III Retail Development and Phase III Entertainment Development for reuse in the construction of the Phase III Retail Development and Phase III Entertainment Development.



- EXISTING HEADWALL (OUTFALL)
- RECONSTRUCT EXISTING FLUME
- PROPOSED DETENTION POND OUTLET
- RECONSTRUCT EXISTING FLUME
- PROPOSED DISCHARGE STRUCTURE TO DETENTION POND
- W. RULANE DRIVE
- PROPOSED STORM PIPE EXTENSION TO DETENTION POND
- RECONSTRUCT EXISTING INLET AT EXIST. FLUME & PIPES
- EXISTING 18" STS PIPE
- PROPOSED STORM MANHOLE FOR DEVELOPMENT
- PROPOSED STORM PIPE EXTENSION TO DETENTION POND
- EXISTING 18" STS PIPE
- RECONSTRUCT MANHOLE AT EXIST. PIPE CONNECTION

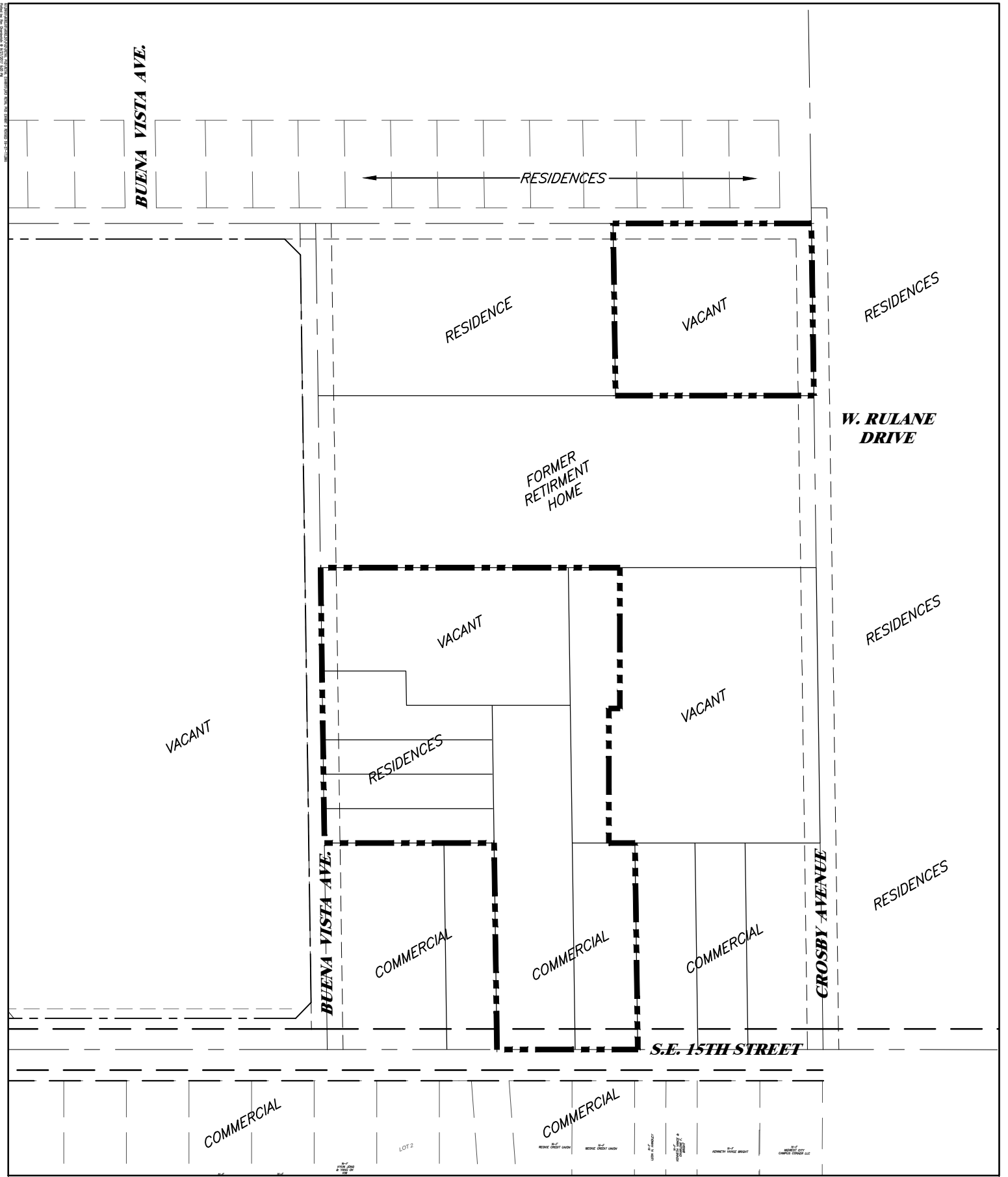
SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

DEVELOPMENT FINANCING ASSISTANCE AGREEMENT
 SOONER ROSE PHASE 3
 MIDWEST CITY, OK

EXHIBIT C-1
 PUBLIC IMPROVEMENTS



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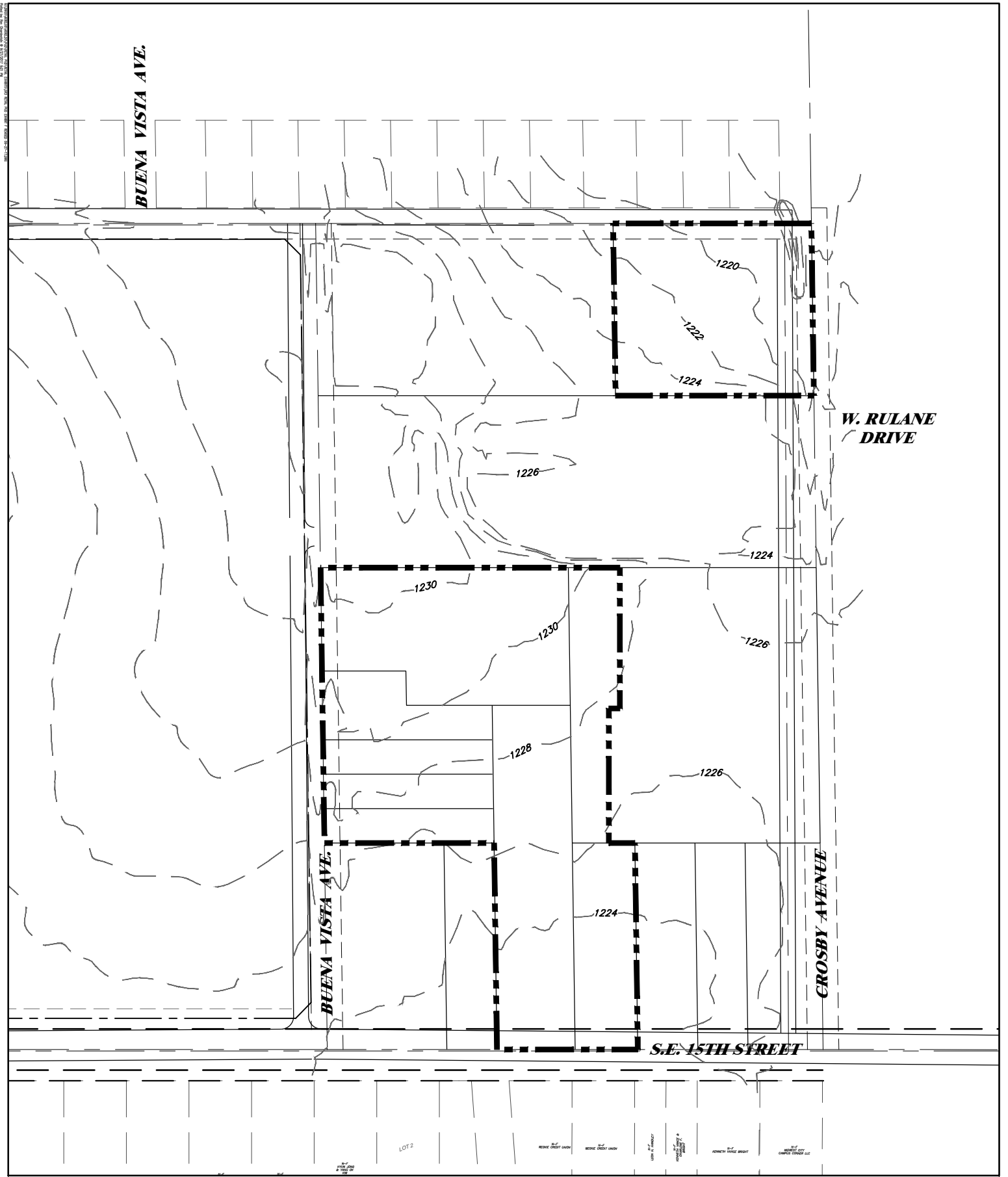
SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

PLANNED UNIT DEVELOPMENT
 SOONER ROSE PHASE 3 RETAIL
 MIDWEST CITY, OK

RELATIONSHIP TO
 ABUTTING USES
EXHIBIT "D"

315
 NOT TO SCALE


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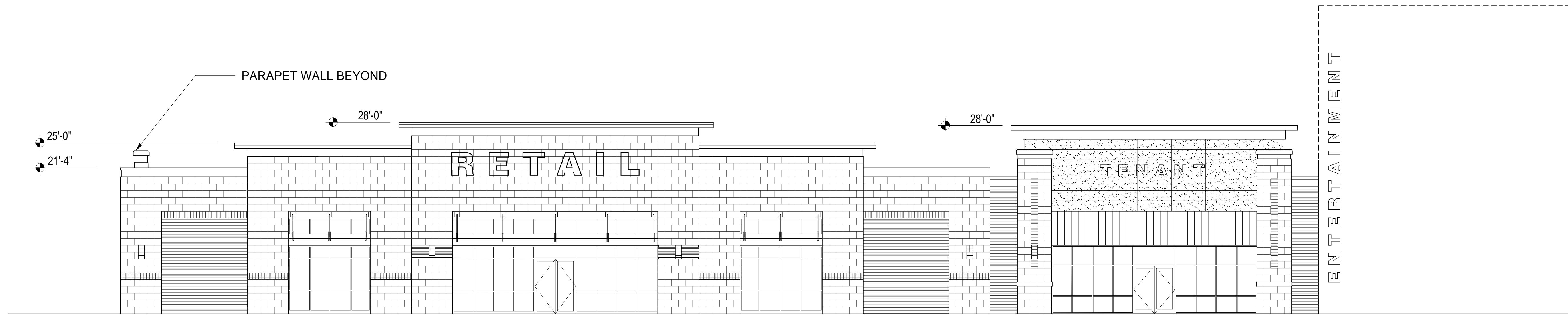
SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

PLANNED UNIT DEVELOPMENT
 SOONER ROSE
 PHASE 3 ENTERTAINMENT
 MIDWEST CITY, OK

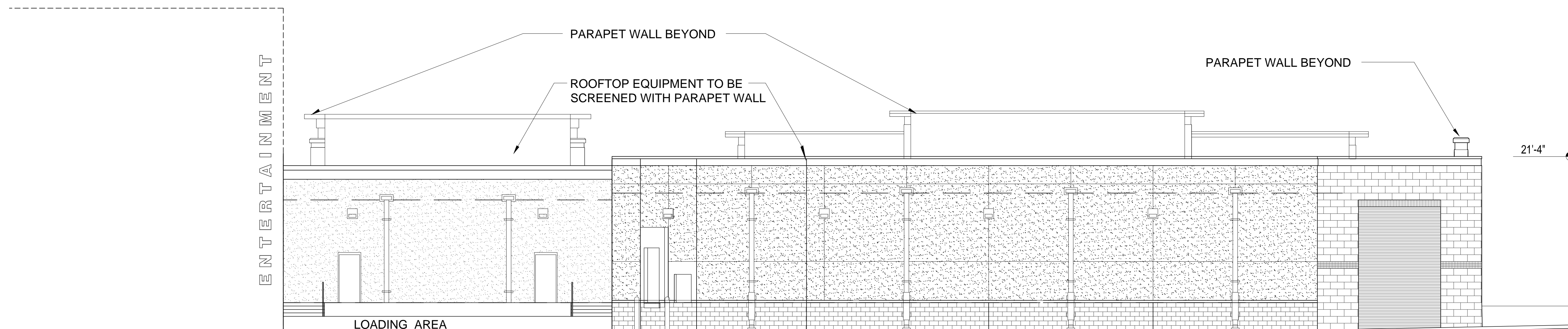
EXISTING CONTOUR MAP
EXHIBIT "F"


 317
 NOT TO SCALE

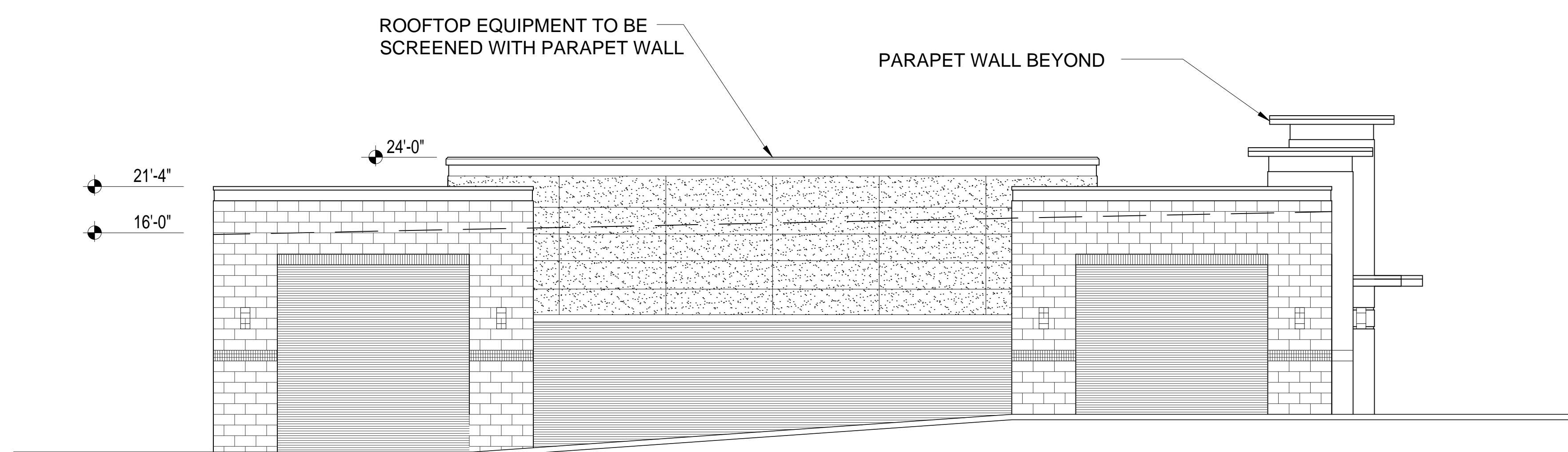
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3 SOUTH ELEVATION CONT.
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



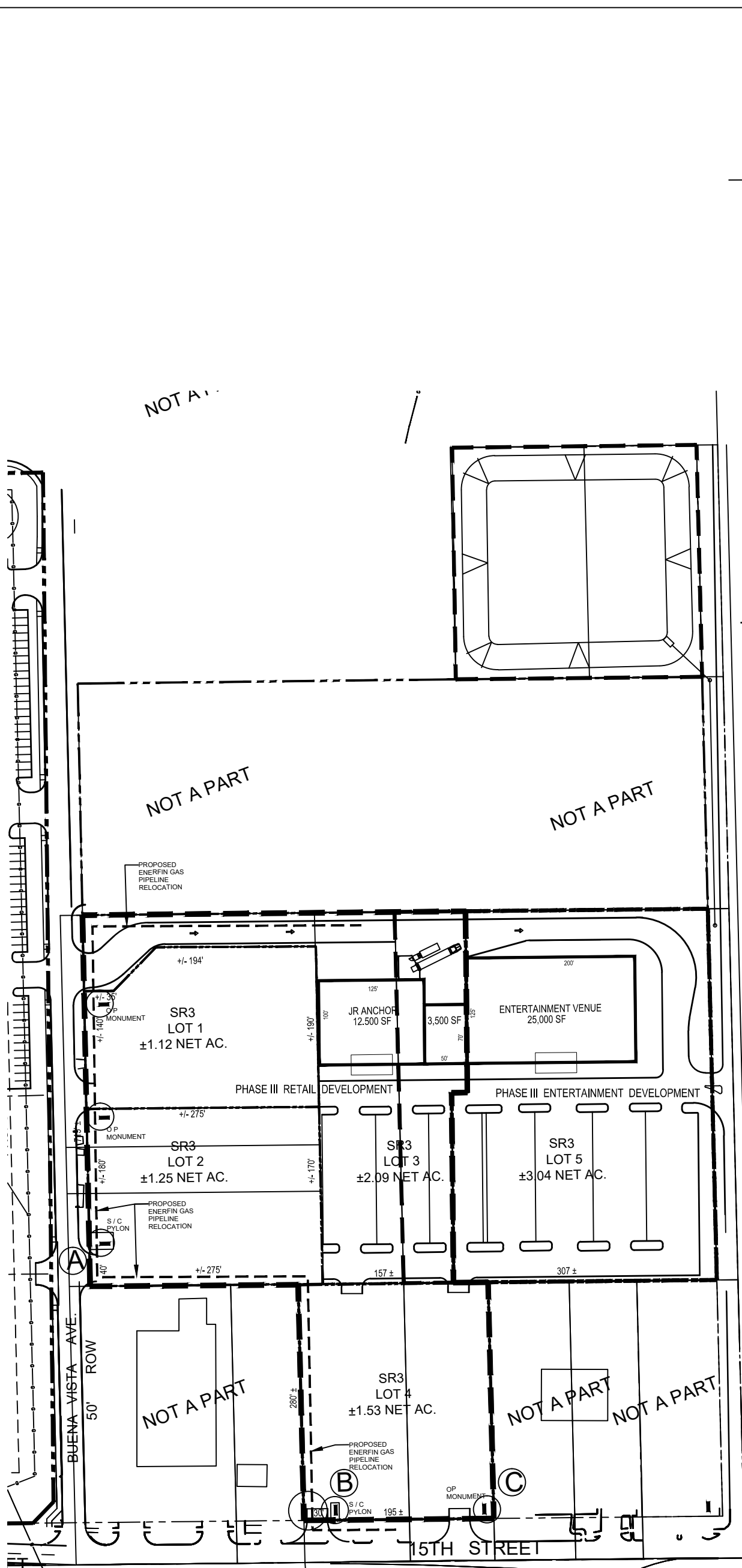
1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

MATERIALS LIST	
COPING	PRE-FINISHED METAL
WALLS	BRICK, EIFS, CAST STONE
STOREFRONT	CLEAR ANODIZED ALUMINUM
	SPLIT FACED CMU
CANOPIES	STANDING SEAM, FABRIC
HORIZONTAL AWNINGS	PRE-FINISHED METAL

NOTE: ELEVATION RENDERINGS ARE SCHEMATIC IN NATURE. CHANGES TO THE DESIGN TO ALLOW FOR TENANT LAYOUT AND BRANDING SHALL BE APPROVED ADMINISTRATIVELY PRIOR TO CONSTRUCTION.

REV	DATE

PROJECT NO. 16.001.00
DATE 10-13-2017
SHEET EL-1



NOT A PART

NOT A PART

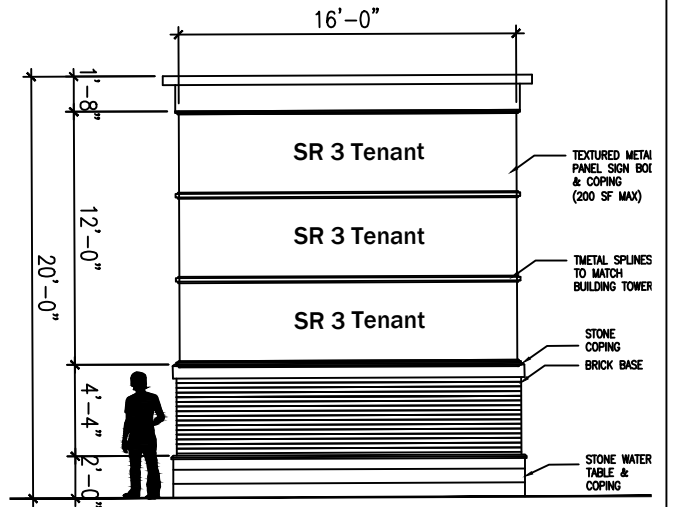
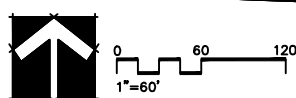
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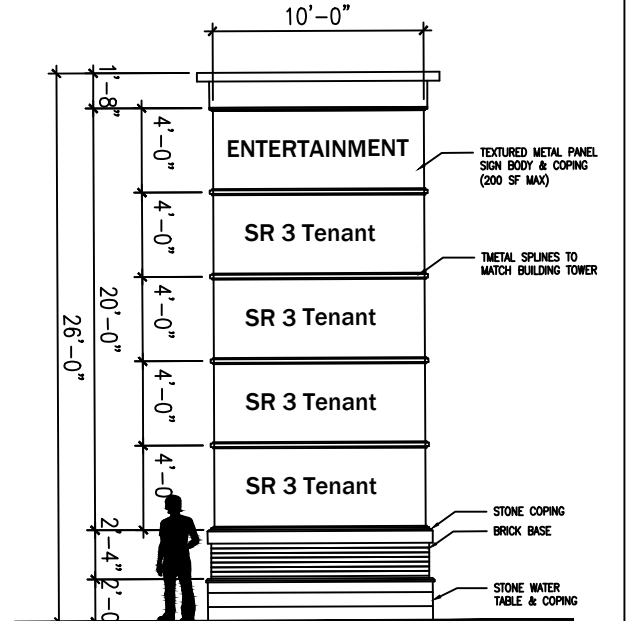
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NOT A PART

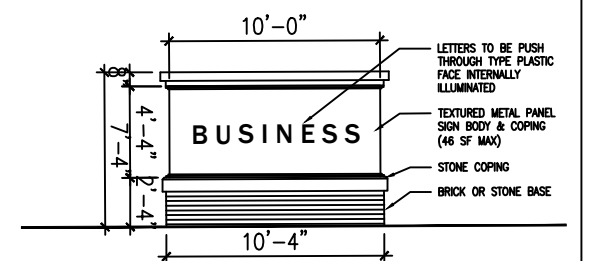
1 MASTER SIGNAGE PLAN
SCALE: 1" = 60'-0"



A 20' SHOPPING CENTER PYLON
SIGN AREA: 200 SF (each sign face)



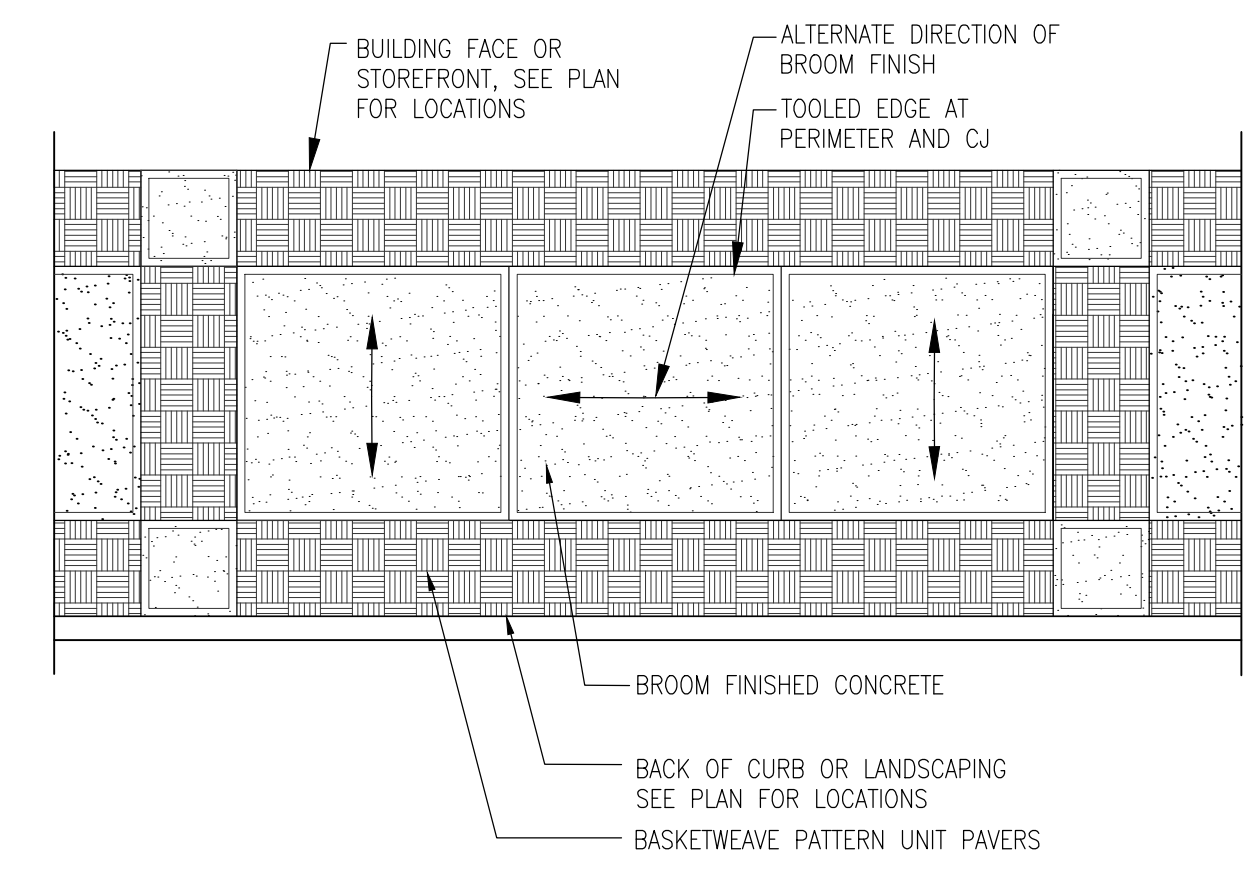
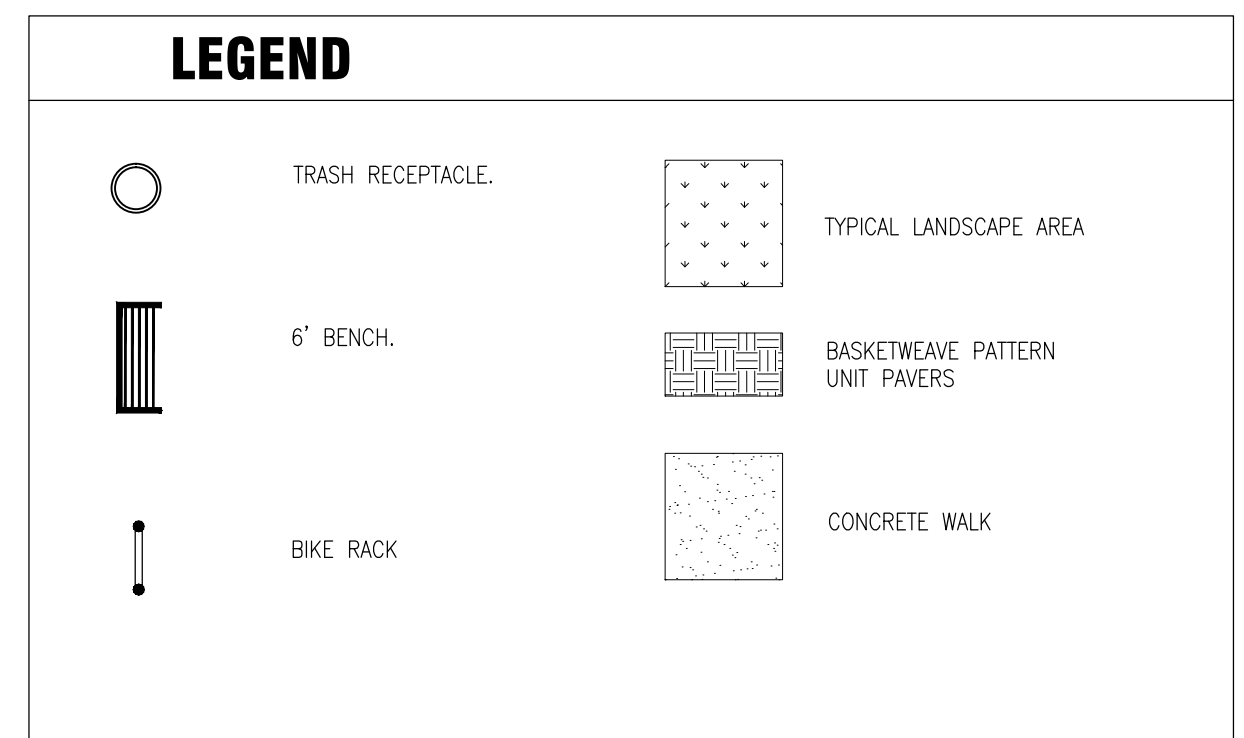
B TYPICAL SHOPPING CENTER PYLON
SIGN AREA: 200 SF (each sign face)



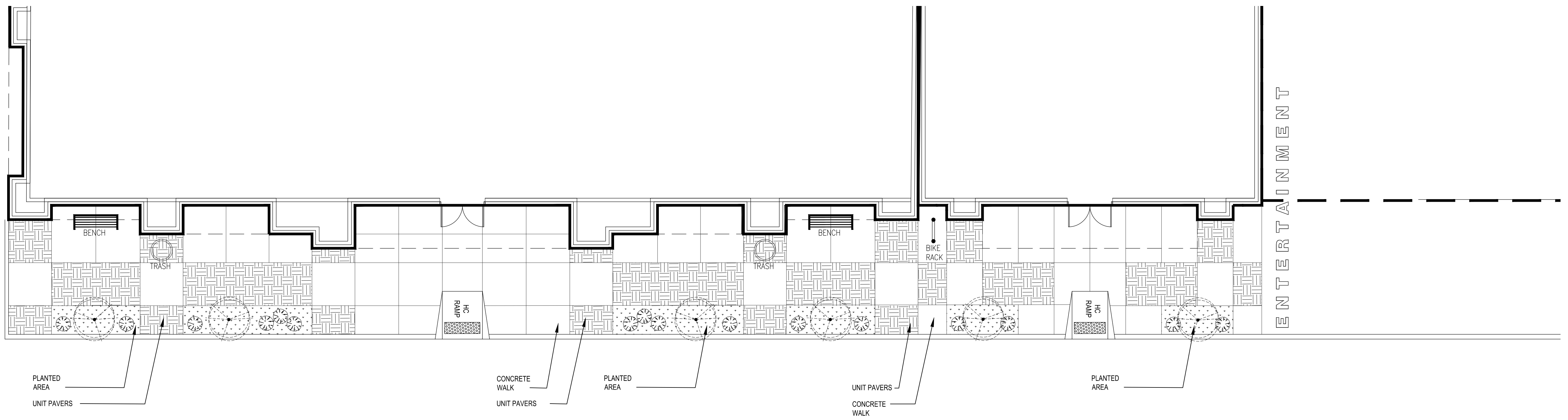
C OUTPARCEL MONUMENT

NOTE: LOCATIONS OF PYLON AND MONUMENT SIGNS SHALL BE FLEXIBLE TO ALLOW FOR SPECIFIC PARKING AND LOT CONFIGURATIONS.

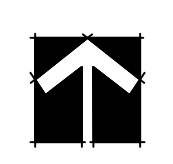
<p>SOONER ROSE - PHASE III</p> <p>MIDWEST CITY, OKLAHOMA</p> <p>EXHIBIT H - MASTER SIGNAGE PLAN</p>		<p>gopoodo architecture</p> <p>1111 Metropolitan Avenue, 700 Charlotte, NC 28204 704.334.2787 gopoodoarchitecture.com</p>	<p>Collett</p> <p>SOONER INVESTMENT</p> <p>Commercial and Investment Real Estate</p> <p>2201 West I-44 Service B, Suite 100, Oklahoma City, OK 73112 (405)842-0406 Fax (405)840-2386</p>
REV	DATE		
PROJECT NO.	16,001,000		
DATE	10-09-2017		
SHEET	EX-H		



2 BROOM FINISH PATTERN
SCALE: 1/4" = 1'-0"



1 ENLARGED SIDEWALK PLAN
SCALE: 1/8" = 1'-0"



NOTE: BUILDINGS, ROADS, PAVEMENT CONFIGURATION IN THE SHOPPING CENTER AREA ARE GRAPHIC IN NATURE AND SUBJECT TO CHANGE.

THIS DRAWING AND THE DESIGN SHOWN ARE THE PROPERTY OF GOPPOLD ARCHITECTURE, P.C. THE REPRODUCTION, COPYING, OR OTHER USE OF THIS DRAWING WITHOUT THEIR WRITTEN CONSENT IS PROHIBITED AND SUBJECT TO LEGAL ACTION

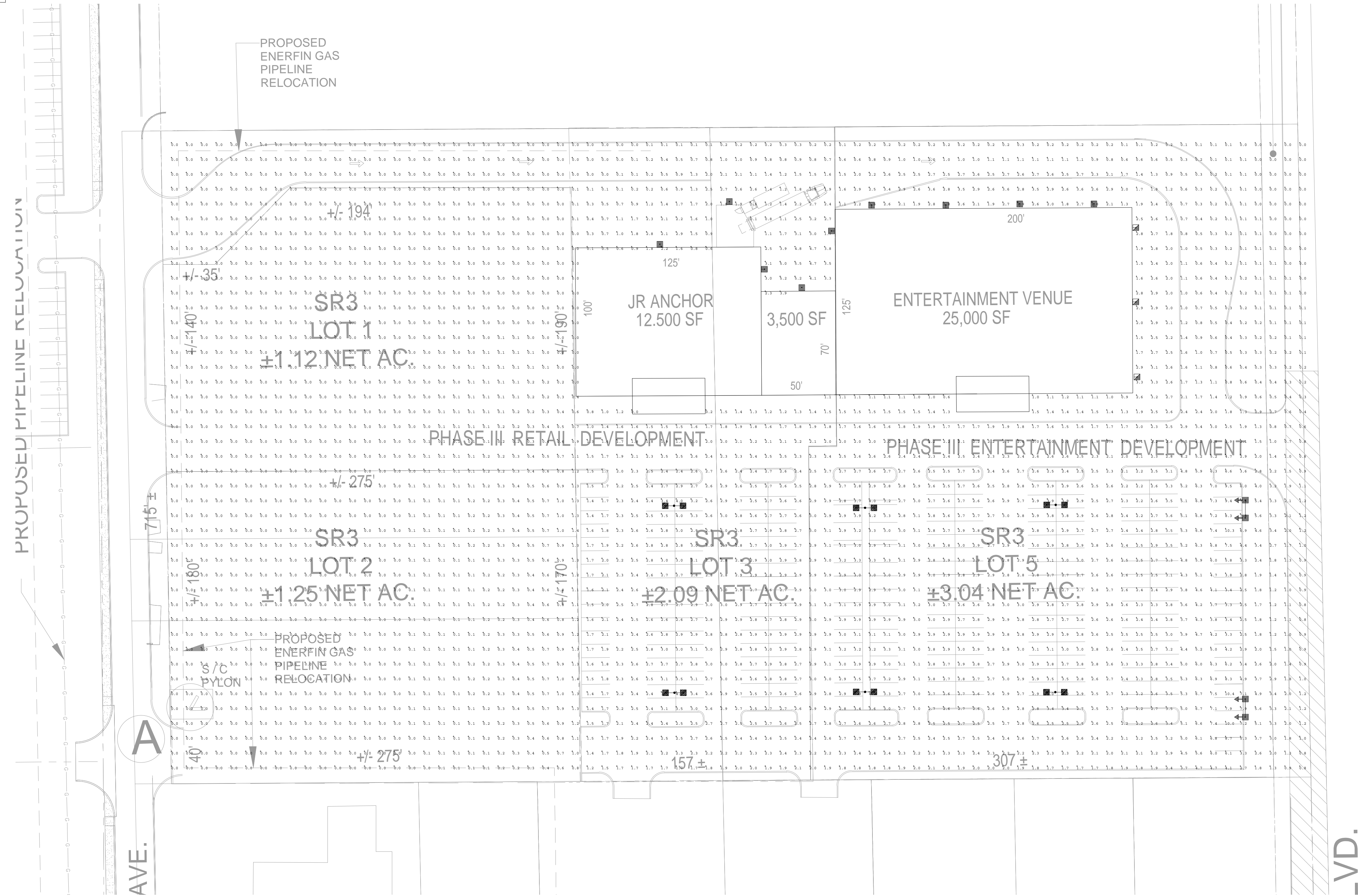
© Goppold Architecture 2017

REV	DATE

PROJECT NO. 16.001.00
DATE 10-09-2017
SHEET SP-1

REVISIONS

REV #	DATE	BY:
1	9/28/17	H.O.



BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS.
 THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS UTILIZING CURRENT INDUSTRY STANDARD LAMP RATINGS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS AND OTHER VARIABLE FIELD CONDITIONS.

Label	Units	Avg	Max	Min	Avg/Min	Max/Min	PtSpcLr	PtSpcTb
MAIN PARKING	Fc	3.13	10.4	1.4	2.24	7.43		

Symbol	Qty	Label	Total Lamp Lumens	LLF	Description	Lum. Watts
	6	A	N.A.	0.970	WLS-OSQ-A-5SH-U-40K 30' POLE 3' BASE	215
	2	B	N.A.	0.970	(1) WLS-OSQ-A-3ME-U-40K-RR & (1) WLS-OSQ-A-3ME-U-40K-RL	30
	9	C	N.A.	0.950	WLS-MIRW-3-LED-06-40 16' MOUNTING HEIGHT	54
	3	D	N.A.	0.950	WLS-MIRW-FT-LED-06-40 16' MOUNTING HEIGHT	54

**SOONER ROSE - PHASE III
MIDWEST CITY, OK**



1919 WINDSOR PLACE
FORT WORTH, TX 76110
WWW.WLSLIGHTING.COM

WLS-16189

DATE -8/24/17

SCALE: 1"=40'

800-633-8711

PM:STEVE

BY: J.P.

SHEET 1 OF 1

LET IT BE KNOWN THAT I GARRY FUSSELMAN
AM STRICTLY OPPOSED TO ANY COMMERCIAL DEVELOPMENT
ON CROSBY BLVD. THE OWNERS OF THE PROPERTY
HAVE NEVER PROPERLY MAINTAINED THE PROPERTY.
IT IS A FIRE HAZARD AND A HEALTH HAZARD. THEIR
ARE RATS AND OTHER VERMITS LIVING THEIR. CODE
ENFORCEMENT NEEDS TO VISIT THEM AND FINE THEM
UNTIL THEY PROPERLY MAINTAIN THE PROPERTY

THE WAY THEY PETITIONED FOR REZONING BY
SPLITTING THE PROPERTY ON CROSBY AND INCLUDING
THE FURTHEST PARCEL WITH DEVELOPMENT ON 15TH
STREET WAS SNEAKY AND UNDERHANDED. IT WAS A
TRICK TO MAKE ANY OPPOSITION LESS EFFECTIVE.

IT GOES TO SHOW THE OWNERS HAVE NO INTEGRITY.

I HAVE BEEN TOLD THEIR ARE RATS LIVING IN
THE OLD NURSING HOME. IF THAT IS TRUE THEN THE
PROPERTY NEEDS TO BE CONDEMNED AND LEVELLED.

HOUSES NEED TO BE BUILT ON THE PROPERTIES,
SINCE THE OWNERS HAVE NOT SEEN FIT TO PROPERLY
DEVELOP THE PROPERTY MAYBE THE PROPERTY
NEEDS TO BE SOLD TO SOMEONE WHO WILL.

ENCROACHING ON A NEIGHBORHOOD FOR COMMERCIAL
GAIN IS NOT THE WAY TO MAINTAIN THE INTEGRITY
FOR THE NEIGHBORHOOD. THEIR ARE MANY PROPERTIES
ALONG THE SECTION LINES IN MIDWEST CITY THAT
NEED TO BE DEVELOPED OR REDEVELOPED. ~~DESTROYING~~
THE SAFETY OF

Garry W. Fusselman

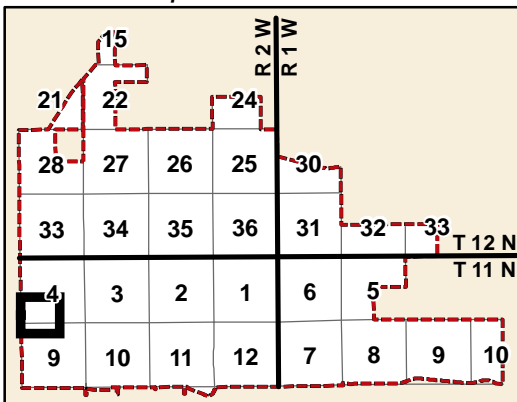
RECEIVED
 SEP 22 2017
 By: *Will*

PETITION of OPPOSITION to rezoning or redistricting any property bordering Crosby Blvd.
 The property is described as part of SW/4 of section 4, T-11-N. R-2-W
 of the Indian meridan, Okla. County, Okla.

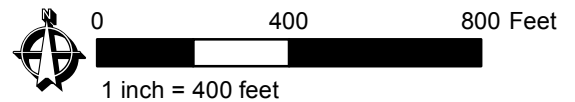
Print Name	Address	Signature
GARRY FUSSELL	940 BROWN DR	<i>Garry Fussell</i>
Aaron Williams	936 BROWN DR	<i>Aaron Williams</i>
Katherine Brady	932 BROWN DR	<i>Katherine Brady</i>
ARNOLD COLBERT	924 BROWN DR	<i>Arnold Colbert</i>
Charles Brown	949 BROWN DR	<i>Charles Brown</i>
MONTY WELLS	952 BROWN DR	<i>Monty Wells</i>
Stephen Pierce	6224 SE 11th St	<i>Stephen Pierce</i>
Milton Halleckson	6225 SE 11th St	<i>Milton Halleckson</i>
Sherry Beck	6212 SE 11th St	<i>Sherry Beck</i>
JEFF KICARD	940 Stiver	<i>Jeff Kicard</i>
Daisy Jeffery	937 Stiver	<i>Daisy Jeffery</i>
Terri Whitmore	924 Stiver Dr	<i>Terri Whitmore</i>
Deborah Russell	913 Stiver MULDE	<i>Deborah Russell</i>
Robert Latum Jr	917 Stiver Dr	<i>Robert Latum Jr</i>
Sammie Williams	933 Brown Dr	<i>Sammie Williams</i>
Laura Dawson	929 Brown Dr	<i>Laura Dawson</i>
Shirley Wright	933 W Rubane Dr	<i>Shirley Wright</i>
Carol Miller	929 W Rubane	<i>Carol Miller</i>
Jean Patterson	925 W Rubane	<i>Jean Patterson</i>
Richard Willis	909 W Rubane Dr	<i>Richard Willis</i>
Dee Drcegan	905 W Rubane Dr	<i>Dee Drcegan</i>
CHAD DAVIS	908 W RULANE DR	<i>Chad Davis</i>
Gabrielle Davis	708 W Rubane Dr	<i>Gabrielle Davis</i>
Willie Mae Parker	924 W Rubane Dr	<i>Willie Mae Parker</i>
ROBY	928 W Rulane Dr	<i>Roby</i>
Graham Sells	1600 Welke Dr	<i>Graham Sells</i>
Megan Martner	921 Askew Dr	<i>Megan Martner</i>
Jodi	1804 Thompson Dr	<i>Jodi</i>
Shaele Journal	909 Askew Dr	<i>Shaele Journal</i>
Lisa Dougherty	913 Askew Dr	<i>Lisa Dougherty</i>
CAROL S. TRUTH	908 ASKEW DR	<i>Carol S. Truth</i>
Dena L. Fields	908 ASKEW DR	<i>Dena L. Fields</i>
Eric Parish	916 ASKEW Dr	<i>Eric Parish</i>



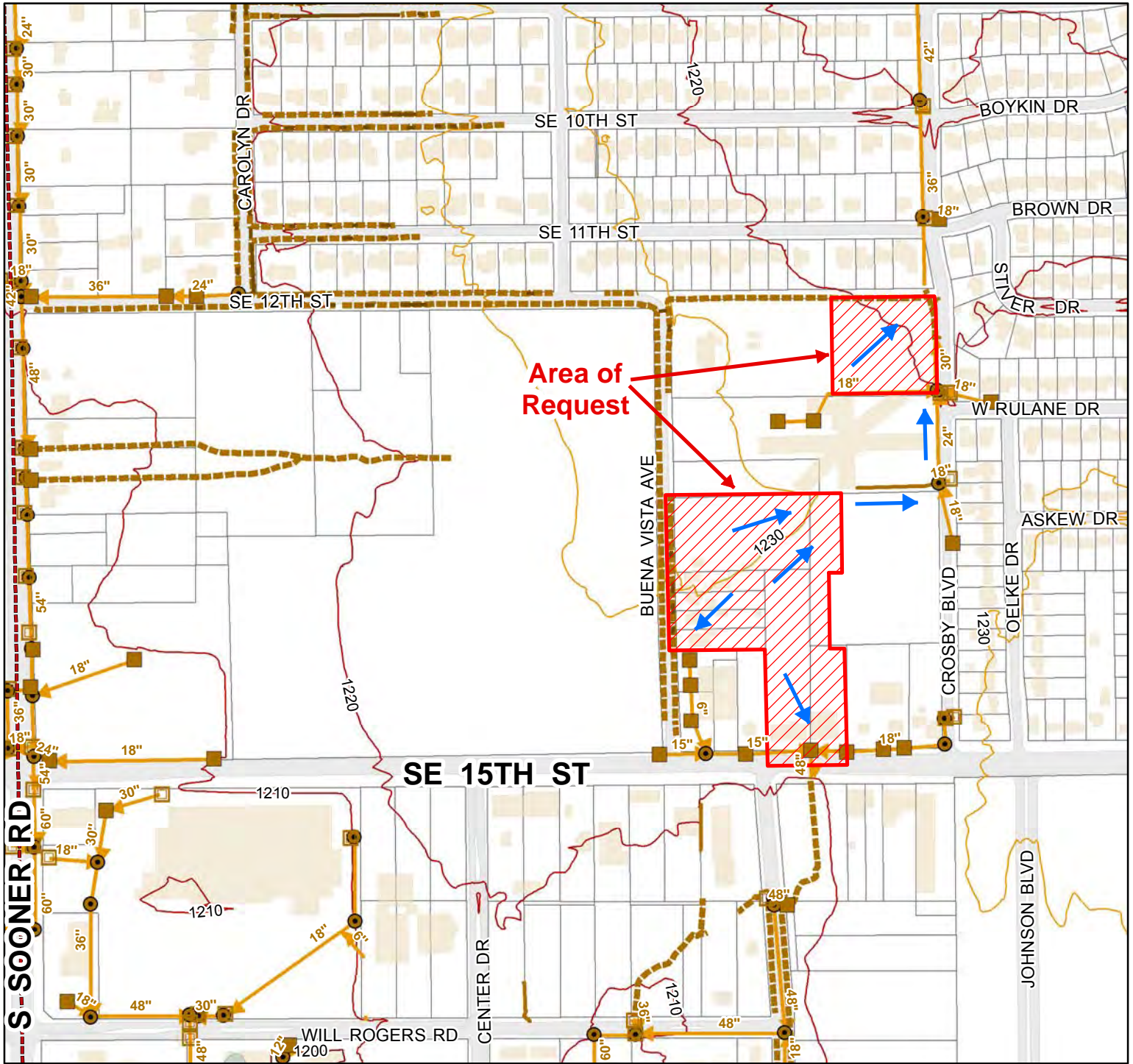
Locator Map



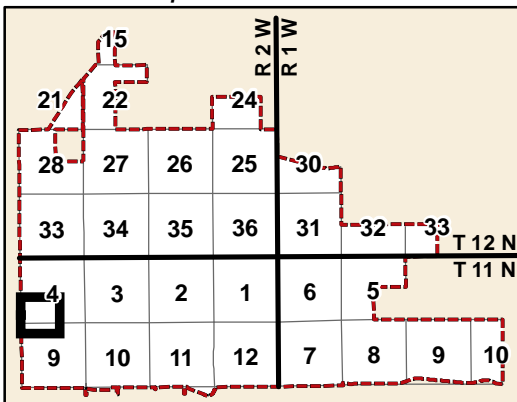
**2015 DOP (AERIAL) VIEW FOR
PC-1925
(SW/4, Sec. 4, T11N, R2W)**



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Locator Map



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

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-1925 (SW/4, Sec. 4, T11N, R2W)

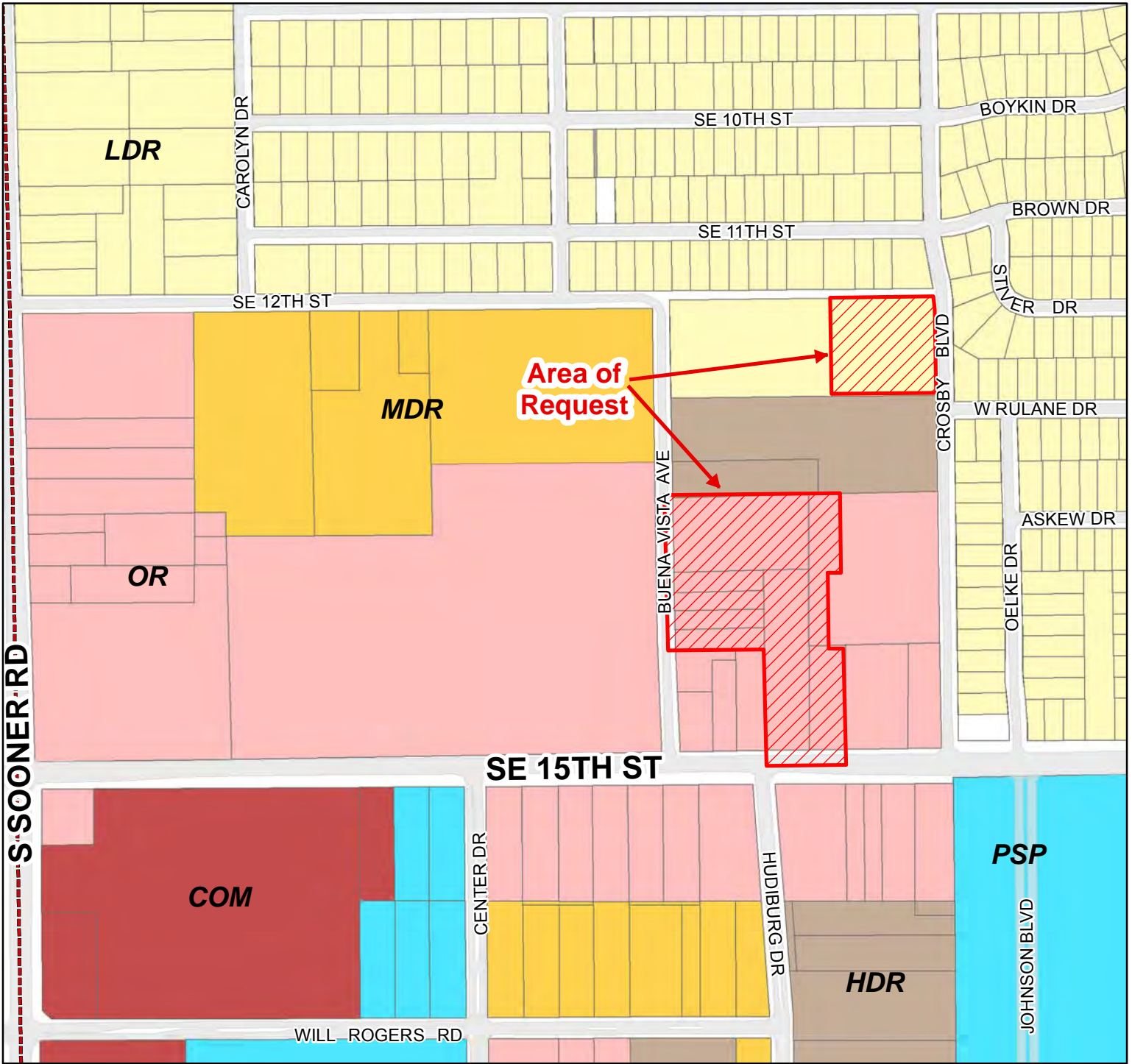


0 400 800 Feet

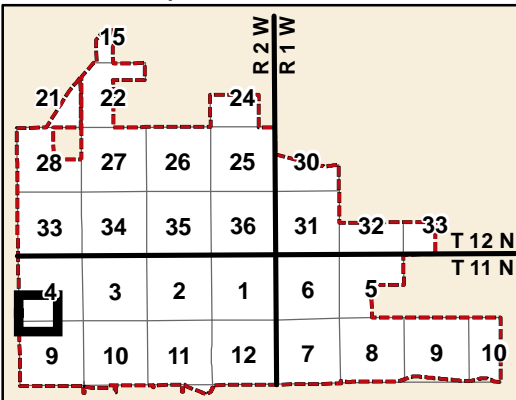


1 inch = 400 feet











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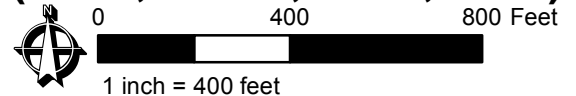
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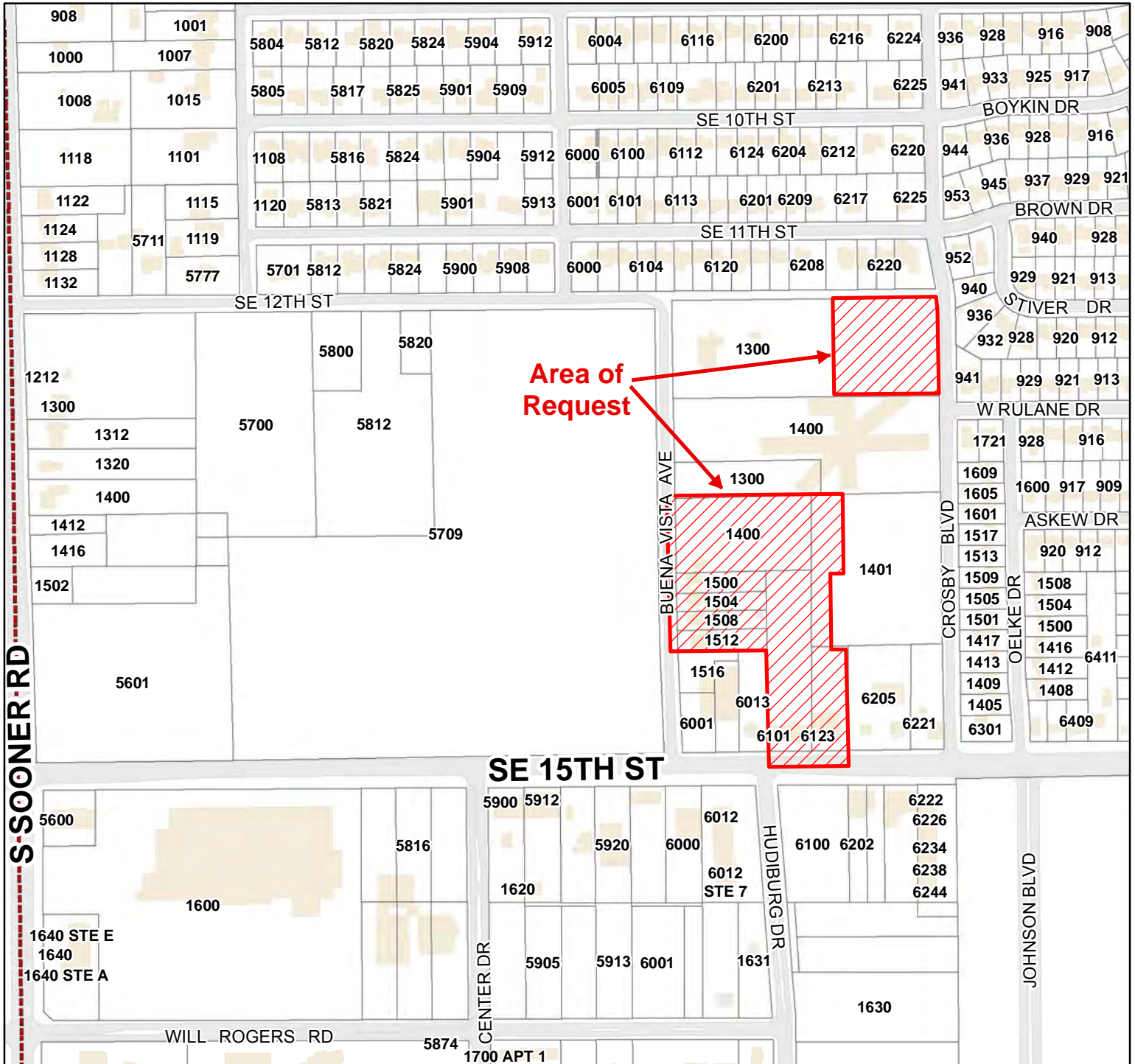
Future Land Use Legend

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

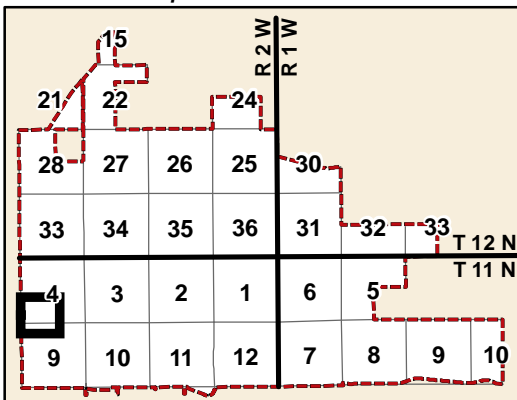
**FUTURE LAND USE
MAP FOR
PC-1925
(SW/4, Sec. 4, T11N, R2W)**








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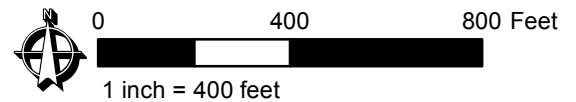
Locator Map



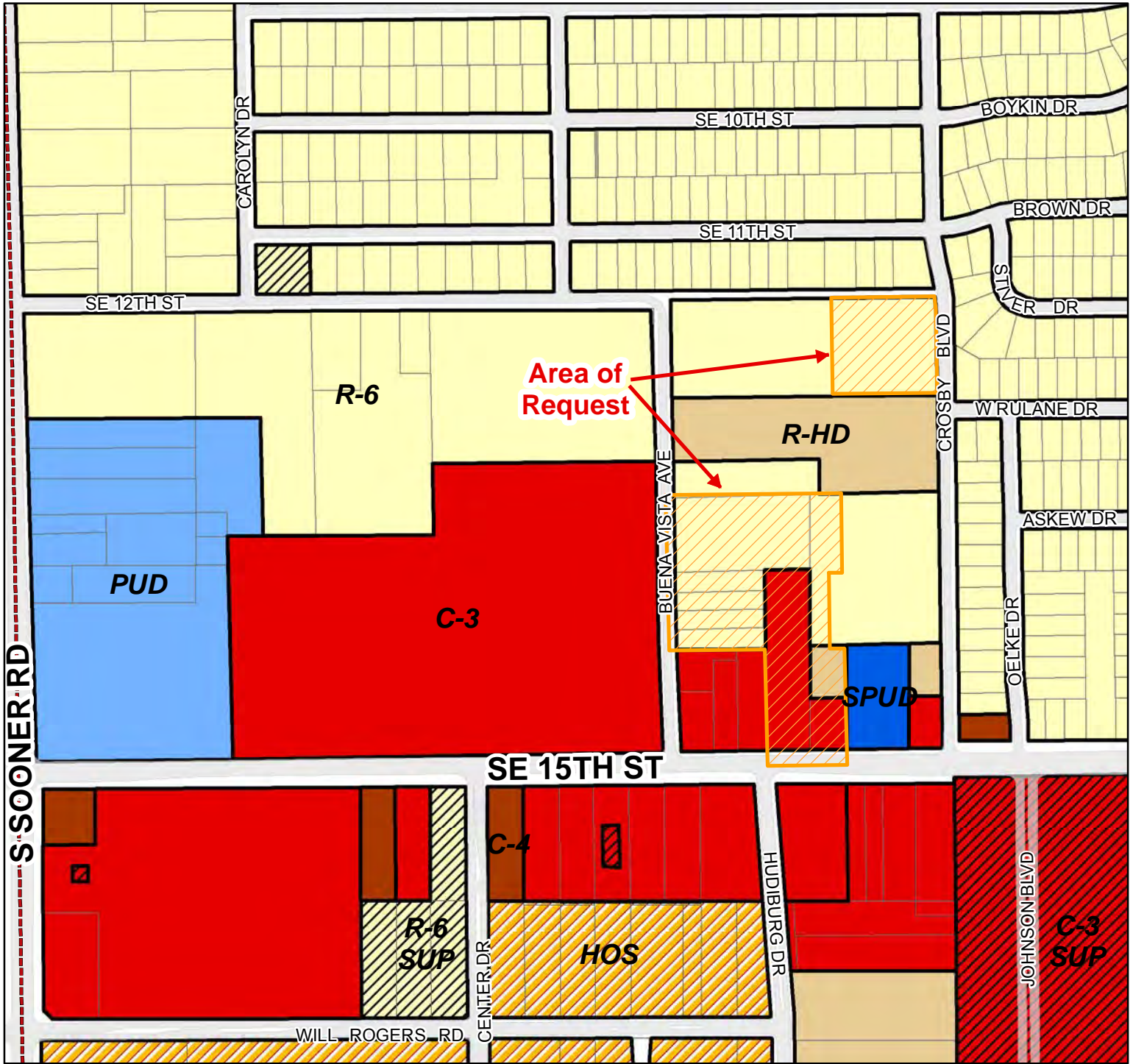
General Map Legend

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

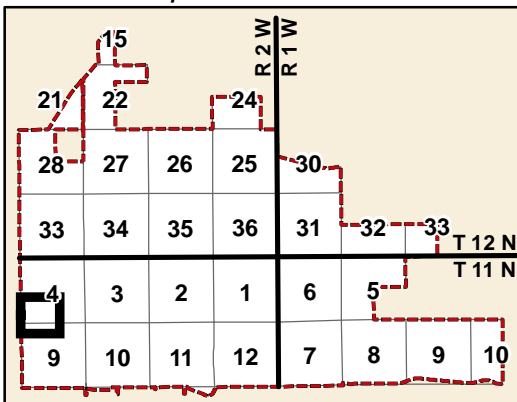
**GENERAL MAP FOR
PC-1925
(SW/4, Sec. 4, T11N, R2W)**



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Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-1925 (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.

1 **PC-1925**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT AND**
5 **DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
6 **FLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
7 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to PUD, Planned Unit Development, subject to the conditions contained in the PC-1925 file, and
12 that the official Zoning District Map shall be amended to reflect the reclassification of the prop-
13 erty’s zoning district as specified in this ordinance:

14 A tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W of the Indian Meridian,
15 City of Midwest City, Oklahoma County, Oklahoma, being more particularly described as
16 follows:

17 COMMENCING at the southeast corner of the said Southwest Quarter;

18 THENCE South 89°24’49” West, along the south line of said SW/4, a distance of 296
19 feet to the POINT OF BEGINNING;

20 THENCE South 89°24’38” West, along south line a distance of 225 feet;

21 THENCE North 01°23’57” West, parallel with the east line of said SW/4, a distance of
22 330 feet;

23 THENCE South 89°24’49” West, parallel with the south line of said Southwest Quarter,
24 a distance of 271 feet to a point of intersection with the centerline of Buena Vista Avenue
25 as established by EASEMENT FOR RIGHT OF WAY recorded in Book 64, Page 69;

26 THENCE North 01°23’57” West, along said centerline and parallel with the east line of
27 said SW/4, a distance of 440 feet;

28 THENCE North 89°24’49” East, parallel with the south line of said SW/4, a distance of
29 396 feet;

30 THENCE South 01°23’57” East, parallel with the east line of said SW/4, a distance of
31 440 feet;

32 THENCE North 89°24’49” East, parallel with the south line of said Southwest Quarter, a
33 distance of 100 feet;

34 THENCE South 01°23’57” East, parallel with the east line of said SW/4, a distance of
35 330 feet to the POINT OF BEGINNING;

36 AND

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, being more particularly described as
follows:

COMMENCING at the SE/C of said SW/4;

1 THENCE South 89°24'49" West, along the south line of said Southwest Quarter, a dis-
2 tance of 296 feet to the POINT OF BEGINNING;

3 THENCE continuing South 89°24'49" West, along said south line, a distance of 225 feet;

4 THENCE North 01°23'57" West, parallel with the east line of said SW/4, a distance of
5 330 feet'

6 THENCE South 89°24'49" West, parallel with the south line of said SW/4, a distance of
7 271 feet to a point on the centerline of Buena Vista Avenue as established by Easement
for Right of Way recorded in Book 64, Page 69;

8 THENCE North 01°23'57" West, along said centerline a distance of 440 feet;

9 THENCE North 89°24'49" East, parallel with the south line of said SW/4, a distance of
10 498.15 feet;

11 THENCE South 00°35'11" East a distance of 225.02 feet;

12 THENCE South 89°24'49" West, parallel with the south line of said SW/4, a distance of
13 37.50 feet;

14 THENCE South 00°35'11" East a distance of 214.94 feet;

15 THENCE North 89°24'49" East, parallel with the south line of said SW/4, a distance of
16 41.59 feet;

17 THENCE South 01°23'57" East, parallel with the east line of said SW/4, a distance of
18 330 feet to the POINT OF BEGINNING;

19 AND

20 A tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W of the Indian Meridian,
21 City of Midwest City, Oklahoma County, Oklahoma, being more particularly described as
follows:

22 COMMENCING at the SE/C of said SW/4;

23 Thence North 01°23'57" West, along the east line of said Southwest Quarter, a distance
24 of 1,045 feet to the POINT OF BEGINNING;

25 THENCE South 89°24'49" West, parallel with the south line of said SW/4, a distance of
26 316.80 feet;

27 THENCE North 01°23'57" West, parallel with the East line of said SW/4, a distance of
28 275.02 feet (275 feet per vesting deed) to a point on the centerline of Southeast 12th Street
29 as shown on the plat of Crosby Richland Hill Addition, according to the plat thereof re-
corded in Book 31 of Plats, page 94, Oklahoma County Records;

30 THENCE North 89°24'49" East, along said centerline and parallel with the South lin of
31 said Southwest Quarter, a distance of 316.80 feet to a point on the East line of said
Southwest Quarter;

32 THENCE South 01°23'57" East, along said East line, a distance of 275.02 feet (275 feet
33 per vesting deed) to the POINT OF BEGINNING;

34 SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are here-
35 by repealed.
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SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2017.

PHILIP W. ANDERSON, City Attorney

RESOLUTION NO. 2017-_____

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM LDR, LOW DENSITY RESIDENTIAL TO OR, OFFICE/RETAIL FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as Low Density Residential:

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, being more particularly described as follows:

COMMENCING at the SE/C of said SW/4;

Thence North 01°23'57" West, along the east line of said Southwest Quarter, a distance of 1,045 feet to the POINT OF BEGINNING;

THENCE South 89°24'49" West, parallel with the south line of said SW/4, a distance of 316.80 feet;

THENCE North 01°23'57" West, parallel with the East line of said SW/4, a distance of 275.02 feet (275 feet per vesting deed) to a point on the centerline of Southeast 12th Street as shown on the plat of Crosby Richland Hill Addition, according to the plat thereof recorded in Book 31 of Plats, page 94, Oklahoma County Records;

THENCE North 89°24'49" East, along said centerline and parallel with the South lin of said Southwest Quarter, a distance of 316.80 feet to a point on the East line of said Southwest Quarter;

THENCE South 01°23'57" East, along said East line, a distance of 275.02 feet (275 feet per vesting deed) to the POINT OF BEGINNING;

WHEREAS, it is the desire of the Midwest City Council to amend the classification of the referenced property to Office/Retail;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Office/Retail on the 2008 Comprehensive Plan Map.

PASSED AND APPROVED by the 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



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: October 24, 2017

Subject: (PC – 1926) Public hearing with discussion and consideration of approval an ordinance to redistrict from R-6, Single Family Detached Residential to Planned Unit Development (PUD) governed by the C-3, Community Commercial District 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 request is to amend zoning for a continuation of the commercial development along SE 15th Street, east of S. Sooner Rd. The zoning has been amended for Sooner Rose Phase I (Academy, Hobby Lobby and BancFirst) as well as for the future site of Sooner Rose Phase II, the Warren Theatre site and SR III that was heard previous to this item. The area of request is on the east side of Buena Vista. Several variances are requested similar to those requested and approved with the SR I, SR II and Warren Planned Unit Developments. The variances are listed in detail further in this report. Staff recommends approval of this request.



Dates of Hearing: Planning Commission – October 3, 2017
 City Council – October 24, 2017

Council Ward: Ward 1 – Councilmember Susan Eads

Owner: Sooner Investment Group, Inc.

Applicant: Bob Stearns, Sooner Investment Group, Inc

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

Size:

The area of request has a frontage along Crosby Dr. of approximately 430 ft and contains an area of approximately 4.00 acres.

Development Proposed by Comprehensive Plan:

Area of Request – OR, Office / Retail and LDR
North – HDR, High Density Residential
South – OR - Office / Retail
East –LDR, Low Density Residential
West – OR – Office/Retail

Zoning Districts:

Area of Request – R6, Single Family Residential
North – R6, Single Family Residential and R-HD, High Density Residential
South –SPUD, Simplified Planned Unit Development, and R-HD, High Density Residential
East - R6, Single Family Residential
West – R-6, Single Family Residential and C-3, Community Commercial

Land Use:

Area of Request – Vacant
North – group care facility
South –commercial shops
East and West – single family residences

Comprehensive Plan Citation:

Office/Retail Land Use

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within the PUD application and review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

(A) Innovative land development

Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

(B) Flexibility within developments

Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) Efficient use of land

Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) Function, design and diversity

Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) Modifications to development requirements

Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. The portions of the area that are zoned R6, Single Family Residential and C-3, Community Commercial have remained so since the 1986 Zoning Ordinance and Map.
2. The area of request has never been platted.
3. The Planning Commission recommended approval of this request Oct. 3, 2017.

Staff Comments:

Engineering Comments:

Water Supply and Distribution

A six (6) inch public water main is located on the east side of Crosby Boulevard in the street right-of-way one hundred feet north of the area of request.

Public water line improvements are not required with this application. However, public water line improvements are proposed and will be a part of a preliminary plat application for the area of request, including an extension along the frontage of Crosby Boulevard.

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located approximately 400 feet west of the area of request in the street right of way of Buena Vista Avenue.

Public sewer line improvements are not required with this application. However, public sewer line improvements are proposed and will be a part of a preliminary plat application for the area of request.

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

Streets and Sidewalks

Access to the area of request is available from Crosby Boulevard. 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 and sidewalk improvements are not required with this application. Sidewalk improvements will be a part of a preliminary plat application for the area of request along Crosby Boulevard.

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. 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 as part of the preliminary plat application.

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

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

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application. All easement and right of requirements are addressed with the preliminary plat application.

Fire Marshal's Comments:

The Fire Marshal has reviewed this proposed PUD. All development will have to meet Chapter 15 of the Municipal Code as well as IFC requirements. All buildings requiring suppression will have to have a fire hydrant within 50 feet of the FDC.

Plan Comments:

Master Development Plan

The Master Development Plan identifies one (1) lot. This lot is intended an entertainment venue.

Underlying Zoning

The PUD states that the Entertainment Property of this development will be governed by the C-3, Community Commercial District. The following uses are prohibited in the Entertainment Property:

- Community recreation: property owners association
- Funeral and internment services: undertaking
- Personal storage
- Wholesaling, storage and distribution: restricted
- Horticulture
- Commercial parking
- Moderate impact institutional
- Community-based care facility

The PUD requests that the following Special Use Permit (SUP) uses be allowed in the Entertainment Property without having to obtain a SUP:

- Alcoholic beverage retail sale
- Eating establishments (sit-down, alcoholic beverages and low point beer permitted)
- Participant recreation: alcoholic beverages permitted (The Zoning Ordinance identifies this use as Participant Recreation and Entertainment: Indoor, Alcoholic Beverages and Low-Point Beer permitted). This use allows bowling alleys, arcades and family amusement centers.

Access

Access to the area of request will be via one (1) new right-turn only (egress) curb cut along Crosby Blvd. as well as a right-turn in and left-turn in curb cut along Crosby., Interior connections from the proposed SR III PUD to the west are also proposed. Staff recommends that all lots within the area of request provide for interior connections to allow people to move within the entire development. The PUD states that access between all lots within the retail property shall be provided.

Parking

The number of parking spaces required is cumulative based on the square footage of the building. No variance is request to the number of parking spaces proposed.

Screening

Screening is required where a commercial, office or industrial district abuts a residential district and is only required if the lot is developed. The only part of the area of request that abuts a residential district is along the north property line.

Screening will be required prior to the lot being developed. Screening will be the responsibility of the party who is developing the lot.

The Zoning Ordinance requires that commercial dumpsters be screened on three (3) sides with a minimum of 8' tall brick walls and a minimum 10' wide clear space when opened. The PUD states that dumpsters will be screened with 8' tall free standing walls, building walls or landscape berms.

Landscaping

Code requires a base of six (6) trees and twelve (12) shrubs for each building plus two (2) trees and two (2) shrubs for every ten (10) parking spaces installed. The landscaping must be installed and approved prior to issuance of any Certificates of Occupancy.

Signage

The PUD references both pylon and monument signs. It should be noted that both pylon and monument signs are considered free-standing signs and subject to the provisions for free-standing signs as noted in section 9-386 of the Sign Ordinance.

The Master Sign Plan submitted as a part of the PUD also shows a 20' tall multi-tenant pylon sign along Buena Vista Ave. as well as one (1) pylon sign along SE 15th Street. It is referenced in this PUD because the applicant is requesting to be allowed off-premise advertising to allow businesses in SR III and the Entertainment property to advertise on one (1) sign on SE 15th Street and one (1) sign on Buena Vista Avenue.

The PUD and the Master Sign Plan reference a monument sign for the Entertainment Property along Crosby Blvd. Exhibit H of the PUD does not show a monument sign on the Entertainment Property along Crosby Blvd., however, staff is agreeable to this request.

Staff is agreeable to the variance to allow for off-premise advertising as that has been allowed in similar shopping center developments such as town center. Allowing multiple businesses to advertise on a single sign reduces the total number of signs needed and allowed. The proposed pylon sign is shown on the Master Sign Plan as a total of 26' in height and 200 sq. ft. in surface area. The Midwest City Sign Ordinance allows a maximum height of 20' and surface area of 200 sq. ft. for free-standing signs.

Other elements listed in the PUD as submitted such as exterior material, pocket park, site lighting and outdoor seating areas must be complied with throughout development.

Variances Requested

- Wall façade articulation requirement of 3 ft. in depth for every 25' of horizontal wall length for buildings over 15,000 square feet for the north elevation. The south and east elevations do show acceptable articulation. Staff has recommended approval for the variance to the façade articulation on the backs of buildings such as Academy, Hobby Lobby and Winco Foods but not on sides that are easily visible to the public.

- Off-premise signage for the Entertainment Property on the multi-tenant pylon signs located on SE 15th St. and Buena Vista Ave. – staff recommends approval.
- Height of SE 15th Street pylon sign – For the multi-tenant sign on SE 15th St., staff recommends approval of the request for a 26’ tall sign. Signs throughout Town Center and other multi-tenant developments have been granted variances to allow more businesses to advertise on one single sign.
- Parking stalls be permitted to be 18’ long and 24’ wide drive aisles. For 9’ wide parking spaces, code requires a stall depth of 18.5’ and 26’ wide aisles. 9’x18’ is a commonly used parking standard and has been used before. Staff recommends approval.

Staff first received a protest containing 45 signatures of people living near the proposed development on September 14. Another 21 signatures were received with the original protest letters on September 22. Regarding protests, the Zoning Ordinance states:

7.2.3 Protests of Amendments or Changes of Regulations, Restrictions, and Boundaries

(B)(1) Protests against proposed changes shall be filed at least three (3) days before the date of the public hearings. If protests are filed by:

- a) The owners of 20% or more of the area of the lots included in a proposed change;
or
- b) The owners of 50% or more of the area of the lots within a three hundred (300) foot radius of the exterior boundary or the territory included in a proposed change;

(2) Then the proposed change or amendment shall not become effective except by the favorable vote of three-fifths of the members of the City Council.

Of the 66 names of protesters, only 24 were property owners of the properties according to the Oklahoma County Assessor website. The property owners list submitted by the applicant contained the names of 39 property owners within 300 feet of the area of request. Staff compared the list of property owners within 300 feet to the list of protesters and found that 6 of those who signed the protest are property owners within 300 feet of the development. As less than 50% of the protesters are property owners within 300 feet of the proposed development, this does not qualify as a legal protest, however, the protest letter and signatures are included in the agenda.

This PUD shares many similarities with the Town Center PUD and the Sooner Rose Phase I and II PUD’s. Those developments have been successful and are complimentary to the City of Midwest City. As this proposed PUD is, for the most part, in harmony with Town Center and Sooner Rose Phase I and II, staff recommends approval subject to staff comments.

Action Required: Approve or reject the resolution to amend a portion of the Comprehensive Plan to OR, Office/Retail and approve or reject an ordinance to redistrict to Planned Unit Development for the property noted in this report and subject to staff's comments as found in the October 24, 2017, agenda packet, and as noted in PC – 1926 file.

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

Billy Harless, AICP
Community Development Director

KG

Title: Sooner Rose Phase III – Entertainment Planned Unit Development (PUD)

Owners: Midwest City Memorial Hospital Authority, a public trust

Developer: Allison’s Fun, Inc., or assigns

Date: October 24, 2017

THIS SOONER ROSE PHASE III – ENTERTAINMENT PLANNED UNIT DEVELOPMENT AGREEMENT (this “PUD”) is entered into as of the 24th day of October, 2017, by and between Allison’s Fun, Inc. (“Allison’s”), an Oklahoma corporation, and the City of Midwest City, a municipal corporation of Oklahoma (the “City”).

STATEMENT OF PURPOSE

The Midwest City Memorial Hospital Authority (the “Authority”) is the owner of that certain property located in the northwest quadrant of Crosby Boulevard and Southeast 15th Street in Midwest City, Oklahoma, and more particularly shown on Exhibit A and more particularly described on Exhibit A-1 (the “Authority Property”). The Authority and Allison’s have entered into that certain Sooner Rose Phase III – Entertainment Development Financing Assistance Agreement, which provides for the conveyance of a portion of the Authority Property from the Authority to Allison’s as described in Exhibit A-2 (the “Entertainment Property”), and for Allison’s development of the Entertainment Property consistent with the terms of this PUD. Pursuant to this PUD, a portion of the Authority Property shall be used for a stormwater detention pond pursuant to the terms of this PUD, which is more particularly described in Exhibit A-3 (the “Stormwater Parcel”). The Entertainment Property is currently underutilized and in need of redevelopment. This PUD will allow for best utilization of the Entertainment Property and ensure compatibility of the Project with abutting properties. The design standards contained in this PUD will allow for a unique development that will provide for the highest and best use of the Entertainment Property while ensuring the Project is compatible with adjoining land uses, which could not otherwise be achieved through a conventional zoning approach. The City has determined that the redevelopment of the Entertainment Property will be a significant asset to the City and the public. The Authority has consented to this application.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation by Reference.

- 1.1. The Statement of Purpose set forth above is true and correct and hereby incorporated by reference.
- 1.2. The following exhibits are true and correct and are attached hereto and incorporated by reference:
 - 1.2.1. Exhibit A – Property Plan;
 - 1.2.2. Exhibit A-1 – Legal Description – the Authority Property;
 - 1.2.3. Exhibit A-2 – Legal Description – the Entertainment Property;
 - 1.2.4. Exhibit A-3 – Legal Description – Stormwater Parcel;
 - 1.2.5. Exhibit A-4 – Legal Description – Phase III Retail Property;
 - 1.2.6. Exhibit B – Master Development Plan;
 - 1.2.7. Exhibit C – Stormwater Improvements;
 - 1.2.8. Exhibit C-1 – Stormwater Improvements Plan;
 - 1.2.9. Exhibit D – Relationship to Abutting Uses;
 - 1.2.10. Exhibit E – Existing and Abutting Zoning Classifications;

- 1.2.11. Exhibit F – Contour Map;
 - 1.2.12. Exhibit G – Conceptual Architectural Elevations;
 - 1.2.13. Exhibit H – Master Signage Plan;
 - 1.2.14. Exhibit I – Intentionally Omitted;
 - 1.2.15. Exhibit J – Sidewalk Plan; and
 - 1.2.16. Exhibit K – Site Lighting Plan.
2. **Project Description.** The Entertainment Property is proposed to be developed pursuant to this PUD for a luxury entertainment complex with bowling, arcade and midway games, restaurant and ancillary retail uses (the “Project”). This PUD establishes the intensity of use of the Project and appropriate standards and guidelines to assure a desired quality and character of development. The Project will be developed to form a cohesive, first-class retail development together with development of the Phase III Retail Property (more particularly described in Exhibit A-4) immediately adjacent to the west.
3. **Property Description / Existing Site Conditions.**
- 3.1. **Location.** The Entertainment Property is located along Crosby Boulevard. Exhibit C depicts the Entertainment Property in relationship to abutting land uses. The Entertainment Property is located immediately adjacent to the east of the Phase III Retail Property.
 - 3.2. **Existing Land Use and Zoning.** The existing land use and zoning for the Entertainment Property is illustrated on Exhibit E. The Entertainment Property is vacant.
 - 3.2.1. The zoning of properties immediately adjacent to the Entertainment Property area as follows: North – RH; South – R-HD; East – R-6; and West – R-6.
 - 3.2.2. The Entertainment Property is designated as OR (Office Retail) on the Comprehensive Plan. The land use and intensity of use of the Project will conform to the C-3 zoning district. The C-3 zoning district is permitted in OR (Office Retail) Land Use Designation.
 - 3.3. **Elevation and Topography.** The Entertainment Property is relatively flat and generally drains South. The highest elevation on the Entertainment Property is one thousand two hundred and twenty-six (1226) feet above sea level at the South corner; the lowest elevation on the Entertainment Property is one thousand two hundred and twenty-five (1225) feet above sea level at the Northeast corner.
 - 3.4. **Drainage.** Exhibit F shows the existing drainage basis and contours for the Entertainment Property. Off-site detention will be provided by the surface stormwater pond located on the Stormwater Parcel as depicted on Exhibit B, and more particularly described in Exhibits C and C-1U. Stormwater transmission lines connecting the Entertainment Property and Stormwater Parcel shall be provided as shown on Exhibit B.
 - 3.5. **Soil Characteristics and Tree Cover.** The soil conditions on the Entertainment Property are generally good. The Entertainment Property is generally made of the Northern Cross Timbers Stephenville-Darnell soil group. It is considered acceptable for commercial uses according to the U.S. Department of Agriculture, Soil Conservation Service. The remainder of the Entertainment Property has been previously cleared of trees relating to the historic agricultural and commercial uses.
 - 3.6. **Existing and Proposed Streets.** Exhibit B depicts the existing street pattern in the area. These existing street alignments will not be changed as part of the Entertainment Property. SE 15th Street will be improved as more particularly shown on Exhibit B.
 - 3.7. **Utilities.** The Project will be fully serviced with public water and sewer service that will conform to City requirements. Private utilities lines will be located in easements on the Entertainment Property as depicted on Exhibit B.
4. **Project Information.**
- 4.1. **Development Regulations.** This PUD will be governed by the C-3 Community Commercial District regulations, except as expressly provided herein.

- 4.1.1. The following uses allowed by right under the C-3 District will be prohibited:
- 4.1.1.1. Community recreation: property owners' association;
 - 4.1.1.2. Funeral and interment services: undertaking;
 - 4.1.1.3. Personal storage;
 - 4.1.1.4. Wholesaling, storage and distribution: restricted;
 - 4.1.1.5. Horticulture; and
 - 4.1.1.6. Commercial parking.
- 4.1.2. The following uses by special use permits in the C-3 District will be prohibited: Moderate impact institutional, and Community-based care facility.
- 4.1.3. The following special use permit uses in the C-3 District will be allowed on the Entertainment Property: participant recreation; alcoholic beverage retail sale; and eating establishments (sit-down, alcoholic beverages and low point beer permitted). In the event City Ordinances are amended consistent with State Question 792 and Senate Bill 383 to modify or eliminate the low point beer sales restriction, the low point beer restriction in this Section shall be amended consistent with City Ordinances without need for further amendment to this PUD.
- 4.1.4. All lots shall comply with the parking standards set forth in the C-3 District zoning criteria, subject to the following: the parking space dimensions on the Entertainment Property are permitted to be 9-ft wide by 18-ft long with 24-ft wide 2-way drive aisles.
- 4.1.5. All outdoor storage shall meet Section 2.20.3(C) of the City's Zoning Ordinance. Furthermore, shipping containers shall not be used for storage of materials except in areas screened consistent with Section 4.3.3.
- 4.1.6. The Exhibits attached hereto set forth an anticipated representation of how the buildings will be located in the Project; provided, however, the building layout will be subject to further refinement during the site plan process and pursuant to this Section.
- 4.1.6.1. The following may be administratively authorized as minor modifications to this Agreement without need for formal amendment thereto:
 - 4.1.6.1.1. Modifications to Exhibit B as to building size and orientation on the Entertainment Property, provided that such changes do not conflict with the terms of this Agreement;
 - 4.1.6.1.2. Modifications consisting solely of revisions to plan exhibits that are necessary for compliance with the provisions of this Agreement or, where not superseded by this Agreement, provisions of the Code, and modifications to plan exhibits that are necessary for compliance with extra-jurisdictional permitting requirements; and
 - 4.1.6.1.3. De minimus modifications of up to ten percent (10%) to any of the dimensional requirements that are listed in this Agreement, as well as any associated modifications to the plan exhibits, where such modifications are needed to address errors, unanticipated conditions, or retail tenant standards (where such tenant standard is generally utilized on a majority of tenant's comparable retail stores in the metropolitan area).
 - 4.1.6.2. Any changes other than those identified in Sections 4.1.5 shall be deemed major modifications and shall require formal amendment of this Agreement.
- 4.1.7. Cross access between Lots 1, 2, 4 and 5, as more particularly shown on Exhibit B, shall be required. Only one vehicular access point shall be permitted from the Entertainment Property onto Crosby Boulevard, which access shall be limited to (i) right-out only (egress), and (ii) left-in and right-in (ingress).
- 4.1.8. Without limiting the applicability of the provisions of this Agreement, the following variances from the City's Zoning Ordinance shall be permitted by this Agreement:

- 4.1.8.1. Vehicular parking stalls shall be permitted to eighteen feet (18') long, and parking field drive aisles shall be twenty-four feet (24') wide;
 - 4.1.8.2. The northern wall façade articulation for any building over fifteen thousand square feet (15,000 sq.ft.) may have less than three feet (3') in depth for every twenty-five feet (25') of horizontal wall length;
 - 4.1.8.3. Off-premises signage for the Entertainment Property, to be located on the Buena Vista Pylon Sign or SE 15th St. Pylon Sign (both defined below) located as shown on Exhibit HU; and
 - 4.1.8.4. Participant Recreational uses with alcoholic beverage sales, as provided in the City Ordinances, shall be permitted on the Entertainment Property pursuant to this PUD and without need for approval of a special use permit.
- 4.2. **Sequence of Development.** Upon receiving the necessary approvals, mass grading of the site will commence in late 2017 or 2018. It is anticipated that site development of the Entertainment Property will be completed in 2018.
- 4.3. **Development Amenities.**
- 4.3.1. **Signage.** Signage within the Entertainment Property will comply with the City's sign ordinance except as provided in this Agreement and Exhibit H. In the event of any conflict between the City's sign ordinance and this Agreement (including Exhibit H, this Agreement shall control. With respect to any issue not specifically addressed by this Agreement (or Exhibit H), the City's sign ordinance shall control.
 - 4.3.1.1. **Pylon Signage.**
 - 4.3.1.1.1. Subject to the terms and conditions of the Planned Unit Development Agreement for the Phase III Retail Property, one (1) shopping center pylon sign shall be permitted to be located either (i) along Buena Vista Ave., or (ii) along SE 15th St., either for the use located on the Entertainment Property, as more particularly described on Exhibit H (the "Buena Vista Pylon Sign" and "SE 15th St. Pylon Sign," respectively) subject to terms and conditions set forth in this Section. In no event shall the Entertainment Property be permitted signage on both the Buena Vista Pylon Sign and the SE 15th St. Pylon Sign. In the event the Entertainment Property owner shall elect to place a sign panel on one of the aforementioned pylon signs, the Entertainment Property shall not be permitted any further pylon sign on the Entertainment Property. Off-site signage for the Phase III Retail Property and the Entertainment Property is justified by the public benefit of creating a unified, cohesive mixed-use commercial development incorporating both developments and in support of redevelopment of the commercial area along SE 15th St. The pylon sign shall comply with the design criteria as set forth in Exhibit H. Use of the Buena Vista Pylon Sign or SE 15th St. Pylon Sign by the use on the Entertainment Property shall be subject to further agreement by and between the owners of the Phase III Retail and Entertainment Properties as to each respective private property rights, and nothing contained herein shall be construed to require the Phase III Retail Property owner to grant such private property rights.
 - 4.3.1.1.2. In the event the Entertainment Property owner shall not elect to place a sign panel on either the Buena Vista or SE 15th St. Pylon Signs, then the Entertainment Property shall be entitled to pylon signage on the Entertainment Property along Crosby Boulevard pursuant to the provisions of the Code as approved pursuant to the City's site development and building permit processes.

- 4.3.1.2. **Monument Signage.** The Entertainment Property shall be permitted a monument sign to be located on Crosby Boulevard as shown on Exhibit H. The monument sign shall be located as provided on Exhibit B and shall be designed consistent with Exhibit H.
- 4.3.1.3. **Wall Signage.** Wall Signage shall be permitted as depicted on Exhibit G pursuant to the following:
- 4.3.1.3.1. A maximum of 1.5 square feet of signage area for every linear foot of building façade will be allowed for each building façade that faces a public street.
 - 4.3.1.3.2. A maximum of 1.0 square feet of signage area for a building façade will be allowed for each building façade that faces a common property line.
 - 4.3.1.3.3. Graphic logos are permitted provided the sign area of the logo is included in the maximum allowable sign area for each façade.
 - 4.3.1.3.4. No signs attached to buildings shall be mounted lower than 7'-0" A.F.F.
- 4.3.2. **Architecture.** The design of the building on the Entertainment Property shall be generally consistent with Exhibit G. With respect to any issue not specifically addressed by the Exhibit G, the architectural design provisions of the City's zoning ordinance shall control. Except as expressly provided below, the buildings throughout the Project shall comply with the architectural design provisions of the City's zoning ordinance.
- 4.3.2.1. Exterior building materials shall utilize at least three different exterior wall materials or colors on each wall.
 - 4.3.2.2. Anchor tenants' main entrance façade shall incorporate masonry, tile or stone elements.
 - 4.3.2.3. Window frames shall be aluminum storefront or aluminum curtainwall.
 - 4.3.2.4. The following exterior building materials shall be permitted:
 - 4.3.2.4.1. Boral bricks;
 - 4.3.2.4.2. Mortar – natural;
 - 4.3.2.4.3. Cast Stone – Cordova Stone "Buff";
 - 4.3.2.4.4. Miscellaneous Metal;
 - 4.3.2.4.5. Aluminum Composite Material (ACM) wall panels used as exterior cladding in a color permitted by Code;
 - 4.3.2.4.6. Colored Concrete Block (integral color);
 - 4.3.2.4.7. Awnings or horizontal metal canopies - Standing-seam metal. Awnings shall be black, corporate identity color, or other colors as permitted by the City's architectural design ordinance;
 - 4.3.2.4.8. Coping – Kawneer 500 finish to match adjacent cornice material;
 - 4.3.2.4.9. Storefront – Clear anodized aluminum with clear insulating glass;
 - 4.3.2.4.10. Metal roofing – Standing seam metal (Kawneer 500 Finish).
 - 4.3.2.5. The following exterior building materials shall not be permitted:
 - 4.3.2.5.1. Fabric awnings;
 - 4.3.2.5.2. EIFS material shall not be permitted (i) less than 36 inches above grade, and (ii) the total square footage of EIFS material used on a building shall not exceed twenty percent (20%) of the total amount of surface area of all walls of the building;
 - 4.3.2.5.3. Cast concrete panels, unless such panels are articulated with decorative reveals or control/expansion joints and coated to simulate a textured stucco appearance;

- 4.3.2.5.4. Exposed neon tubing as building decoration except at main entry and Tower Feature.
- 4.3.3. **Screening.**
 - 4.3.3.1. All rooftop mechanical units and equipment shall be screened from view from public rights-of-way.
 - 4.3.3.2. Dumpster and service areas shall be screened as shown on Exhibit B and as follows:
 - 4.3.3.2.1. All dumpsters on the Entertainment Property shall be screened as provided on Exhibit J. All other dumpsters on the Entertainment Property shall be screened by either free standing walls, building walls, or landscape berms of not less than seven feet (7') in height on three (3) sides, with a ten foot (10') opening;
 - 4.3.3.2.2. Landscaping for a softening effect or a solid screen can be of shrubs or climbing vines, which provide color and texture; and
 - 4.3.3.2.3. All utility service not screened within a solid, screen wall or fence shall have a natural evergreen screen which completely screens the utility service view from public areas upon installation.
 - 4.3.3.3. Screening along the north side of the Phase III Retail Property shall be screened as shown on Exhibit B, which screening shall be required until such time that the adjoining property to the North is zoned for commercial uses.
- 4.3.4. **Sidewalks.** Sidewalks shall be installed on the Property consistent with Exhibit J.
- 4.3.5. **Site Lighting.** Site lighting shall be provided for the Property consistent with Exhibit K (identified on Exhibit K as the "Entertainment Property"). Site lighting shall be directional so as to minimize glare onto properties adjoining the Entertainment Property. Lighting levels at parking lot and drives shall be a range of 5 to 6 footcandles at the front and sides of the building and a range of 4 to 5 footcandles at the back of the building.
- 4.3.6. **Landscaping.** Landscaping materials shall be installed through the Entertainment Property consistent with this Section. In addition, landscaping materials required for buffering and screening from adjoining uses shall be installed along the Property perimeter as required by the City's Zoning Ordinance and consistent with this Section.
 - 4.3.6.1. **Landscape Standards.** The following landscape standards shall apply to all parcels. Shrubbery and ground covers shall be used in mass plantings to provide variety and contrasting visual effect in color, shapes, and texture. Irrigation must be supplied to assure survival of the plant material and ease in the maintenance of the site.
 - 4.3.6.2. **Landscape – Design Criteria.**
 - 4.3.6.2.1. Minimum Pervious Area Requirements:
 - 4.3.6.2.1.1. For each parcel developed, the maximum area for both building and paved area cannot exceed 90%. Pervious area must be at least 10%. The pervious area shall be landscaped with trees, shrubs, and grass. River rock shall not be considered a pervious material for purposes of this Section.
 - 4.3.6.2.1.2. Total landscaping expenditures for a lot must be a minimum of \$25,000/acre for outparcels, and \$10,000/acre for all anchor store and remaining developer retail tracts. Total landscaping expenditures shall be limited to materials and labor for all in-ground landscaping, irrigation, planters, and other landscaping materials. Expenditures shall not include cost of professional fees, hardscape paving, and maintenance.
 - 4.3.6.2.2. Plant Materials

- 4.3.6.2.2.1. Trees shall be species having a minimum mature spread ranging from 15' to 40' and with a minimum mature height of 20' and installation size of 2 ½" minimum calibers at 6" above base.
- 4.3.6.2.2.2. Evergreen trees shall have a minimum of 7' in height when installed.
- 4.3.6.2.2.3. Flowering trees shall be a 2" minimum caliber when installed.
- 4.3.6.2.2.4. Shrubs used for Section 4.3.3 screening purposes shall be minimum of 2' in height and 18" in width at installation.
- 4.3.6.2.2.5. Flower beds are encouraged and shall be planted in acceptable areas to create color, texture, and interest.
- 4.3.6.2.2.6. Refer to Section 4.3.6.5 for listing of acceptable plant materials.
- 4.3.6.3. **Types of Landscaped Areas.** The following items shall be provided as shown on Exhibit B:
 - 4.3.6.3.1. A planted area between the designated walk and adjacent vehicular drives shall be provided.
 - 4.3.6.3.2. A landscaped area within one hundred feet (100') of every parking space;
 - 4.3.6.3.3. Curbed island at the end of every double row of parking and equal to the parking space length shall be provided.
 - 4.3.6.3.4. Landscaping shall be provided at perimeter of parking areas.
 - 4.3.6.3.5. Plant Maintenance Requirements – all landscaped areas shall be maintained to provide clean, attractive grounds.
- 4.3.6.4. **Hardscape Amenities.**
 - 4.3.6.4.1. Site furnishings such as benches, waste receptacles, tables, bike rack, etc. shall be in character with the building architecture and the surrounding landscaping and painted black.
 - 4.3.6.4.2. A minimum of one (1) 5'-0" long bench and one (1) trash receptacle with ash urn shall be provided at each outparcel building front entrance.
 - 4.3.6.4.3. Solid concrete paving shall be stamped or tooled to form a scaled down pattern.
- 4.3.6.5. **Permitted Landscaping Materials.** The materials listed on the following page shall be permitted. Materials not listed on the following page may be permitted subject to staff approval.

LARGE TREES – SINGLE AND MULTI-TRUNK

Autumn Applause Ash
Urbanite Ash
Lacebark Elm
Chinese Pistache
Greenspire Linden
Green Vase Zelkova
Shumard Oak
Green Mountain Maple
Legacy Maple
Autumn Purple Ash
Bloodgood
London Planetree
English Oak
Fruitless Sweetgum
Black Gum
Hackberry
Burr Oak
Heritage Birch
Red Maple (improved variety)
Bald Cypress

SMALL/FLOWERING ACCENT TREES – SINGLE TRUNKS

Capital Pear
Redspire Pear
Cleveland Select Pear (Chanticleer Pear)
Oklahoma Redbud
Texas White Redbud
Forest Pansy Redbud
Yoshino Cherry
Kousa Dogwood
Common Chokecherry
Some Crabapple Species

EVERGREEN TREES

Blue Atlas Cedar
Scotch Pine
Austrian Pine
Loblolly Pine
Slash Pine
Live Oak
Bracken’s Brown Beauty & Select #3 So.
Magnolia
Merrill Magnolia

UPRIGHT EVERGREEN ACCENTS

Nellie R. Stevens Holly
Foster’s Holly
DWF Alberta Spruce
DWF Bosnian Pine (DWF Austrian)
Cailf Incense Cedar
Hoopsi Spruce
Emily Brunner Holly

EVERGREEN SHRUBS

Nellie R. Stevens Holly
Manhattan Euonymus
Otto Luyken’s Laurel
DWF Yaupon Holly Pride of Houston
Greenmound Juniper
Broadmoor Juniper
Shore Juniper
Prince of Wales Jun.
Harbor DWF Nandina
Gulfstream Nandina
Santolina
Abelia
Japanese Spreading Yew
Blue Hollies
Wintergreen Boxwood
Drawf Burford Holly
Carissa Holly
Sweetspire
Junipers (various varieties)
Nandina (various varieties)
Loropetalum

DECIDUOUS SHRUBS

Dwarf Burning Bush
Goldmound Spiraea
Hosta
Gro-Low Sumac Dwarf
Crape Myrtle
Limemound Spiraea
Compact Butterfly Bush
Pygmy Barberry
Rosy Glow Barberry
Blue Mist Caryopteris
Meidiland Rose
Dwarf Kelsey Dogwood
Ornamental grasses (various varieties)
Knock-out roses

MULTI-TRUNK ACCENT TREES/SHRUBS

Chase Tree
Saucer Magnolia
Yaupon Holly
American Holly
Warren’s Red Delicious Holly
AmurMaple Serviceberry
Crapemyrtle
Royal Star Magnolia
Cockspur Hawthorn
Viburnum

GROUNDCOVER

Big Blue Liriope
Coloratus
Ajuga
Dwarf Mondo Grass
Vinca Minor

Exhibit A-1

Legal Description – Authority Property

TRACT 1:

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

COMMENCING at southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along the south line of said Southwest Quarter, a distance of 296.00 feet;

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

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 100.00 feet;

North 01°23'57" West, parallel with the east line of said Southwest Quarter, a distance of 440.00 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 396.00 feet to a point on the east line of said Southwest Quarter;

THENCE South 01°23'57" East, along said east line, a distance of 440.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 296.00 feet to the POINT OF BEGINNING.

TRACT 2:

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, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of said Southwest Quarter;

THENCE North 01°23'57" West, along the east line of said Southwest Quarter, a distance of 1,045.00 feet to the POINT OF BEGINNING;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 316.80 feet;

THENCE North 01°23'57" West, parallel with the east line of said Southwest Quarter, a distance of 275.02 feet (275.00 feet per vesting deed) to a point on the centerline of Southeast 12th Street as shown on the

plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 316.80 feet to a point on the East line of said Southwest Quarter;

THENCE South 01°23'57" East, along said east line, a distance of 275.02 feet (275.00 feet per vesting deed) to the POINT OF BEGINNING.

Said described Tract 1 contains a gross area of 174,222 square feet or 3.9996 acres and a net area, less streets rights of way, of 163,222 square feet or 3.7471 acres, more or less.

Said described Tract 2 contains a gross area of 87,118 square feet or 1.9999 acres and a net area, less streets rights of way, of 72,946 square feet or 1.6746 acres, more or less.

The basis of bearing for this description is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

Exhibit A-2

Legal Description – Entertainment Property

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

COMMENCING at southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along the south line of said Southwest Quarter, a distance of 296.00 feet;

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

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 41.59 feet;

THENCE North 00°35'11" West a distance of 214.94 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 17.50 feet;

THENCE North 00°35'11" West a distance of 225.02 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 313.84 feet to a point on the east line of said Southwest Quarter;

THENCE South 01°23'57" East, along said east line a distance of 440.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 296.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 143,212 square feet or 3.2877 acres, more or less.

The basis of bearing for this description is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

9-14-17-RM

Exhibit A-3

Legal Description - Stormwater Parcel

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, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of said Southwest Quarter;

THENCE North 01°23'57" West, along the East line of said Southwest Quarter, a distance of 1,045.00 feet to the POINT OF BEGINNING;

THENCE South 89°24'49" West, parallel with the South line of said Southwest Quarter, a distance of 316.80 feet;

THENCE North 01°23'57" West, parallel with the East line of said Southwest Quarter, a distance of 275.02 feet (275.00 feet per vesting deed) to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the South line of said Southwest Quarter, a distance of 316.80 feet to a point on the East line of said Southwest Quarter;

THENCE South 01°23'57" East, along said East line, a distance of 275.02 feet (275.00 feet per vesting deed) to the POINT OF BEGINNING.

Said described Tract 2 contains a gross area of 87,118 square feet or 1.9999 acres and a net area, less streets rights of way, of 72,946 square feet or 1.6746 acres, more or less.

The basis of bearing for this description is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

Exhibit A-4

Legal Description - Phase III Retail Property

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

COMMENCING at southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along the south line of said Southwest Quarter, a distance of 296.00 feet to the POINT OF BEGINNING;

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

THENCE North 01°23'57" West, parallel with the east line of said Southwest Quarter, a distance of 330.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 271.00 feet to a point on the centerline of Buena Vista Avenue as established by Easement for Right of Way recorded in Book 64, Page 69;

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

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 478.16 feet;

THENCE South 00°35'11" East a distance of 225.02 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 17.50 feet;

THENCE South 00°35'11" East a distance of 214.94 feet;

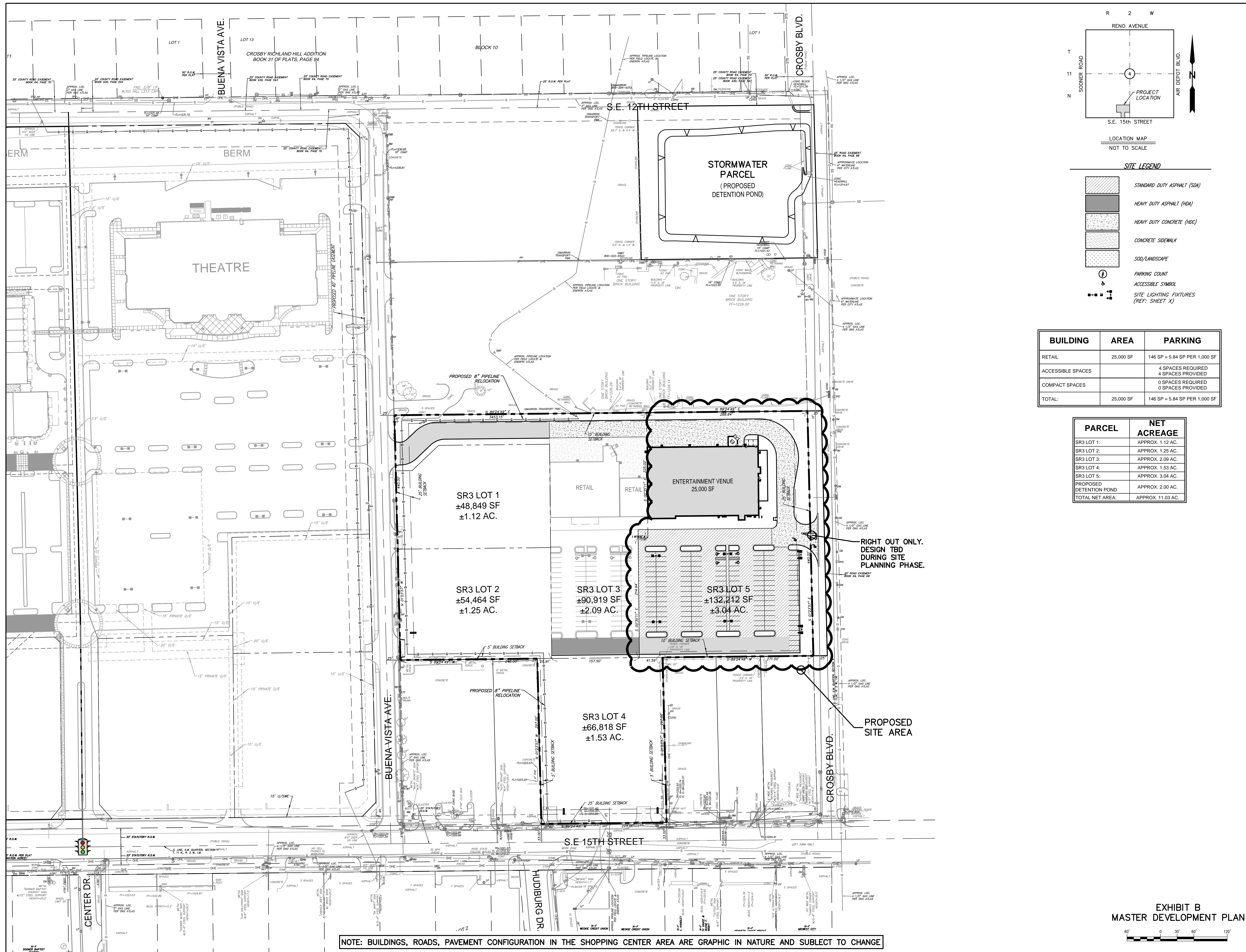
THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 41.59 feet;

THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 330.00 feet to the POINT OF BEGINNING.

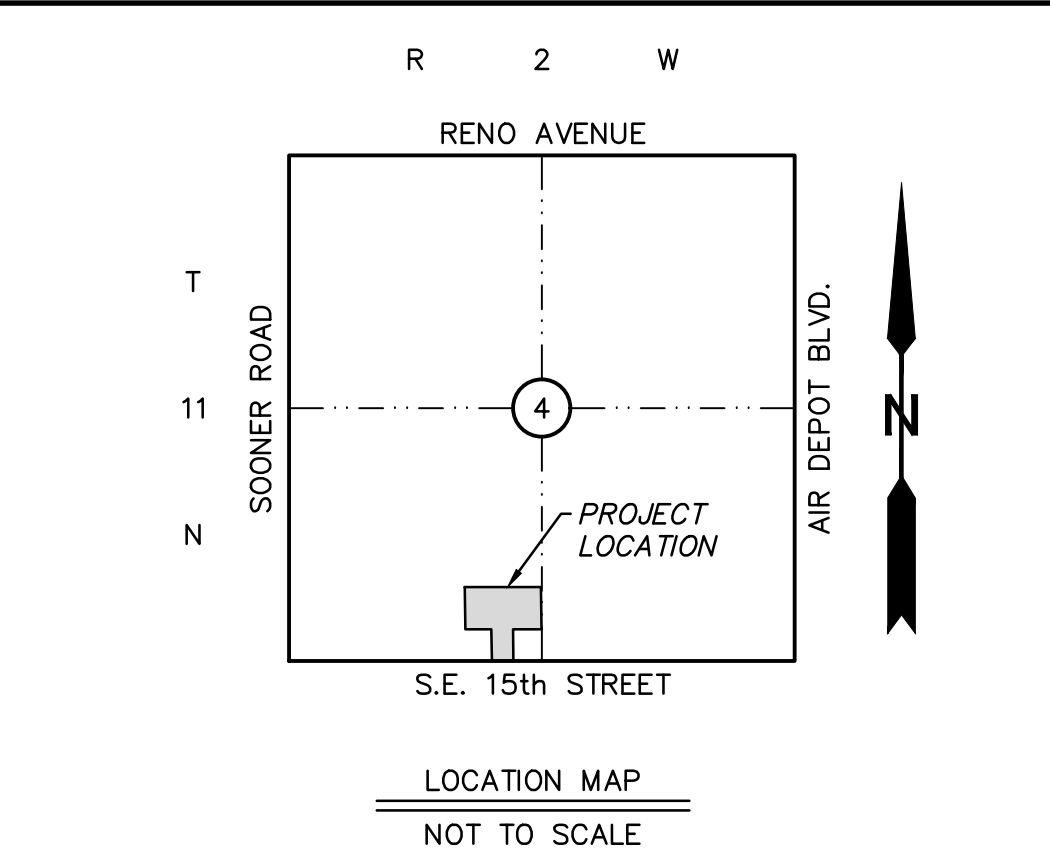
Said described tract of land contains an area of 279,475 square feet or 6.4159 acres, more or less.

The basis of bearing for this description is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

9-14-17-RM



NOTE: BUILDINGS, ROADS, PAVEMENT CONFIGURATION IN THE SHOPPING CENTER AREA ARE GRAPHIC IN NATURE AND SUBJECT TO CHANGE



SITE LEGEND

- STANDARD DUTY ASPHALT (SDA)
- HEAVY DUTY ASPHALT (HDA)
- HEAVY DUTY CONCRETE (HDC)
- CONCRETE SIDEWALK
- SOD/LANDSCAPE
- PARKING COUNT
- ACCESSIBLE SYMBOL
- SITE LIGHTING FIXTURES (REF: SHEET X)

BUILDING	AREA	PARKING
RETAIL	25,000 SF	146 SP = 5.84 SP PER 1,000 SF
ACCESSIBLE SPACES		4 SPACES REQUIRED 4 SPACES PROVIDED
COMPACT SPACES		0 SPACES REQUIRED 0 SPACES PROVIDED
TOTAL:	25,000 SF	146 SP = 5.84 SP PER 1,000 SF

PARCEL	NET ACREAGE
SR3 LOT 1:	APPROX. 1.12 AC.
SR3 LOT 2:	APPROX. 1.25 AC.
SR3 LOT 3:	APPROX. 2.09 AC.
SR3 LOT 4:	APPROX. 1.53 AC.
SR3 LOT 5:	APPROX. 3.04 AC.
PROPOSED DETENTION POND	APPROX. 2.00 AC.
TOTAL NET AREA:	APPROX. 11.03 AC.

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SOONER INVESTMENT
 Commercial and Investment Real Estate
 2301 West 14th Street, Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 942-0455 Fax: (405) 942-2985

NOT VALID FOR CONSTRUCTION
PRELIMINARY
NOT FOR CONSTRUCTION

UNLESS SHOWN IN THIS BLOCK

SOONER ROSE PHASE III ENTERTAINMENT
S.E. 15TH ST. & BUENA VISTA AVE
MIDWEST CITY, OKLAHOMA

SMC Consulting Engineers, P.C.
 1000 North Lincoln Street, Suite 100
 Oklahoma City, Oklahoma 73102
 Phone: (405) 232-7715 Fax: (405) 232-7859
 Website: www.smconline.com
 Oklahoma Certificate of Registration No. 04, Exp. 06/30/2018
 No. of Professions: 1
 License No. 150129/02

PROJECT NO. 6882-20
 DATE: 08/29/17
 SCALE: DRAWN BY: MDS
 ENGINEER: TERENCE L. HAYNES
 P.E. NUMBER: 16820

EXHIBIT B MASTER DEVELOPMENT PLAN

SHEET NO. 1

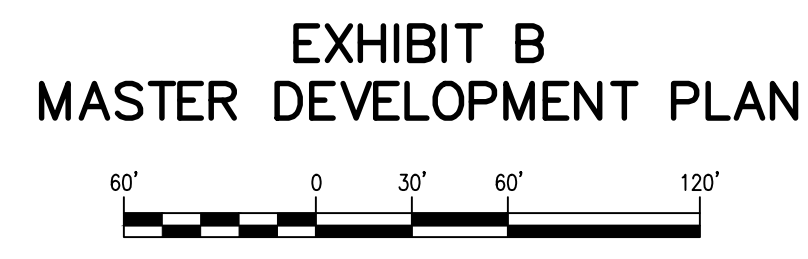
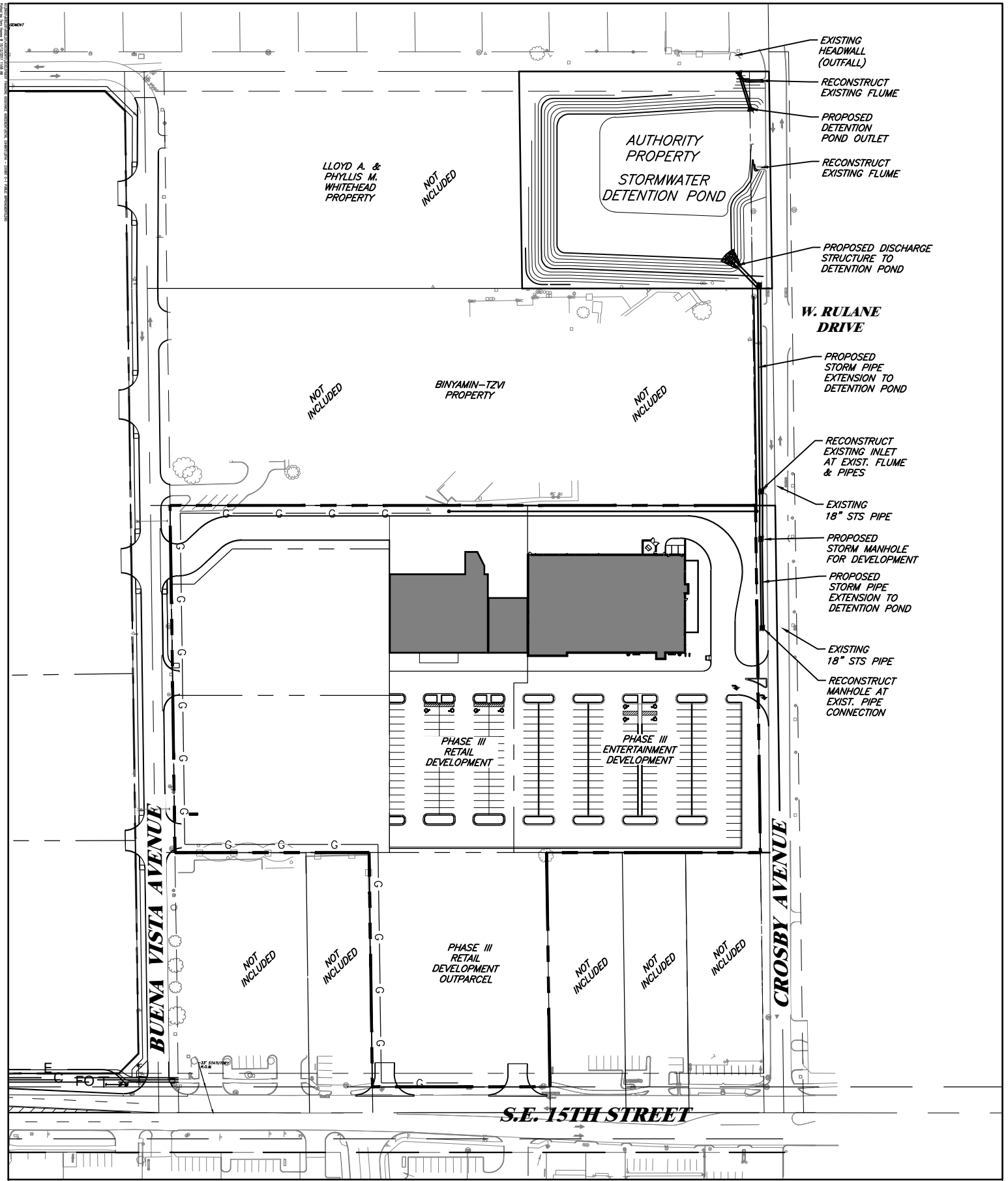


Exhibit C

Stormwater Improvements

- 1.1. Stormwater Improvements:
 - 1.1.1. A Stormwater Detention Pond shall be constructed on the Stormwater Parcel with outlet structures, energy dissipater measures (i.e. rip rap) and perimeter security fence as depicted on Exhibit C-1.
 - 1.1.2. Stormwater pipe shall be constructed along the west-side of Crosby Boulevard from the Stormwater Detention Pond to the Phase III Entertainment Development as depicted on Exhibit C-1. The stormwater pipe shall be sized to transport rainwater runoff from 1) the existing stormwater inlets and pipes located along Crosby Boulevard and 2) the Phase III Retail Development and Phase III Entertainment Development. Incidental construction such as the demolition of existing stormwater pipes and appurtenances and the adjustment of other utilities to accommodate the new construction shall be included in the stormwater pipe construction project.
 - 1.1.3. The materials excavated from the Stormwater Parcel shall be transported and stock-piled on the Phase III Retail Development and Phase III Entertainment Development for reuse in the construction of the Phase III Retail Development and Phase III Entertainment Development.




- EXISTING HEADWALL (OUTFALL)
- RECONSTRUCT EXISTING FLUME
- PROPOSED DETENTION POND OUTLET
- RECONSTRUCT EXISTING FLUME
- PROPOSED DISCHARGE STRUCTURE TO DETENTION POND
- W. RULANE DRIVE
- PROPOSED STORM PIPE EXTENSION TO DETENTION POND
- RECONSTRUCT EXISTING INLET AT EXIST. FLUME & PIPES
- EXISTING 18" STS PIPE
- PROPOSED STORM MANHOLE FOR DEVELOPMENT
- PROPOSED STORM PIPE EXTENSION TO DETENTION POND
- EXISTING 18" STS PIPE
- RECONSTRUCT MANHOLE AT EXIST. PIPE CONNECTION

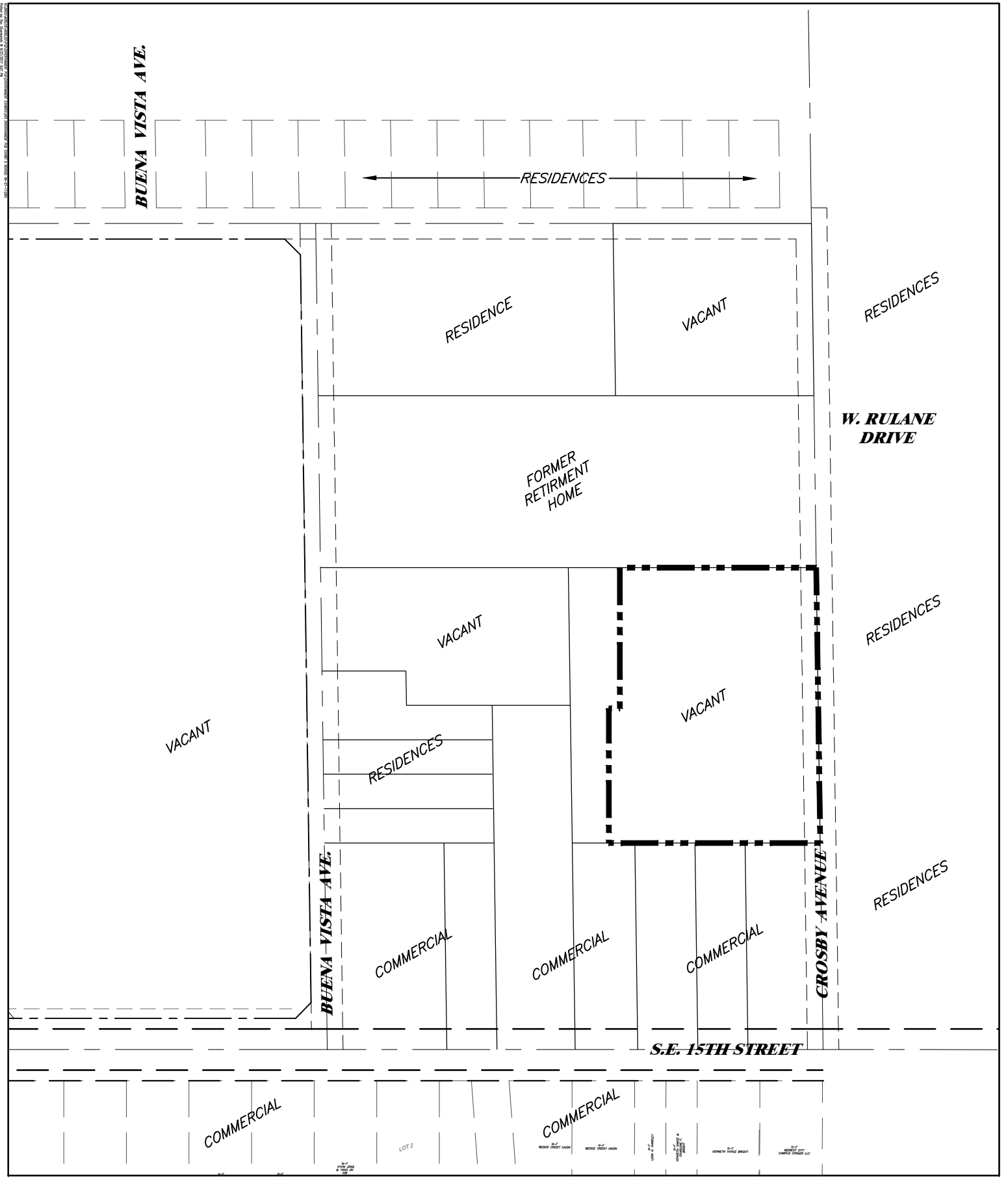
SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

DEVELOPMENT FINANCING
 ASSISTANCE AGREEMENT
 SOONER ROSE PHASE 3
 MIDWEST CITY, OK

EXHIBIT C-1
 PUBLIC IMPROVEMENTS


 NOT 3/16 SCALE


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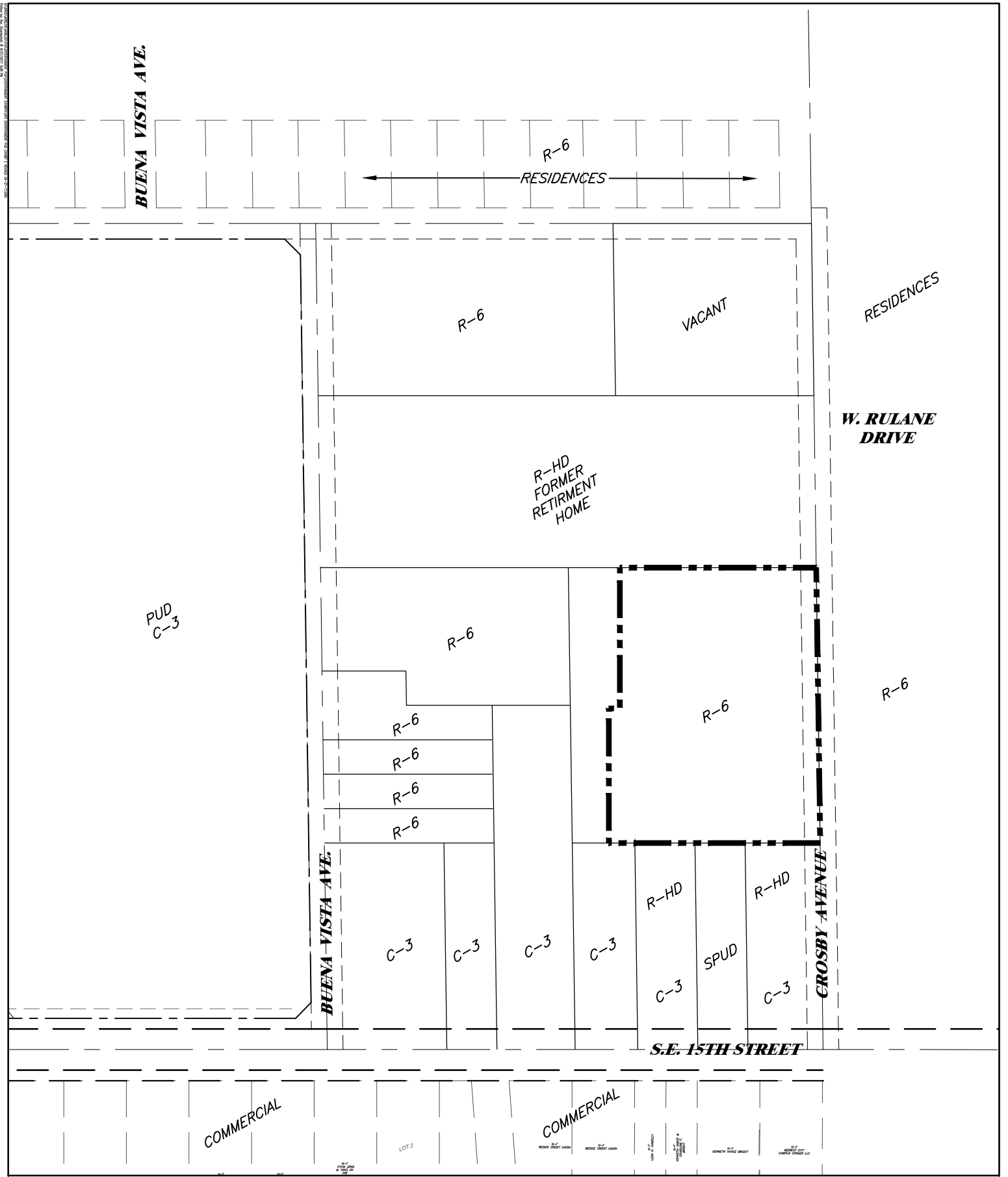


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 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

PLANNED UNIT DEVELOPMENT
 SOONER ROSE
 PHASE 3 ENTERTAINMENT
 MIDWEST CITY, OK

RELATIONSHIP TO
 ABUTTING USES
EXHIBIT "D"



 NOT 362 SCALE
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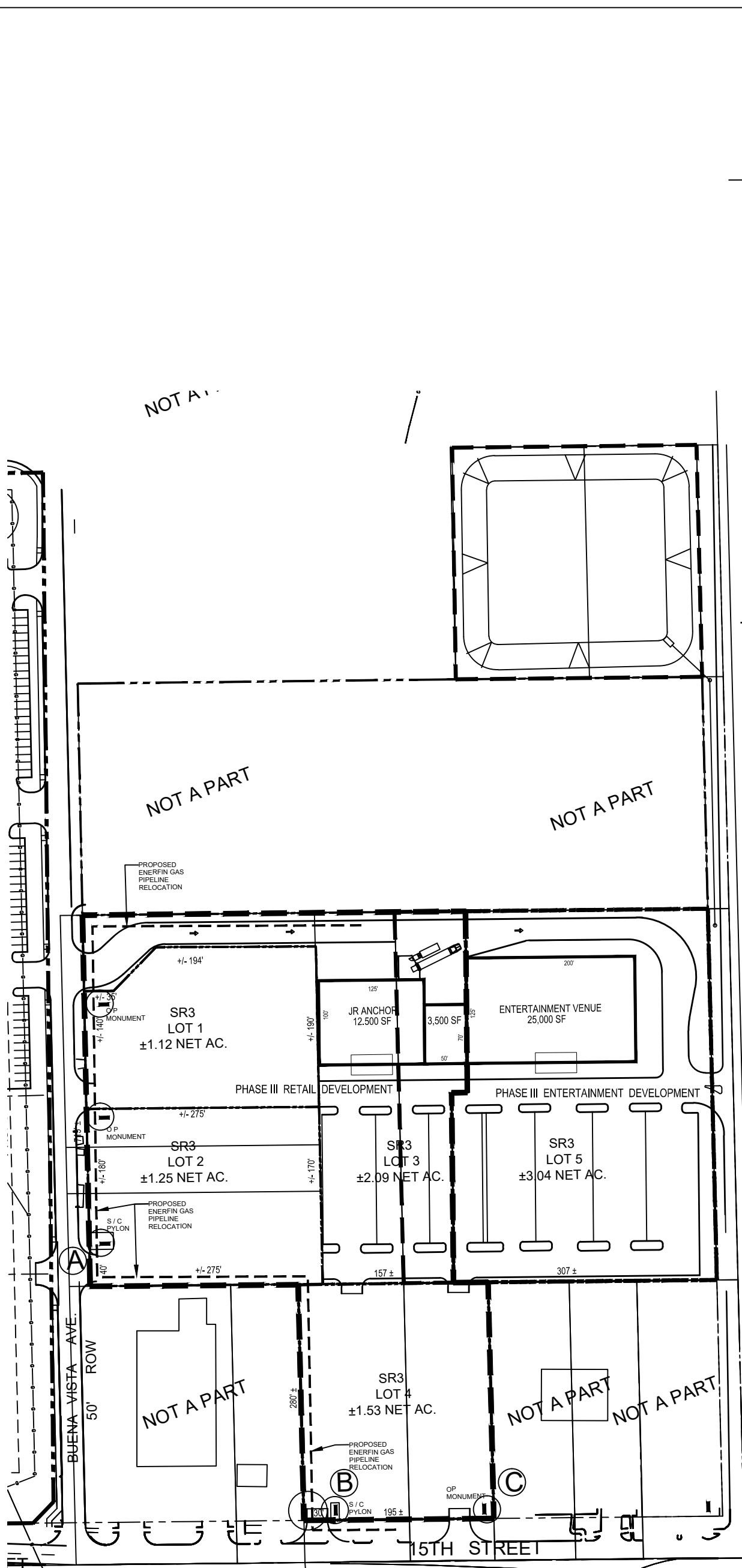


SMC
 SMC Consulting Engineers, P.C.
 815 West Main - Oklahoma City, OK 73106
 PH: 405-232-7715 Fax: 405-232-7859

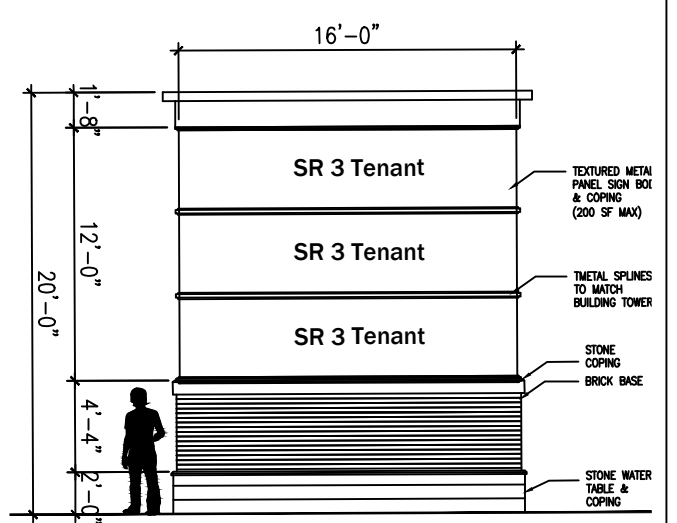
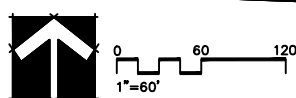
PLANNED UNIT DEVELOPMENT
 SOONER ROSE
 PHASE 3 ENTERTAINMENT
 MIDWEST CITY, OK

EXISTING AND ABUTTING
 ZONING CLASSIFICATIONS
EXHIBIT "E"

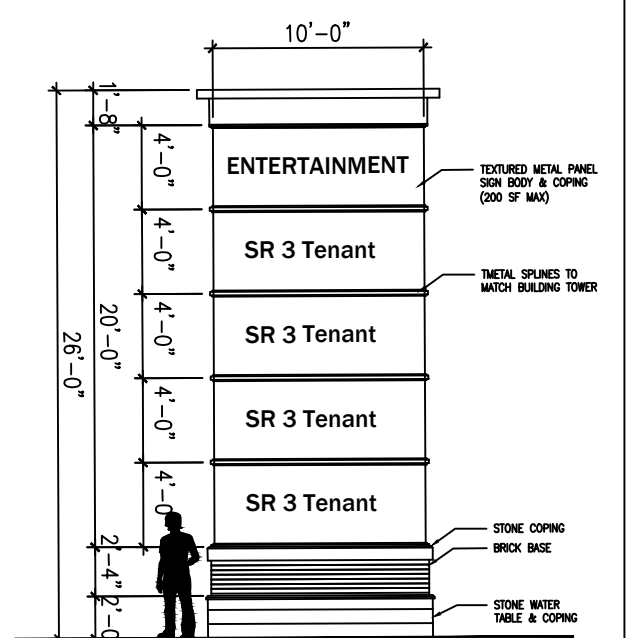

 NOT TO SCALE
 363
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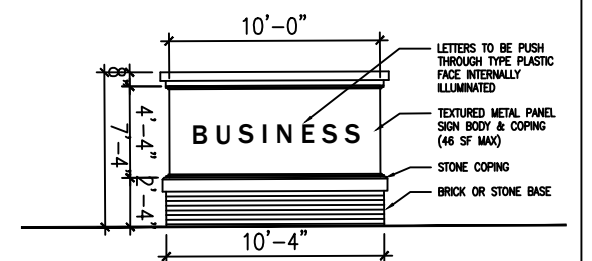
1 MASTER SIGNAGE PLAN
SCALE: 1" = 60'-0"



A 20' SHOPPING CENTER PYLON
SIGN AREA: 200 SF (each sign face)



B TYPICAL SHOPPING CENTER PYLON
SIGN AREA: 200 SF (each sign face)



C OUTPARCEL MONUMENT

NOTE: LOCATIONS OF PYLON AND MONUMENT SIGNS SHALL BE FLEXIBLE TO ALLOW FOR SPECIFIC PARKING AND LOT CONFIGURATIONS.

REV	DATE

PROJECT NO.
16,001,00

DATE
10-09-2017

SHEET
EX-H

SOONER ROSE - PHASE III
MIDWEST CITY, OKLAHOMA
EXHIBIT H - MASTER SIGNAGE PLAN

gopoodo architecture

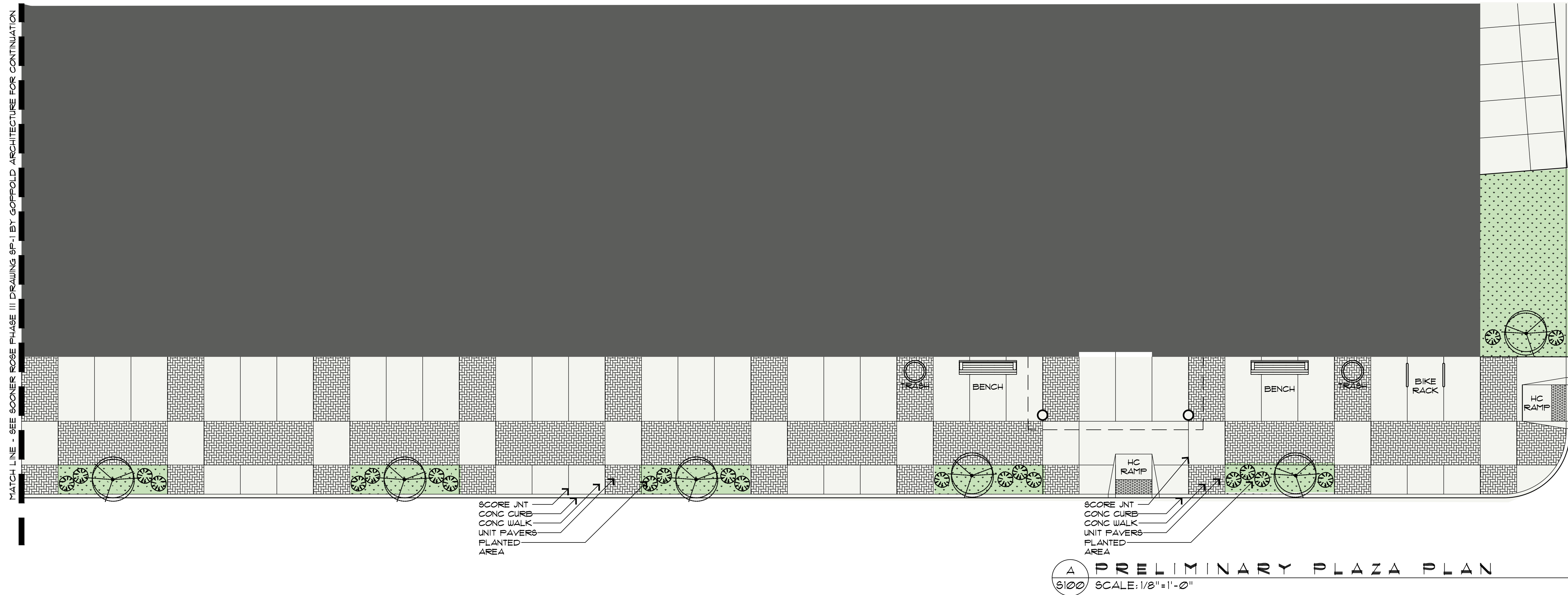
1111 Metropolitan Avenue, 700
Charlotte, NC 28204
704.334.2787
gopoodoarchitecture.com

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Collett INVESTMENT

Commercial and Investment Real Estate

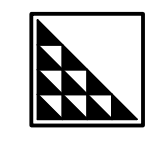
2201 West I-44 Service B, Suite 100 Oklahoma City, OK 73112
(405)842-0406 Fax (405)840-2386



PRELIMINARY PLAZA PLAN
 SCALE: 1/8" = 1'-0"

DATE	DESCRIPTION

STAMP:


FITZGERALD ASSOCIATES
 architects & design consultants
 405.521.8999
 3900 N. SANTA FE AVE.
 OKLAHOMA CITY, OK 73118
 www.fitzarch.com

COPYRIGHT © 2017
 FITZGERALD + ASSOCIATES ARCHITECTS
 ALL RIGHT RESERVED

**ANDY'S
 NEW 12 LANE ENTERTAINMENT CENTER**

ADDRESS:
 3900 N. SANTA FE AVE.
 OKLAHOMA CITY, OK 73118

OWNER:
 ALLIANCE FILM INC.
 1000 N. WALKER ST.
 OKLAHOMA CITY, OK 73102

JOB NO.:
 #####

DRAWN BY:
 I.I.I.

CHECKED BY:

SHEET TITLE:
**PRELIMINARY
 PLAZA PLAN**

DATE:
 07.18.2017

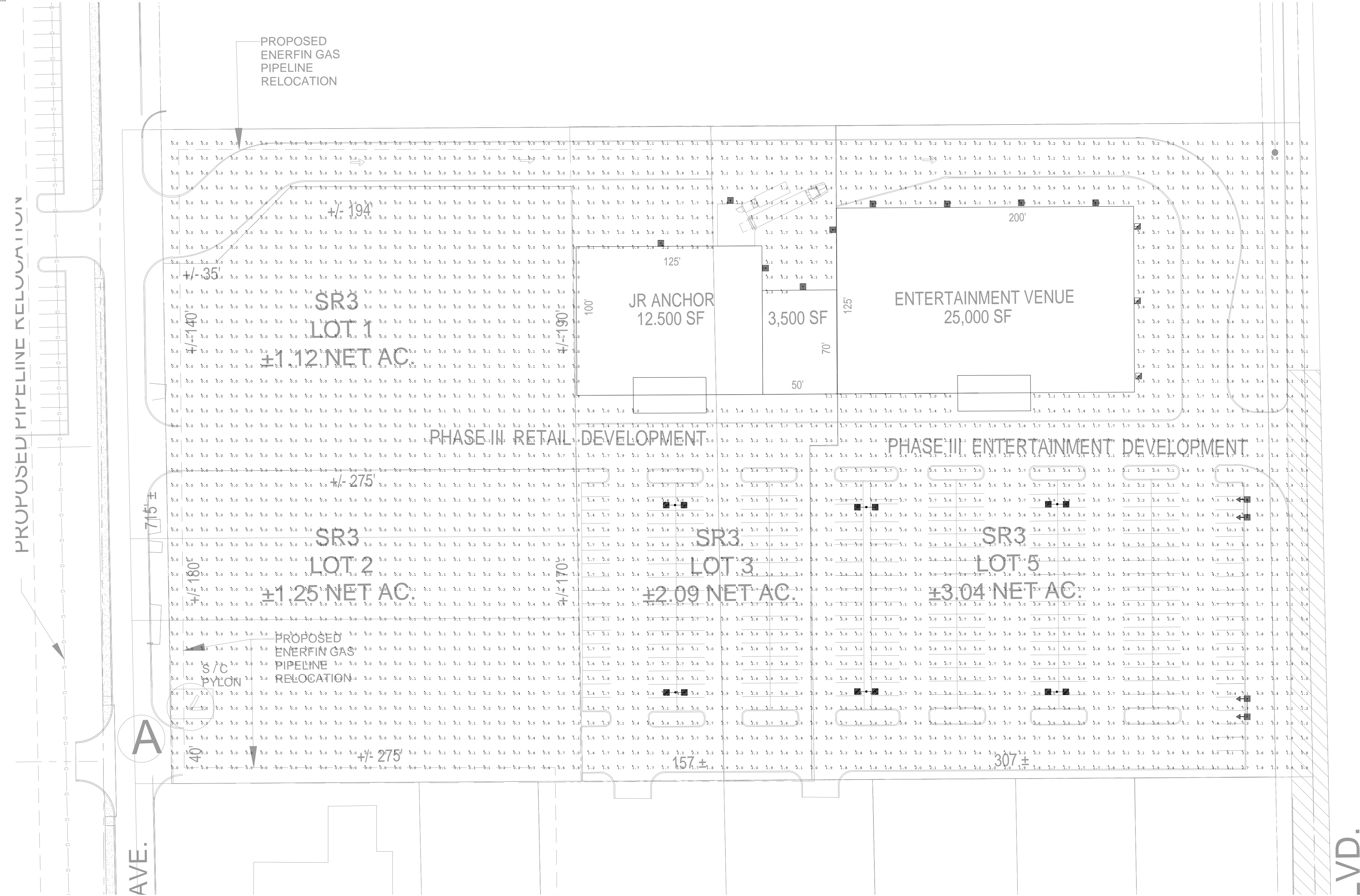
SHEET NO.:

S100

PRELIMINARY
 NOT FOR CONSTRUCTION

REVISIONS

REV #	DATE	BY:
1	9/28/17	H.O.



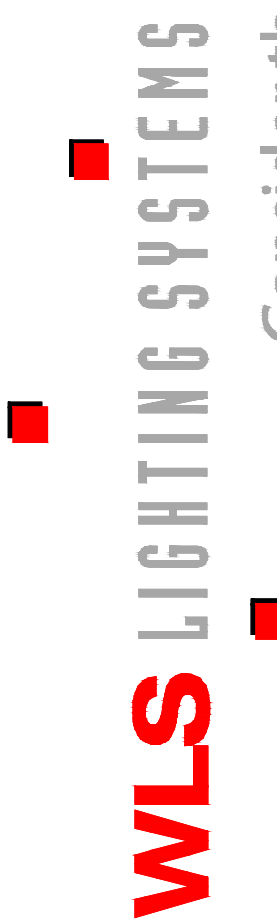
BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS.

THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS UTILIZING CURRENT INDUSTRY STANDARD LAMP RATINGS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS AND OTHER VARIABLE FIELD CONDITIONS.

Label	Units	Avg	Max	Min	Avg/Min	Max/Min	PtSpcLr	PtSpcTb
MAIN PARKING	Fc	3.13	10.4	1.4	2.24	7.43		

Symbol	Qty	Label	Total Lamp Lumens	LLF	Description	Lum. Watts
	6	A	N.A.	0.970	WLS-OSQ-A-5SH-U-40K 30' POLE 3' BASE	215
	2	B	N.A.	0.970	(1) WLS-OSQ-A-3ME-U-40K-RR & (1) WLS-OSQ-A-3ME-U-40K-RL 30	214.35
	9	C	N.A.	0.950	WLS-MIRW-3-LED-06-40 16' MOUNTING HEIGHT	54
	3	D	N.A.	0.950	WLS-MIRW-FT-LED-06-40 16' MOUNTING HEIGHT	54

**SOONER ROSE - PHASE III
MIDWEST CITY, OK**



1919 WINDSOR PLACE
FORT WORTH, TX 76110
WWW.WLSLIGHTING.COM

LET IT BE KNOWN THAT I GARRY FUSSELMAN
AM STRICTLY OPPOSED TO ANY COMMERCIAL DEVELOPMENT
ON CROSBY BLVD. THE OWNERS OF THE PROPERTY
HAVE NEVER PROPERLY MAINTAINED THE PROPERTY.
IT IS A FIRE HAZARD AND A HEALTH HAZARD. THEIR
ARE RATS AND OTHER VERMITS LIVING THEIR. CODE
ENFORCEMENT NEEDS TO VISIT THEM AND FINE THEM
UNTIL THEY PROPERLY MAINTAIN THE PROPERTY

THE WAY THEY PETITIONED FOR REZONING BY
SPLITTING THE PROPERTY ON CROSBY AND INCLUDING
THE FURTHEST PARCEL WITH DEVELOPMENT ON 15TH
STREET WAS SNEAKY AND UNDERHANDED. IT WAS A
TRICK TO MAKE ANY OPPOSITION LESS EFFECTIVE.

IT GOES TO SHOW THE OWNERS HAVE NO INTEGRITY.

I HAVE BEEN TOLD THEIR ARE RATS LIVING IN
THE OLD NURSING HOME. IF THAT IS TRUE THEN THE
PROPERTY NEEDS TO BE CONDEMNED AND LEVELLED.

HOUSES NEED TO BE BUILT ON THE PROPERTIES,
SINCE THE OWNERS HAVE NOT SEEN FIT TO PROPERLY
DEVELOP THE PROPERTY MAYBE THE PROPERTY
NEEDS TO BE SOLD TO SOMEONE WHO WILL.

ENCROACHING ON A NEIGHBORHOOD FOR COMMERCIAL
GAIN IS NOT THE WAY TO MAINTAIN THE INTEGRITY
FOR THE NEIGHBORHOOD. THEIR ARE MANY PROPERTIES
ALONG THE SECTION LINES IN MIDWEST CITY THAT
NEED TO BE DEVELOPED OR REDEVELOPED. ~~DESTROYING~~
THE SAFETY OF

Garry W. Fusselman

RECEIVED
 SEP 22 2017
 By: *Will*

PETITION of OPPOSITION to rezoning or redistricting any property bordering Crosby Blvd.
 The property is described as part of SW/4 of section 4, T-11-N. R-2-W
 of the Indian meridan, Okla. County, Okla.

Print Name	Address	Signature
GARRY FUSSELL	940 BROWN DR	<i>Garry Fussell</i>
Aaron Williams	936 BROWN DR	<i>Aaron Williams</i>
Katherine Brady	932 BROWN DR	<i>Katherine Brady</i>
ARNOLD COLBERT	924 BROWN DR	<i>Arnold Colbert</i>
Charles Brown	949 BROWN DR	<i>Charles Brown</i>
MONTY WELLS	952 BROWN DR	<i>Monty Wells</i>
Stephen Pierce	6224 SE 11th St	<i>Stephen Pierce</i>
Milton Halleckson	6225 SE 11th St	<i>Milton Halleckson</i>
Sherry Beck	6212 SE 11th St	<i>Sherry Beck</i>
JEFF KIRKMAN	940 Stiver	<i>Jeff Kirkman</i>
Daisy Jeffery	937 Stiver	<i>Daisy Jeffery</i>
Terri Whitmore	924 Stiver Dr	<i>Terri Whitmore</i>
Deborah Russell	913 Stiver MUL/DK	<i>Deborah Russell</i>
Robert Latum Jr	917 Stiver Dr	<i>Robert Latum Jr</i>
Sammie Williams	933 Brown Dr	<i>Sammie Williams</i>
Laura Dawson	929 Brown Dr	<i>Laura Dawson</i>
Shirley Wright	933 W Rubane Dr	<i>Shirley Wright</i>
Cornel Miller	929 W Rubane	<i>Cornel Miller</i>
Joan Patterson	925 W Rubane	<i>Joan Patterson</i>
Richard Willis	909 W Rubane Dr	<i>Richard Willis</i>
Dee Drcegan	905 W Rubane Dr	<i>Dee Drcegan</i>
CHAD DAVIS	908 W RUBANE DR	<i>Chad Davis</i>
Gabrielle Davis	708 W Rubane Dr	<i>Gabrielle Davis</i>
Willie Mae Parker	924 W Rubane Dr	<i>Willie Mae Parker</i>
ROBY	928 W Rylan Dr	<i>Roby</i>
Graham Sells	1600 Welke Dr	<i>Graham Sells</i>
Megan Martner	921 Askew Dr	<i>Megan Martner</i>
Jodi	1804 Thompson Dr	<i>Jodi</i>
Shaele Journal	909 Askew Dr	<i>Shaele Journal</i>
Lisa Dougherty	913 Askew Dr	<i>Lisa Dougherty</i>
CAROL S. TRUTH	908 ASKEW DR	<i>Carol S. Truth</i>
Dena L. Fields	908 ASKEW DR	<i>Dena L. Fields</i>
Eric Parish	916 ASKEW DR	<i>Eric Parish</i>

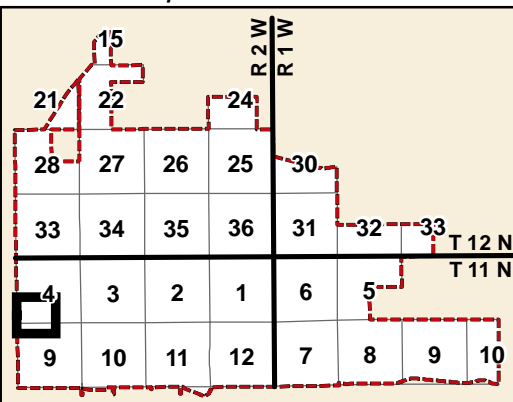
PETITION of OPPOSITION to rezoning or redistricting any property bordering Crosby Blvd.

The property is described as part of SW/4 of section 4, T-11-N. R-2-W
of the Indian meridan, Okla. County, Okla.

Print Name	Address	Signature
Elizabeth Carter	920 Askew Dr	Elizabeth Carter
Madison Davis	1416 Oelke Dr	Madison Davis
Amos Mobley	1408 Oelke Dr	Amos Mobley
Kwame Mobley	1409 Oelke Dr	Kwame Mobley
Indi S Williams	1417 Oelke Dr	Indi S Williams
Kayla Sketo	1501 Oelke Dr	KAYLA SKETO
David Stowe	1505 Oelke Dr	David Stowe
Donna Lindley	1509 Oelke	Donna Lindley
Brian Krause	1513 Oelke	Brian Krause
Musky Daniels	1109 Oelke Dr	Musky Daniels
David Whitehead Jr	1300 BUENAVISTA DR.	David Whitehead Jr
Chris Alexander	945 Brown Dr	Chris Alexander
Angela Ray	944 Brown Dr	Angela Ray
Randall Ray	948 Brown Dr	Randall Ray
Clarence Owen	928 Brown Dr	Clarence Owen
Diana Owen	928 Brown Dr	Diana Owen
Patricia Ridge	928 Brown Dr	Patricia Ridge
Latrell Owen	928 Brown Dr	Latrell Owen
Shalena Allen	933 Stiver Dr.	Shalena Allen
Shelena Modeman	904 Stiver	Shelena Modeman
LINDA CARROLL	904 STIVER DR	Linda Carroll
Manda Tullis	980 Stiver Dr	Manda Tullis
Dustin Tree	9505 King Dr.	Dustin Tree
Emily Green	1401 King Dr	Emily Green
Latoya Morrison	941 Brown Dr	Latoya Morrison
Christopher Beck	6212 SE 11	Christopher Beck
Jahana Willson	6409 SE 15th St.	Jahana Willson



Locator Map



**2015 DOP (AERIAL) VIEW FOR
PC-1926
(SW/4, Sec. 4, T11N, R2W)**

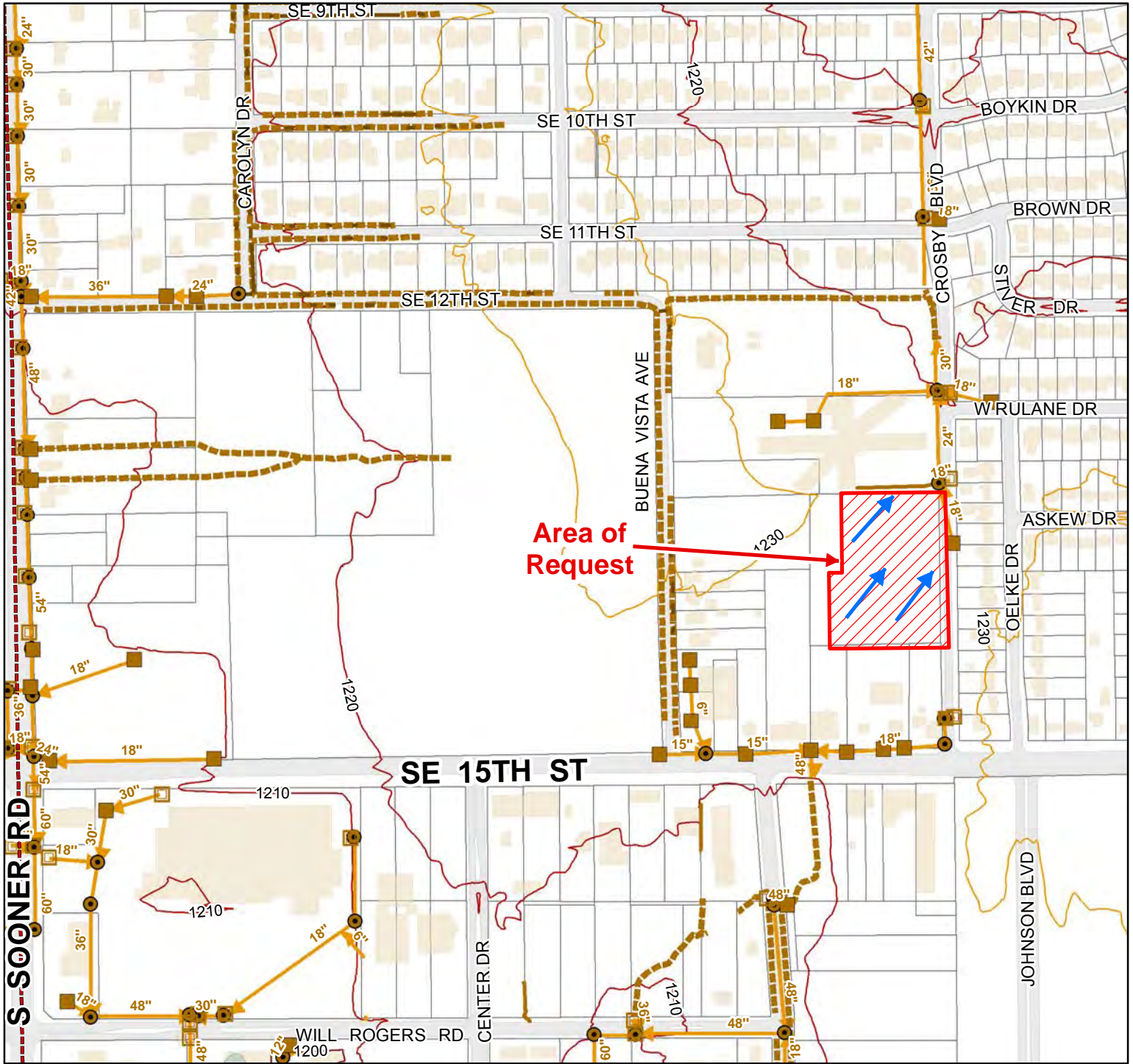


0 400 800 Feet

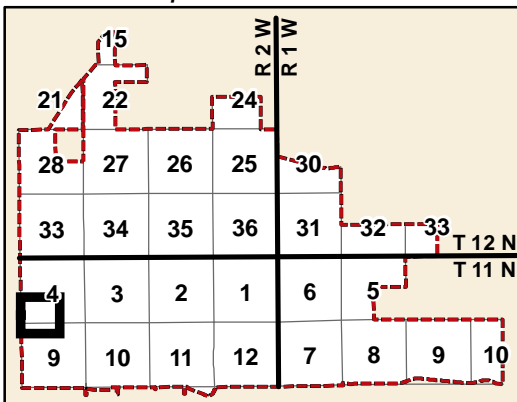


1 inch = 400 feet

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Locator Map

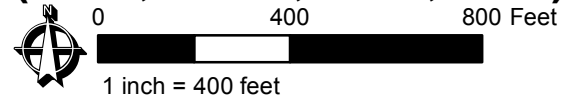


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

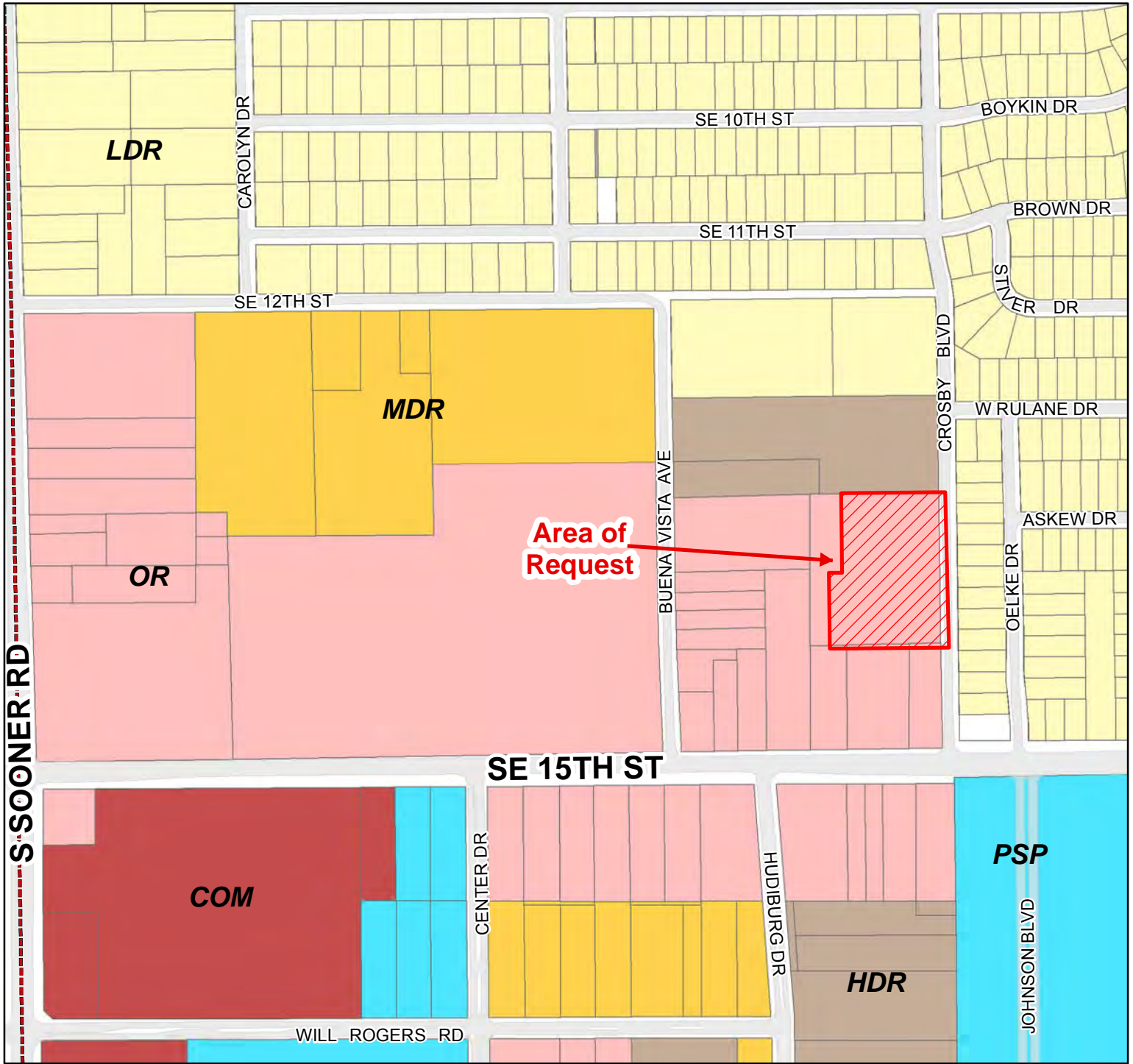
2009 FEMA Floodplains

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

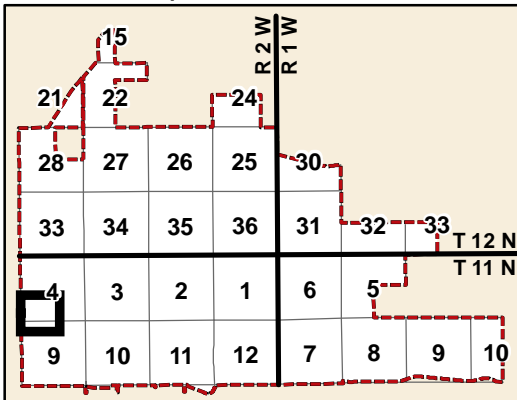
DRAINAGE LOCATION MAP FOR PC-1926 (SW/4, Sec. 4, T11N, R2W)



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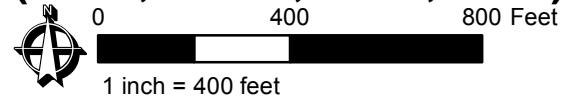
Locator Map



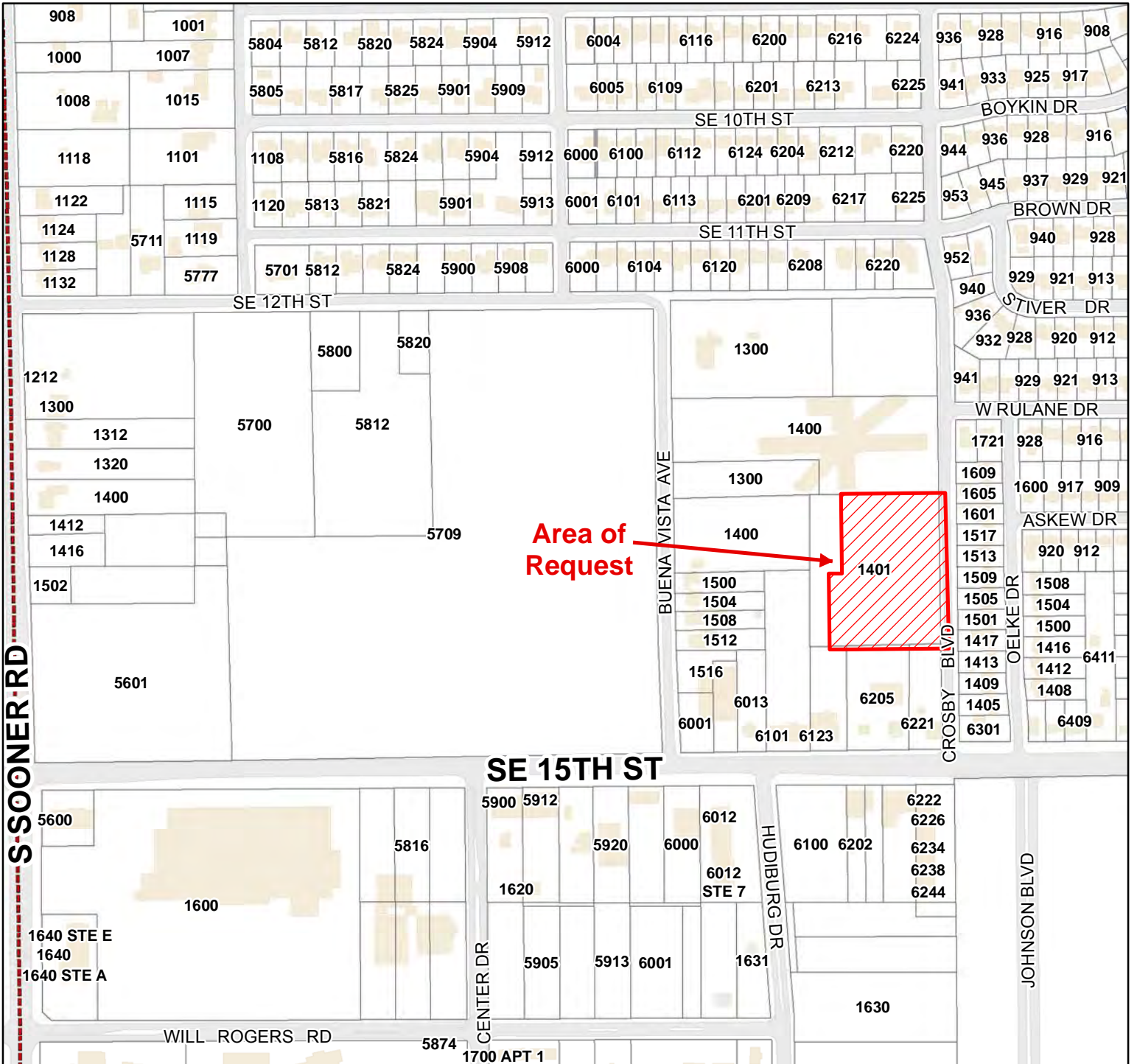
Future Land Use Legend

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

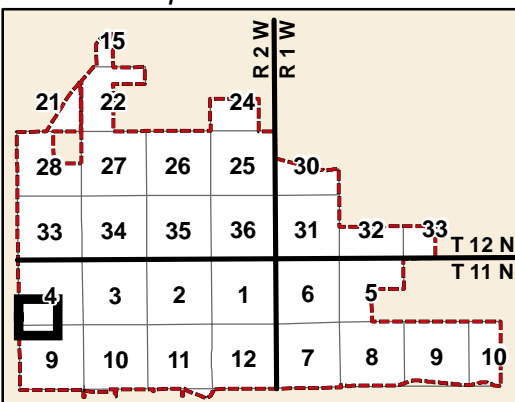
**FUTURE LAND USE
MAP FOR
PC-1926
(SW/4, Sec. 4, T11N, R2W)**








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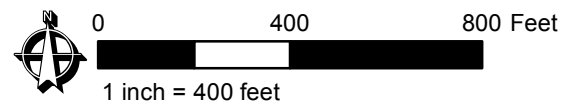
Locator Map



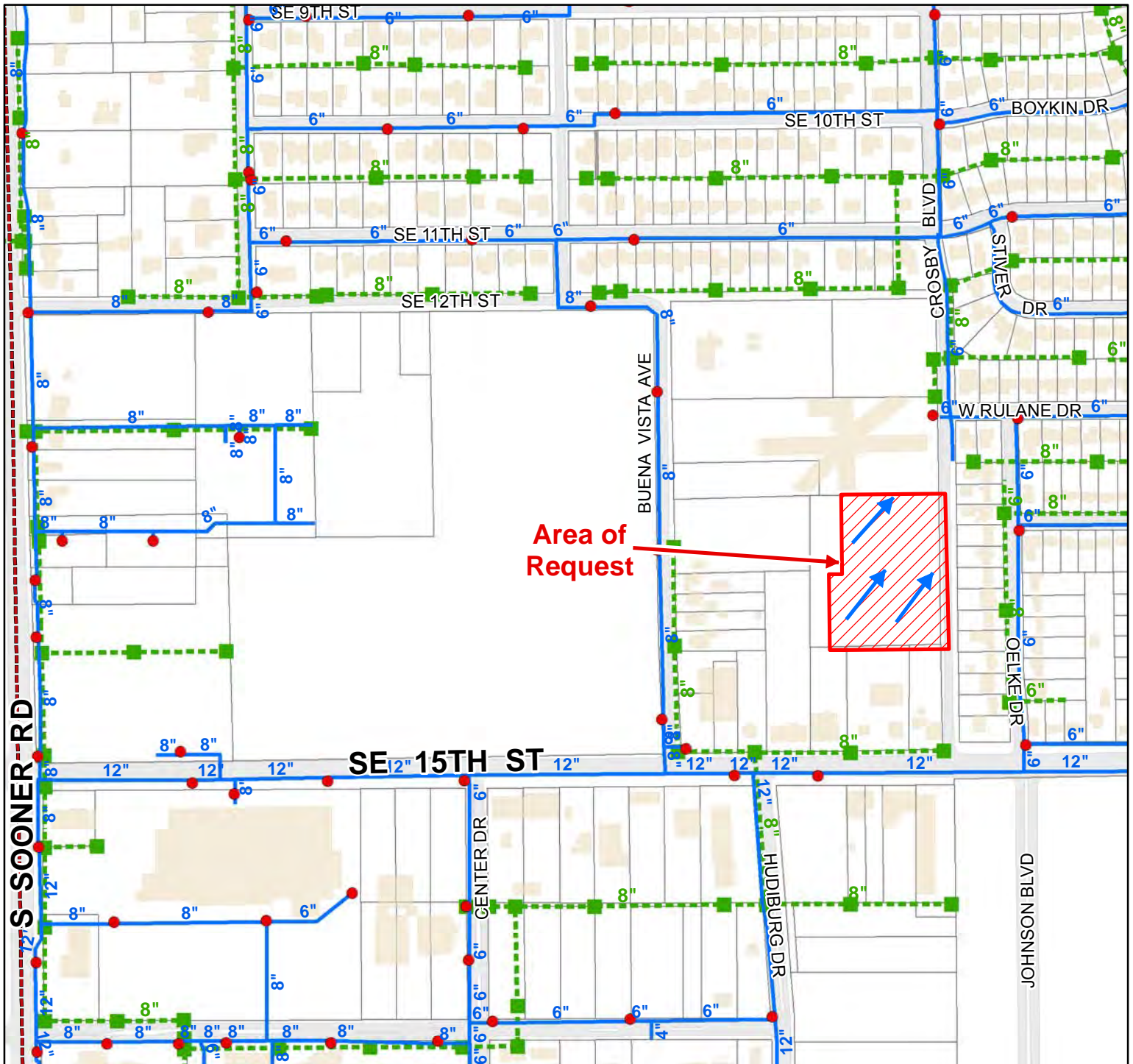
General Map Legend

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

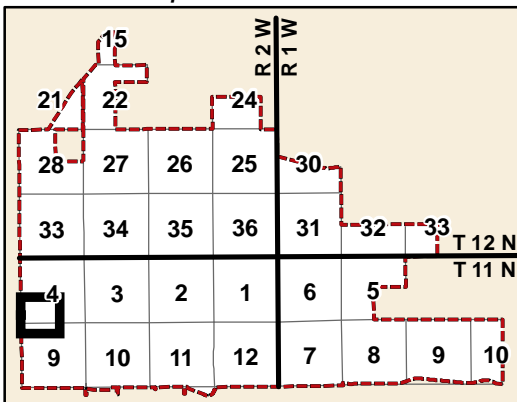
**GENERAL MAP FOR
PC-1926
(SW/4, Sec. 4, T11N, R2W)**



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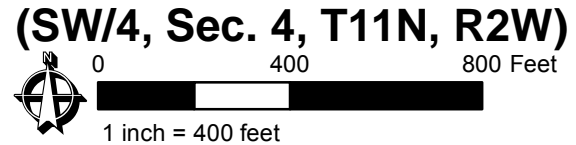
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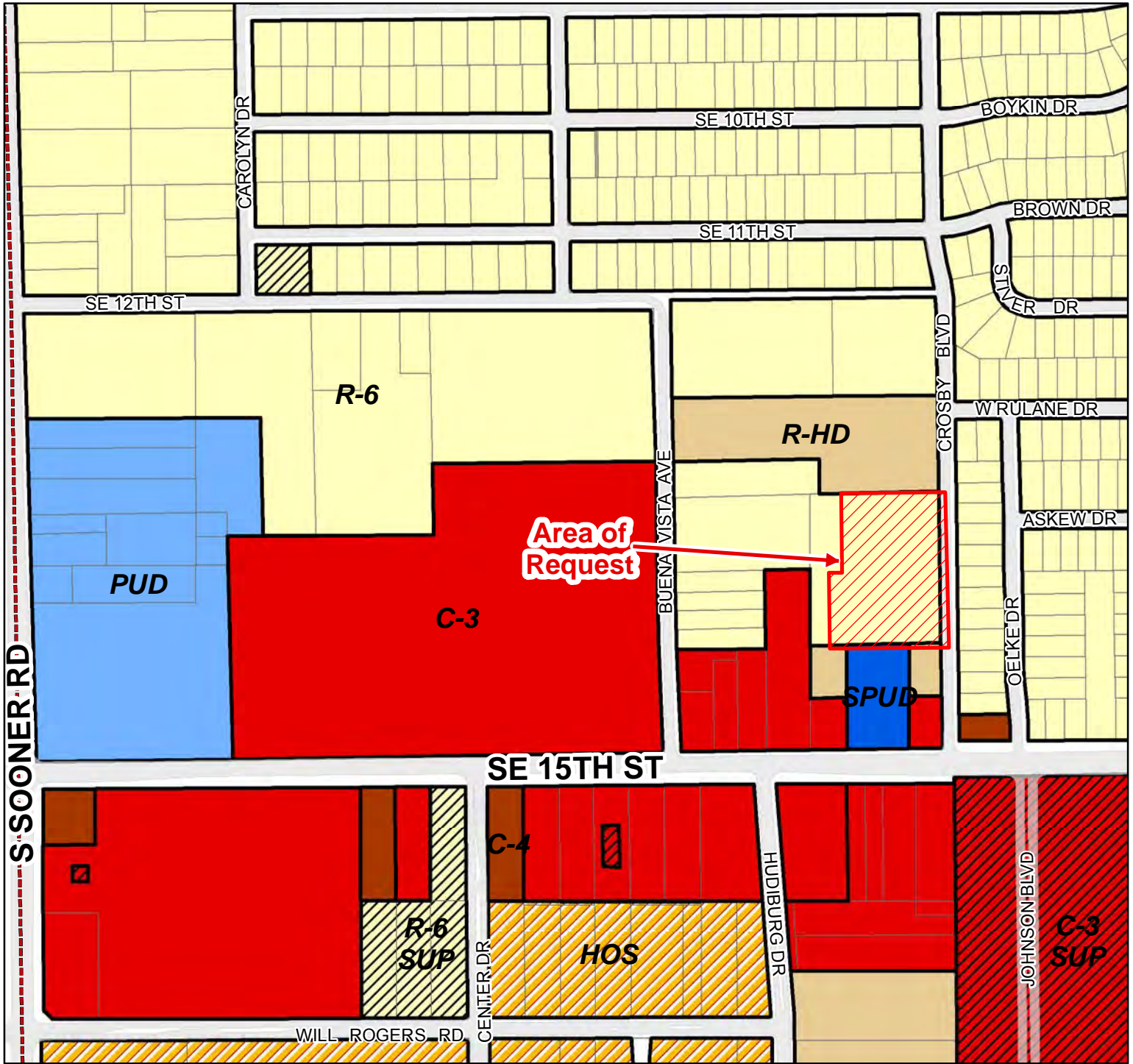
Water/Sewer Legend

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

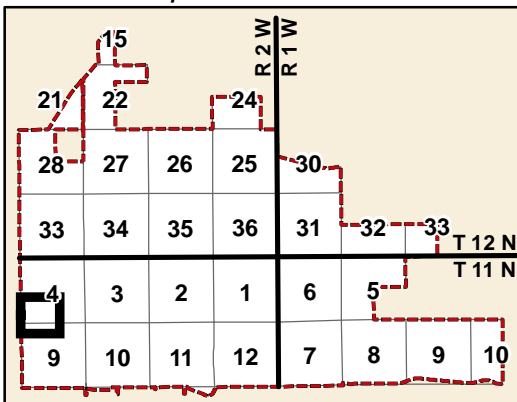
WATER/SEWER LINE LOCATION MAP FOR PC-1926 (SW/4, Sec. 4, T11N, R2W)



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Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1926
(SW/4, Sec. 4, T11N, R2W)**



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1 **PC-1926**

2 **ORDINANCE NO. _____**

3
4 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
5 **DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT AND**
6 **DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
7 **FLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
8 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 **SECTION 1.** That the zoning district of the following described property is hereby reclassified to PUD, Planned Unit Development, subject to the conditions contained in the PC-1926 file, and that the official Zoning District Map shall be amended to reflect the reclassification of the property’s zoning district as specified in this ordinance:

12 A tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W of the Indian Meridian,
13 City of Midwest City, Oklahoma County, Oklahoma, being more particularly described as
14 follows:

15 COMMENCING at the southeast corner of the said Southwest Quarter;

16 THENCE South 89°24’49” West, along the south line of said SW/4, a distance of 296
17 feet;

18 THENCE North 01°23’57” West, parallel with the east line of said SW/4, a distance of
19 330 feet to the POINT OF BEGINNING;

20 THENCE South 89°24’49” West, parallel with the south line of said SW/4, a distance of
21 41.59 feet;

22 THENCE North 00°35’11” West, parallel a distance of 214.94 feet;

23 THENCE North 89°24’49” East, parallel with the south line of said SW/4, a distance of
24 17.50 feet;

25 THENCE North 00°35’11” West, a distance of 225.02 feet;

26 THENCE North 89°24’49” East, parallel with the south line of said SW/4, a distance of
27 313.84 feet;

28 THENCE South 01°23’57” East, along said east line a distance of 440 feet;

29 THENCE South 89°24’49” West, parallel with the south line of said SW/4, a distance of
30 296 feet to the POINT OF BEGINNING;

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

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

34 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
35 on the _____ day of _____, 2017.

THE CITY OF MIDWEST CITY, OKLA-
HOMA

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

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, 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: October 24, 2017

Subject: (PC-1927) Public hearing with discussion and consideration of approval of the Sooner Rose Warren Addition Final 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, located on the northwest corner of SE 15th Street and Buena Vista Avenue, City of Midwest City, Oklahoma County, Oklahoma.

Dates of Hearing: Planning Commission – October 3, 2017
City Council – October 24, 2017

Owner/Applicant: Midwest City Hospital Authority

Proposed Use: re-development of site for commercial uses

Size:

The area of request has a frontage along SE 15th Street of approximately 450.02 feet and a depth of approximately 713.02 feet, containing an area of approximately 14.95 acres.

Zoning Districts:

Area of Request – PUD, Planned Unit Development Governed by the C-3 District

North – R6, Single Family Residential

South – C4, General Commercial and C3, Community Commercial with a Special Use Permit

East – R-6, Single Family Residential, R-HD, High Density Residential and C-3, Community Commercial

West – PUD, governed by the C-3, Community Commercial District

Municipal Code Citation:

38-19 *Final Plat*

38-18.1. *Purpose*

The purpose of a Final Plat is to ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

History:

1. This area was zoned R6, Single Family Residential and C-3, Community Commercial with the adoption of the 1986 Zoning Ordinance and Map.
2. PC- 1902 The area was rezoned to a PUD in April of 2017.
3. The Planning Commission recommended approval of this request Oct. 3, 2017.

Staff Comments:

Engineering Comments:

Water and Sanitary Sewer Systems

The installation of the public water and sanitary sewer systems is ongoing throughout the area of request. The systems shall be installed, in service, and accepted by the city prior to the issuance of any certificate of occupancy for the site. Some of the public systems are being installed by Warren Theatres, some are being installed by Sooner Investment Group. Sooner Investment Group has filed an irrevocable letter of credit with the City to ensure the installation of the systems and is a condition of the issuance of any building permit for the site. Additional public improvements will be financed through the recently approved TIFF. Ray Trail of Warren Theatres has provided staff with a letter with assurances that the water and sanitary sewer systems will be installed with the development of the Warren Theatre parcel. The letter is attached.

Streets and Sidewalks

The required street improvements for the area of request are forthcoming and shall be completed and accepted by the city prior to the issuance of any certificate of occupancy for the site. An irrevocable letter of credit is on file with the city to ensure the installation of the street and sidewalk improvements and is a condition of the issuance of any building permit for the site.

Drainage Improvements

The applicant is constructing an underground drainage system and underground detention facility to service the area of request. The systems shall be functioning and in service prior to the issuance of any certificate of occupancy for the site.

Easements and Right-of-Way

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

Plat Review

The attached final plat exhibit has survey and drafting errors represented that will need to be rectified prior to introducing the plat to city council for final approval.

Fire Marshal's Comments:

The Fire Marshal has reviewed this application for a final plat. All requirements of the 2015 edition of the International Fire Code and Chapter 15 of the Municipal Code will need to be met with each building permit.

Hydrant locations are not shown on the plat, however, they will be required within 50 feet of any FDC serving a building requiring a suppression system and emergency vehicle access will be provided.

All buildings in excess of 30,000 square feet or a building classified as an “Assembly A2” occupancy where the fire area exceeds 5,000 square feet or has an occupancy exceeding 100 persons shall have a suppression system.

Plan Comments:

The proposed Sooner Rose Warren Addition Final Plat proposes to create four (4) individual lots. The entire plat encompasses approximately 14.95 acres. The Warren Theatre is to be located on Lot 1.

Access to the property is via four (4) curb cuts along Buena Vista Ave. and one (1) new curb cuts along SE 15th Street.

As the proposed Sooner Rose Warren Addition Final Plat conforms to the Midwest City Subdivision Regulations, staff recommends approval.

Action Required: Approve or reject the Sooner Rose Warren Addition Final Plat for the property as noted herein, subject to the staff comments and recommendations as found in the October 24, 2017, agenda packet, and as noted in PC-1927 file.

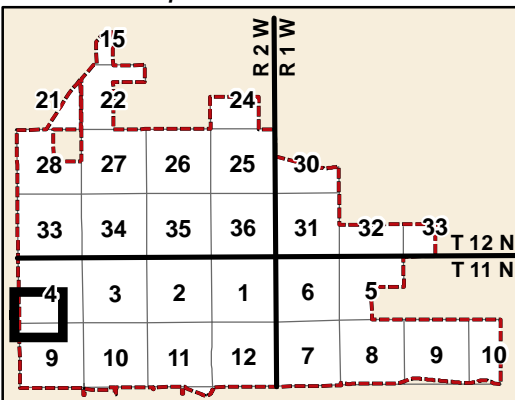


Billy Harless, AICP
Community Development Director

KG



Locator Map



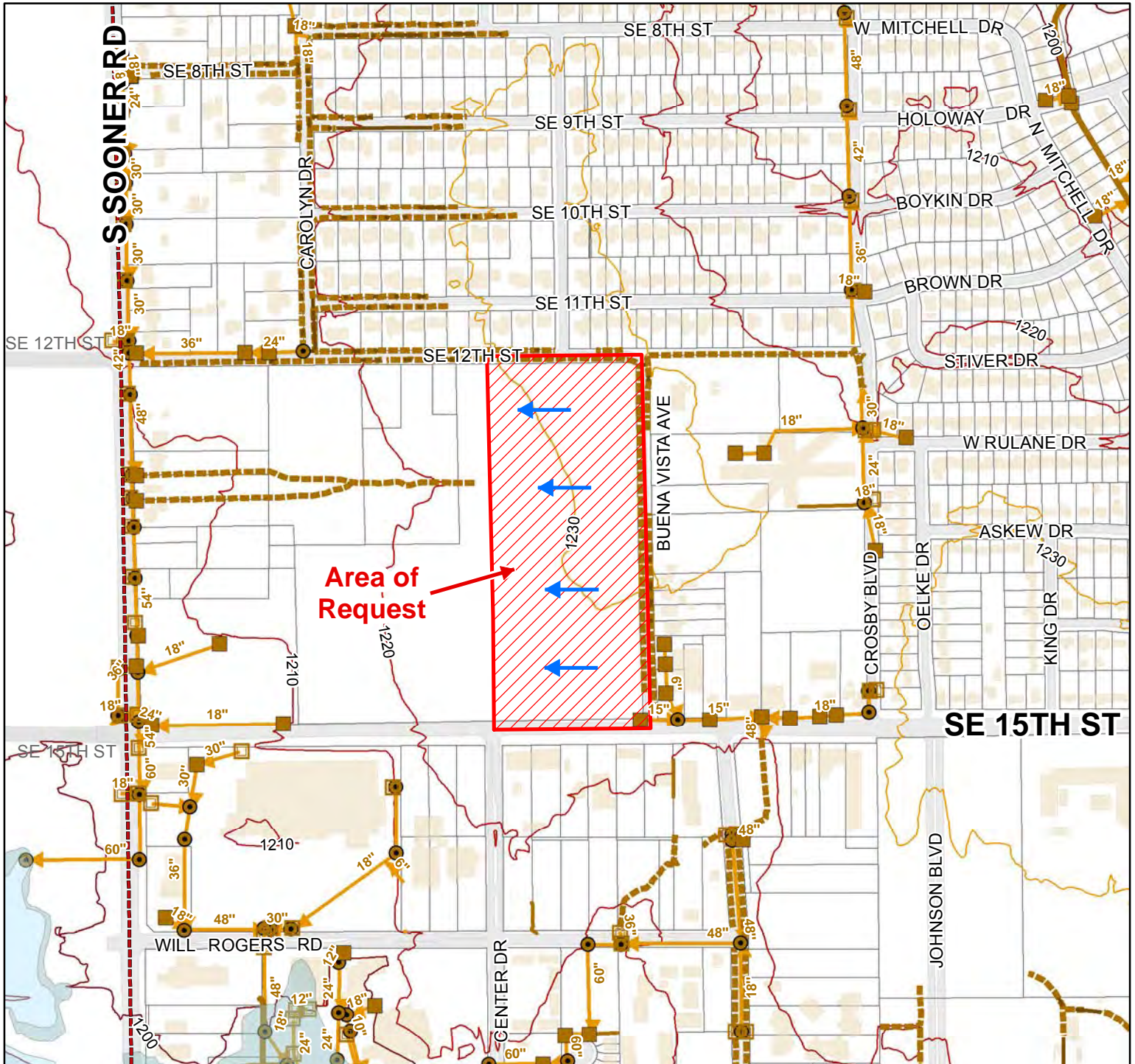
**2015 DOP (AERIAL) VIEW FOR
PC-1927
(SW/4, Sec. 4, T11N, R2W)**



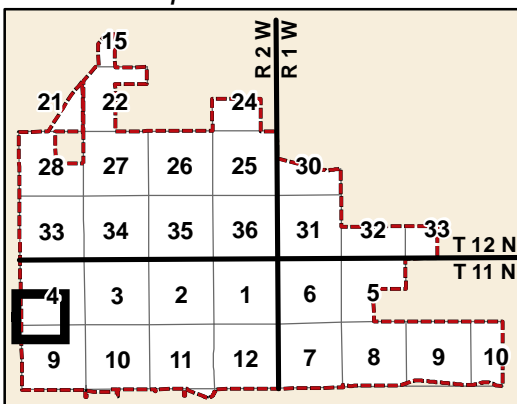
0 500 1,000 Feet

1 inch = 500 feet

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Locator Map

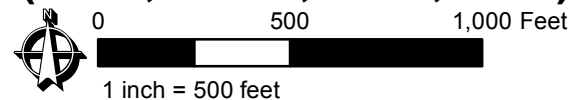


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

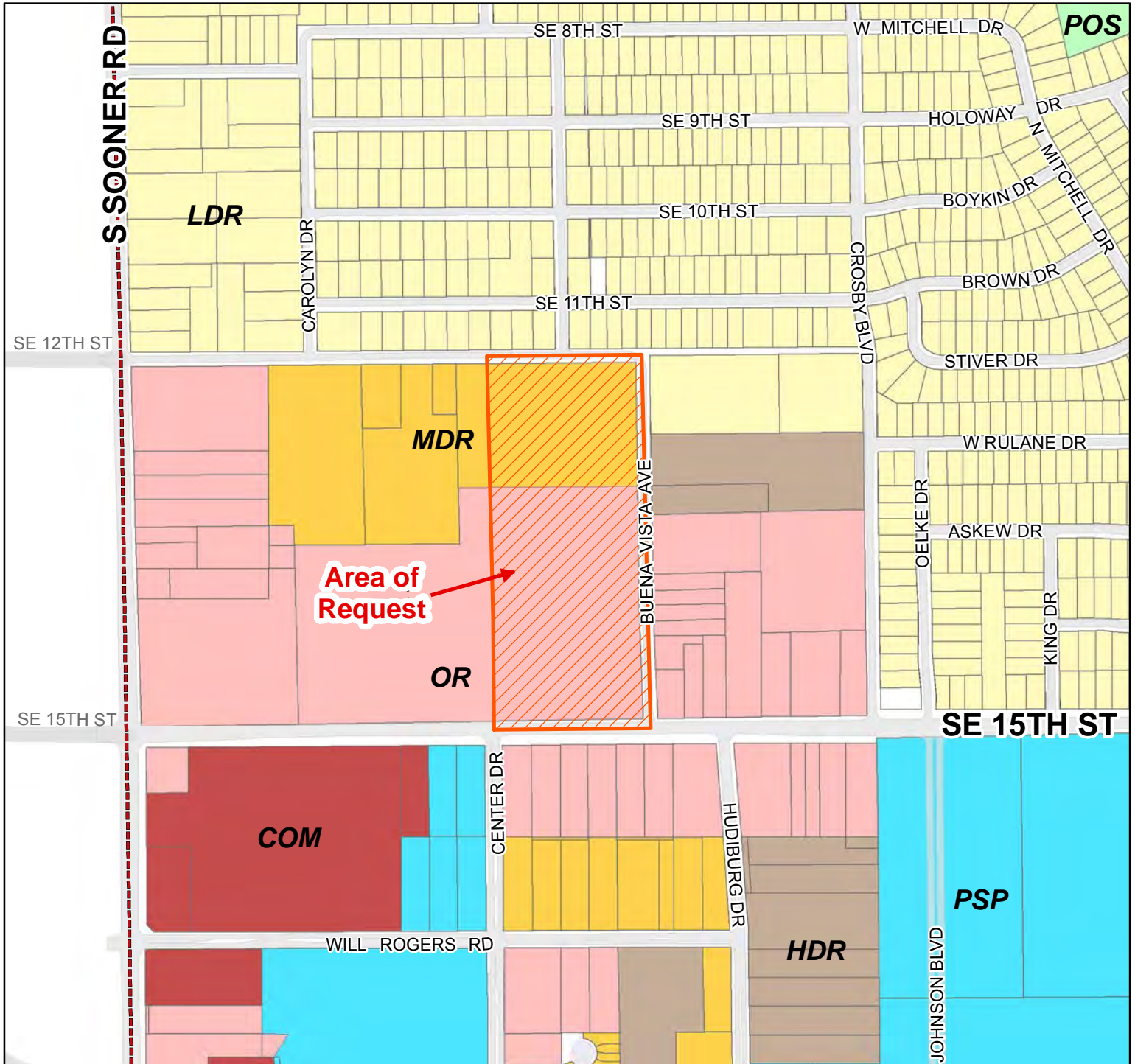
- 2009 FEMA Floodplains**
- 500-yr floodplain
 - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-1927

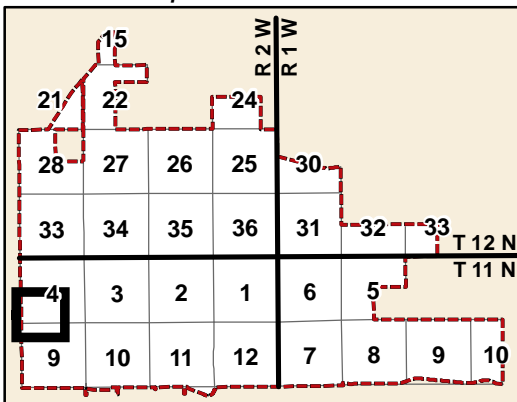
(SW/4, Sec. 4, T11N, R2W)













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Locator Map

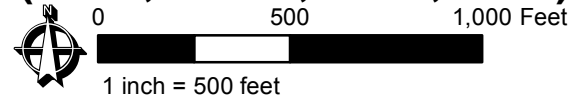


Future Land Use Legend

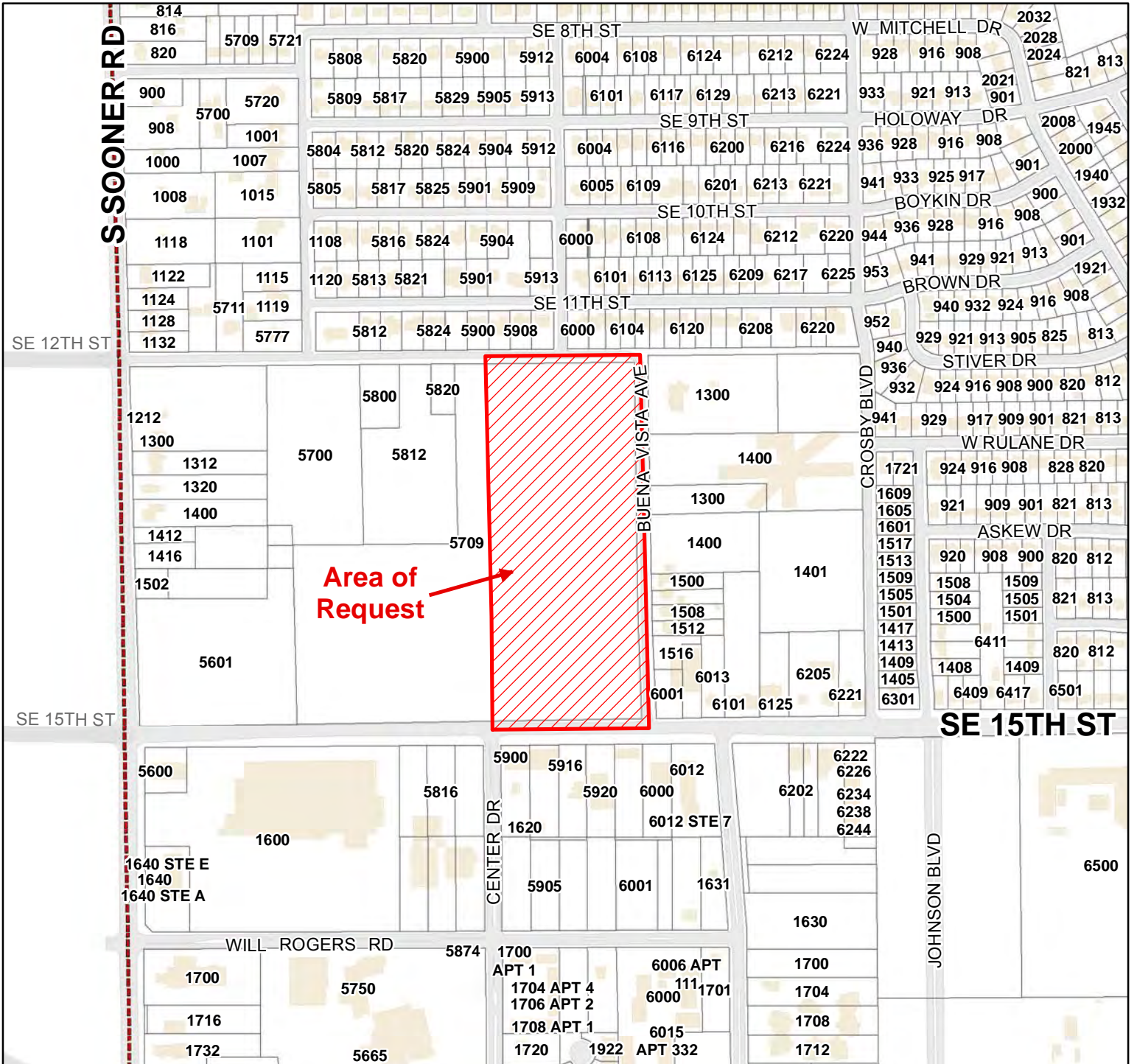
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE
MAP FOR
PC-1927**

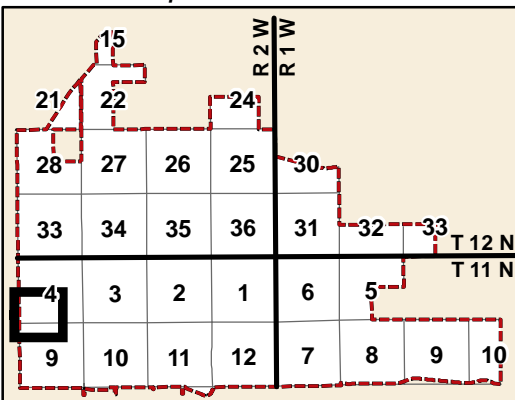
(SW/4, Sec. 4, T11N, R2W)








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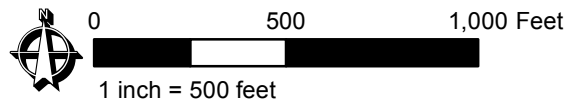
Locator Map



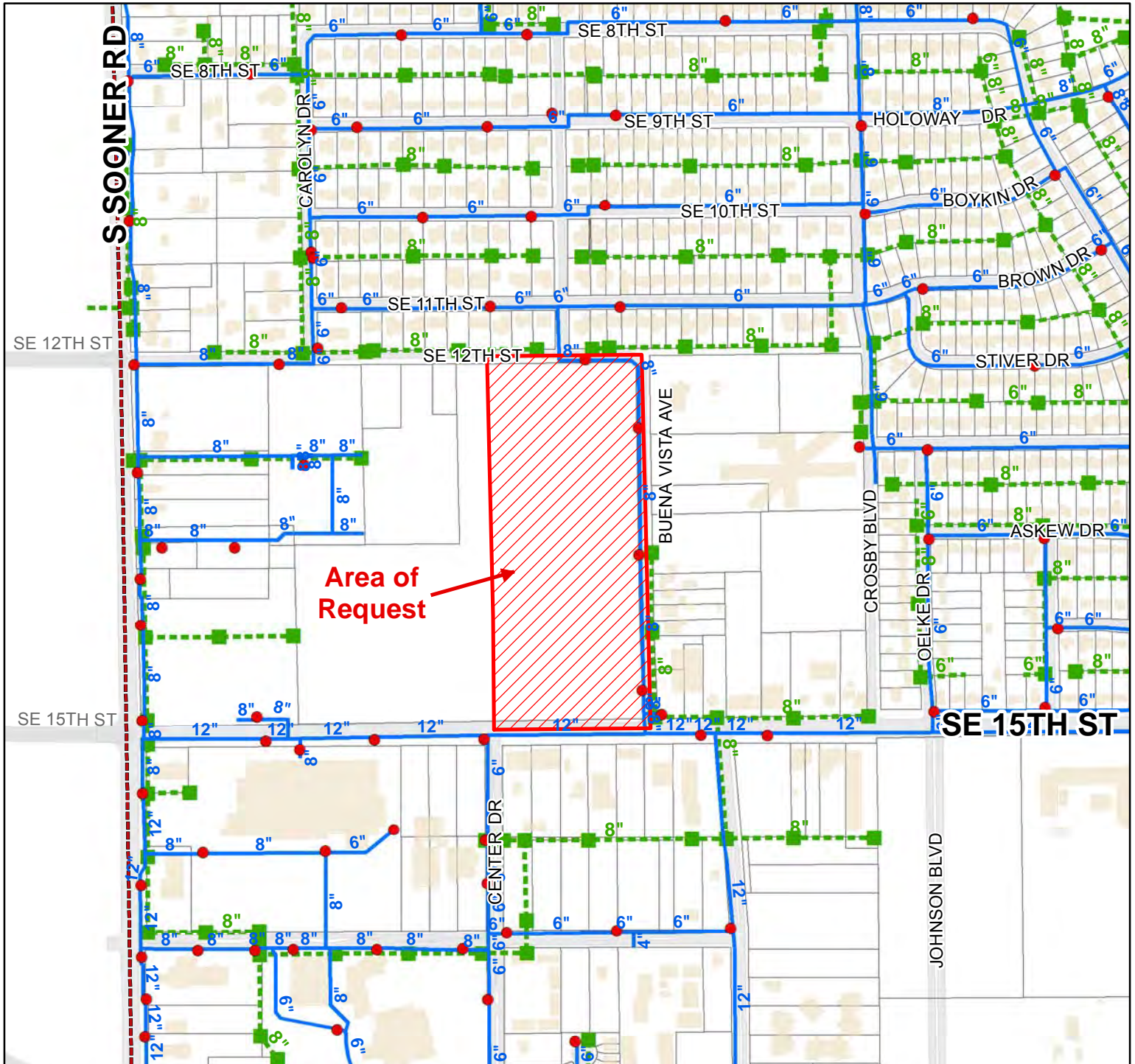
General Map Legend

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

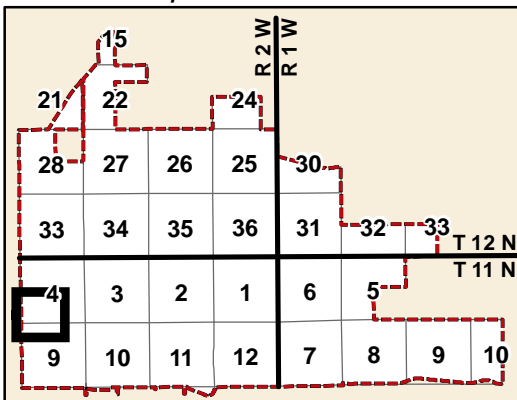
GENERAL MAP FOR
PC-1927
(SW/4, Sec. 4, T11N, R2W)



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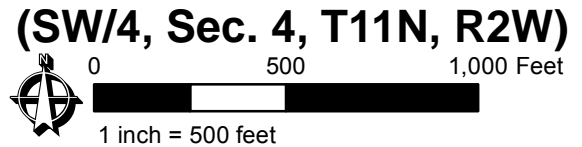
Locator Map



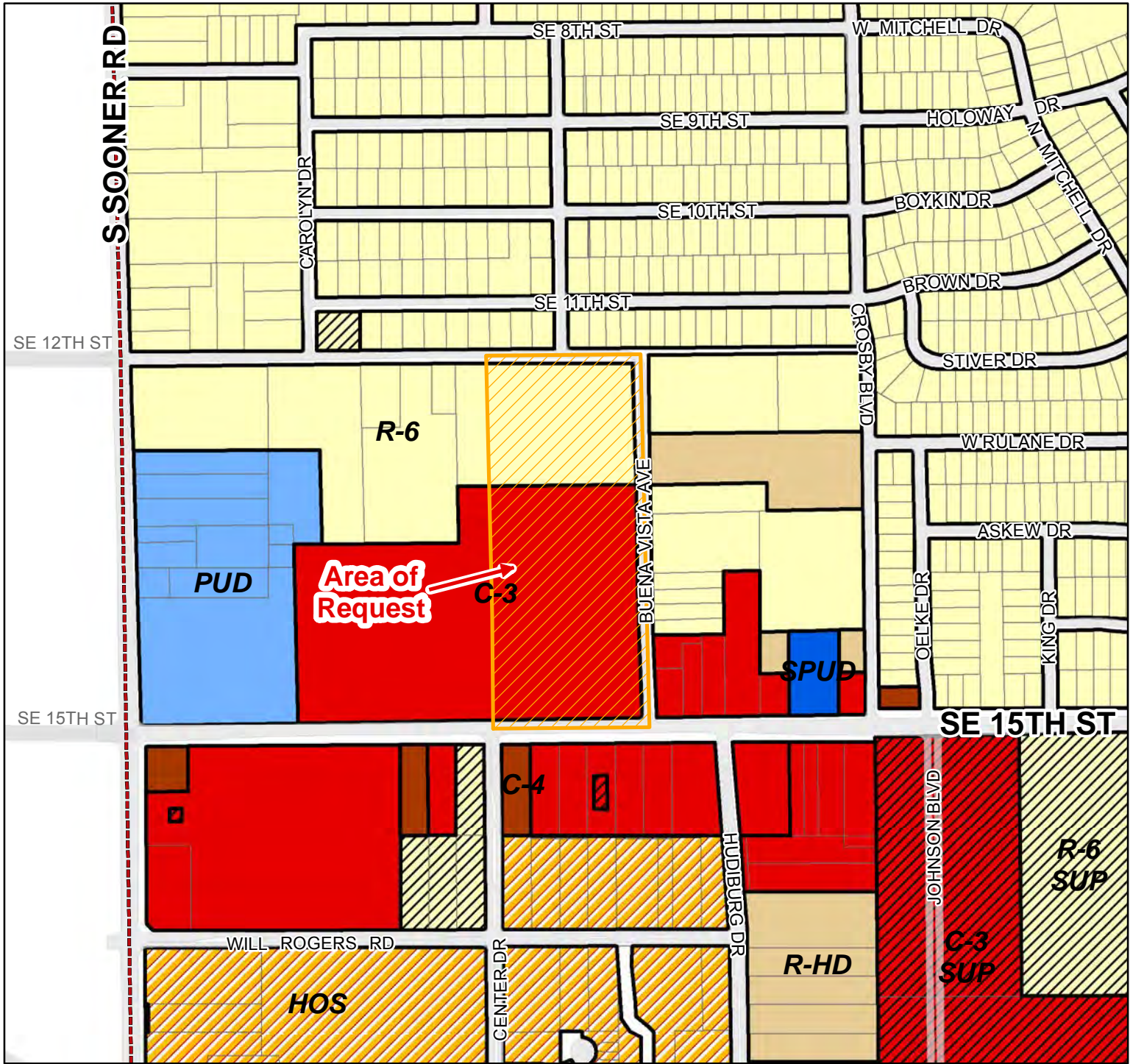
Water/Sewer Legend

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

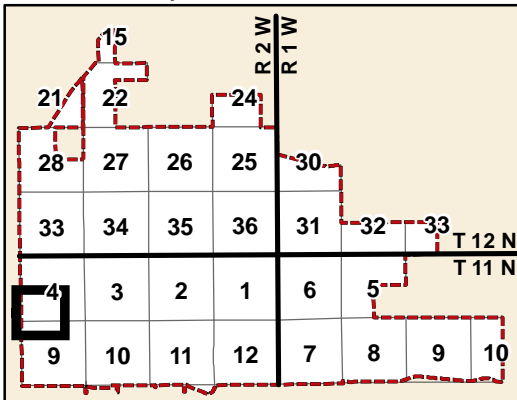
WATER/SEWER LINE LOCATION MAP FOR PC-1927 (SW/4, Sec. 4, T11N, R2W)



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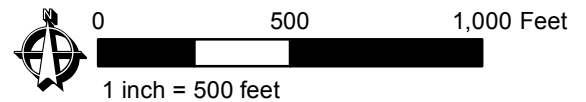
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1927
(SW/4, Sec. 4, T11N, R2W)**



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FINAL PLAT
SOONER ROSE WARREN ADDITION
 AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA
 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 4,
 TOWNSHIP 11 NORTH, RANGE 2 WEST, I.M.
 OKLAHOMA COUNTY, OKLAHOMA

PLAT 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, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the Southwest Corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the South line of said Southwest Quarter, a distance of 1,286.19 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West, perpendicular to the South line of said Southwest Quarter, a distance of 399.33 feet;

THENCE North 01°20'38" West, parallel with the West line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the South line of said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the East line of the said Southwest Quarter;

THENCE South 01°23'57" East, parallel with the East line of said Southwest Quarter, a distance of 1,320.02 feet to a point on the South line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the Southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along said South line, a distance of 553.73 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 724,111 square feet or 16.6233 acres, more or less.

COUNTY TREASURER'S CERTIFICATE

I, _____, hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 2017 and all prior years on the land shown on the annexed plat of SOONER ROSE WARREN ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed on this _____ day of _____, 2017.

 COUNTY TREASURER

LICENSED LAND SURVEYOR

I, Randall A. Mansfield, hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and the Final Plat of SOONER ROSE WARREN ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma, consisting of Two (2) sheets, represents a survey made under my supervision on the _____ day of _____, 2017, and monuments shown thereon actually exist and their positions are correctly shown, and this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, and said Final Plat complies with the requirements of Title 11 Section 41-10B of the Oklahoma State Statutes.

Dodson Thompson Mansfield, PLLC
 20 N.E. 38th Street
 Oklahoma City, OK 73105
 PHONE: 405-601-7402

 Randall A. Mansfield, Licensed Land Surveyor No. 1613
 Oklahoma Certificate of Authorization No. 6391 Expires June 30, 2018

**STATE OF OKLAHOMA s.s.
 COUNTY OF OKLAHOMA**

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2017, personally appeared Randall A. Mansfield, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____

 NOTARY PUBLIC

BONDED ABTRACTOR'S CERTIFICATE

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of SOONER ROSE WARREN ADDITION, a subdivision of a part of the Southwest Quarter of Section 4, T-11-N, R-2-W, of the I.M. to the City of Midwest City, Oklahoma County, Oklahoma appears to be vested in Midwest City Memorial Hospital Authority, an Oklahoma public trust, on this _____ day of _____, 2017, and is unencumbered by pending actions, judgements, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this _____ day of _____, 2017.

 _____, PRESIDENT

CERTIFICATE OF CITY OF MIDWEST CITY DEVELOPMENT COMMITTEE

I, _____, Chairman of the City of Midwest City, Development Committee, certify that the bonded or installed improvements comply with the approved standards and specifications on this _____ day of _____, 2017.

 DEVELOPMENT COMMITTEE CHAIRMAN

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Midwest City, Oklahoma, the dedications shown on the annexed plat of SOONER ROSE WARREN ADDITION, to the City of Midwest City, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Midwest City, Oklahoma on this this _____ day of _____, 2017.

ATTEST:

 CITY CLERK

 MAYOR

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatuered installments have been paid in full and there is no special assessment procedure now pending against the land on the annexed plat of SOONER ROSE WARREN ADDITION to the City of Midwest City, Oklahoma.

Signed by the City Clerk on this this _____ day of _____, 2017.

 CITY CLERK

**OWNER'S CERTIFICATE AND DEDICATION
 KNOW ALL MEN BY THESE PRESENTS:**

That MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust, hereby certifies that it is the owner of and the only person, corporation, firm or entity having any ownership rights, title or interest in the land shown on the annexed plat of SOONER ROSE WARREN ADDITION, a subdivision of a part of the Southwest Quarter of Section 4, T-11-N, R-2-W, of the Indian Meridian to Midwest City, Oklahoma County, Oklahoma, and has caused the said premises to be surveyed and platted into lots, blocks, streets and easements, as shown on said annexed plat, and is hereby adopted as the plat of land under the name of SOONER ROSE WARREN ADDITION, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and has caused the same to be released from all rights easement and encumbrances except as shown in the bonded abstractor's certificate. In Witness Whereof the undersigned have caused this instrument to be executed.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust

By: _____
 Mayor

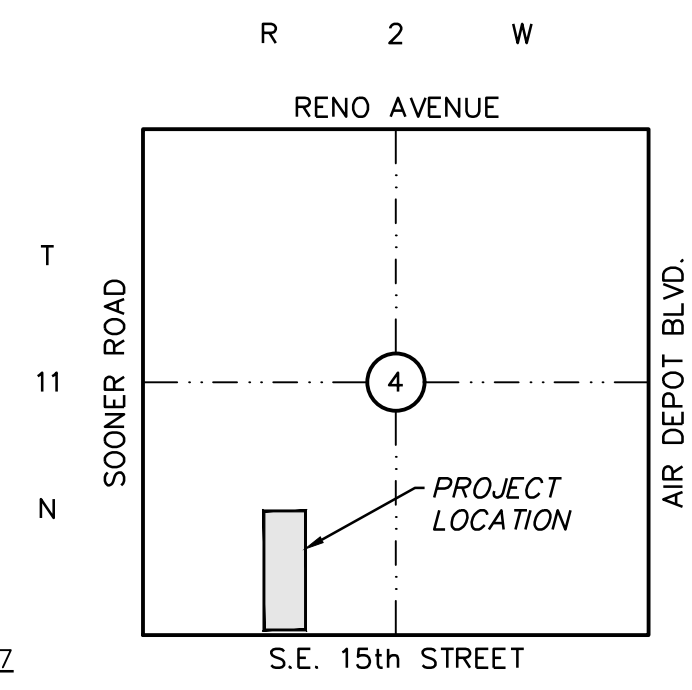
**STATE OF OKLAHOMA s.s.
 COUNTY OF OKLAHOMA**

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2017, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of for the uses and purposes therein set forth.

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

My Commission Expires: _____

 NOTARY PUBLIC



Date: September 14, 2017
 SMC CONSULTING ENGINEERS, P.C.
 815 W. Main Street
 Oklahoma City, OK 73106
 PH: (405)232-7715
 Oklahoma CA#464 Exp. 6-30-2019

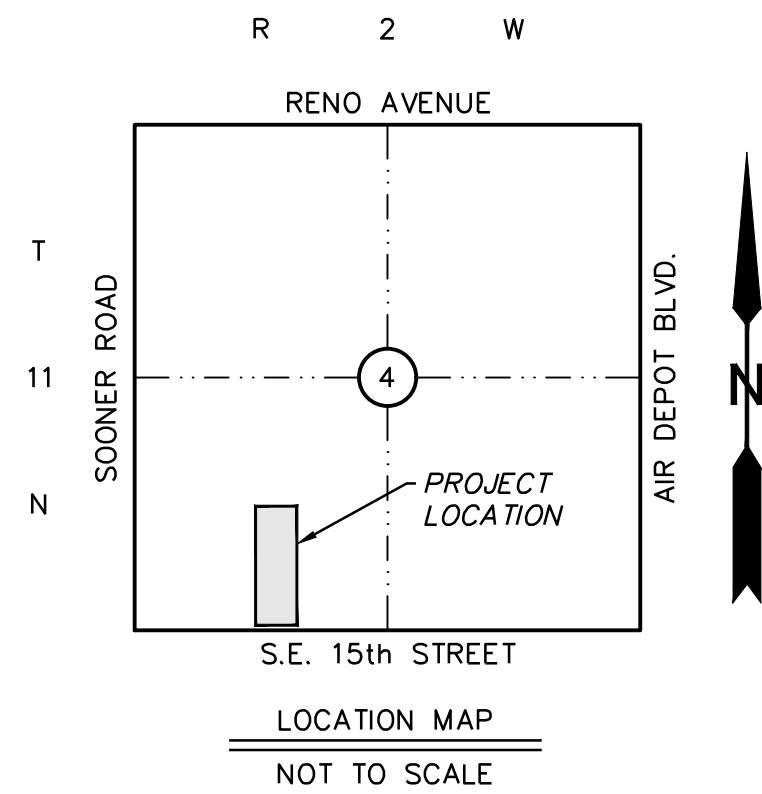
The basis of bearings for this plat is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

OWNERS NOTARY SEAL
COUNTY TREASURER'S SEAL
PROFFESIONAL SURVEYOR'S SEAL
SURVEYOR'S NOTARY'S SEAL
ABSTRACTOR'S SEAL
CITY CLERK'S SEAL

FINAL PLAT

SOONER ROSE WARREN ADDITION

AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA
BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 11 NORTH, RANGE 2 WEST, I.M.
OKLAHOMA COUNTY, OKLAHOMA



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THENCE North 00°35'11" West, perpendicular to the South line of said Southwest Quarter, a distance of 399.33 feet;

THENCE North 01°20'38" West, parallel with the West line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

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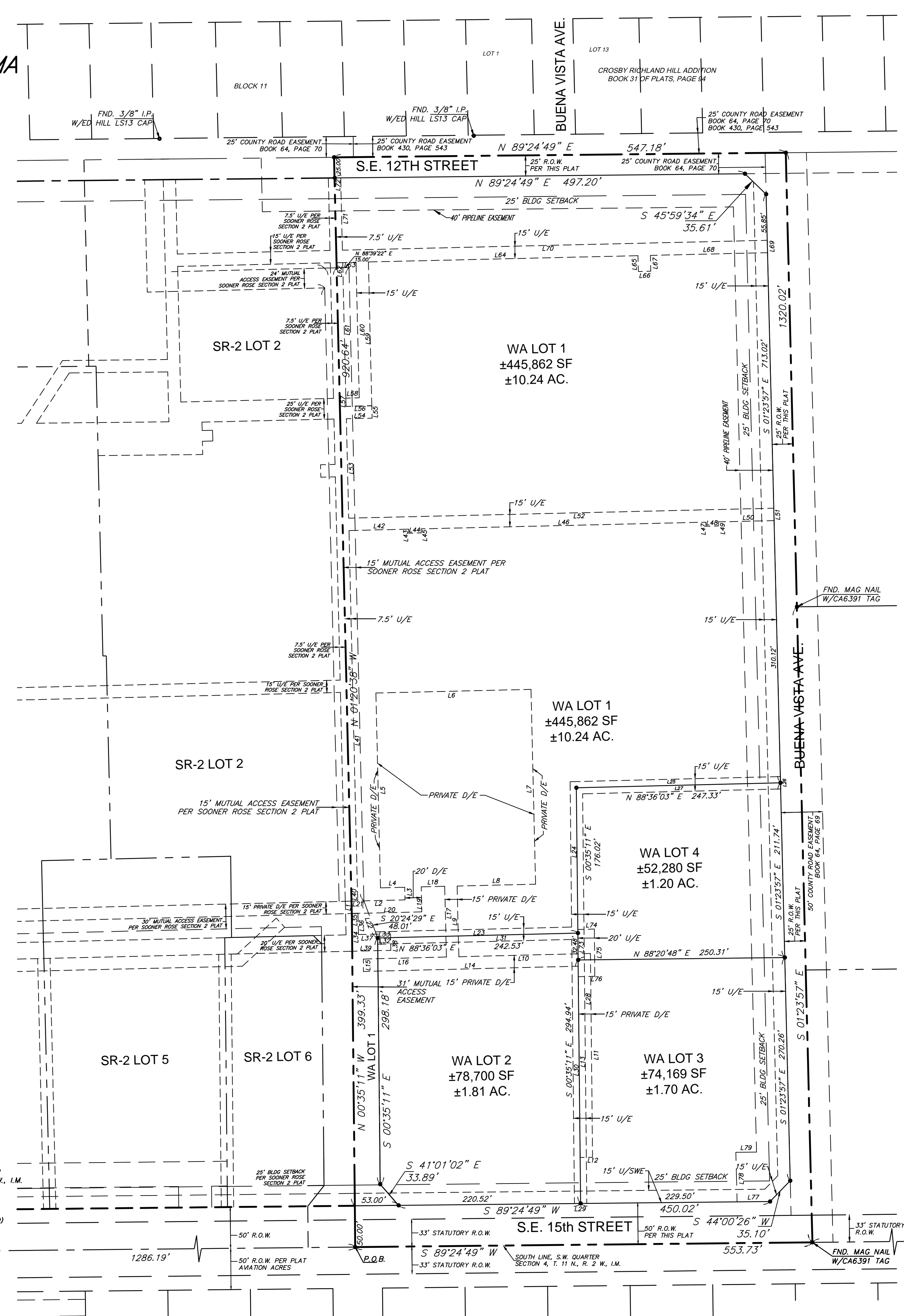
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DRAINAGE EASEMENT			UTILITY EASEMENT			UTILITY EASEMENT		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	N 01°20'38" W	15.00	L21	N 88°35'15" E	15.00	L48	S 88°39'22" W	15.00
L2	N 88°39'22" E	64.86	L22	S 20°24'29" E	40.08	L49	N 01°20'38" W	4.95
L3	N 01°23'57" W	15.29	L23	N 88°36'03" E	237.72	L50	N 88°39'22" E	67.69
L4	S 88°39'22" W	29.38	L24	N 00°35'11" W	176.02	L51	N 01°23'57" W	15.00
L5	N 01°20'38" W	235.99	L25	N 88°36'03" E	254.73	L52	S 88°39'22" W	515.05
L6	N 88°39'22" E	187.91	L26	S 01°23'57" E	15.00	L53	N 01°20'38" W	120.44
L7	S 01°23'57" E	235.99	L27	S 88°36'03" E	239.94	L54	N 88°39'22" E	31.17
L8	S 88°39'22" W	95.05	L28	S 00°35'11" E	496.05	L55	N 01°20'38" W	15.00
L9	S 01°23'57" E	85.64	L29	S 89°24'49" W	15.00	L56	S 88°39'22" W	31.17
L10	N 88°35'27" E	159.47	L30	N 00°35'11" W	318.82	L57	N 01°20'38" W	10.00
L11	S 00°35'11" E	246.82	L31	S 88°36'03" E	235.03	L58	N 88°39'22" E	16.17
L12	S 89°24'49" W	15.00	L32	N 00°35'11" W	7.50	L59	N 01°20'38" W	174.19
L13	N 00°35'11" W	231.60	L33	N 20°24'29" W	7.93	L60	N 01°20'38" W	164.19
L14	S 88°35'27" W	280.14	L34	N 00°40'42" W	45.68	L61	N 01°20'38" W	164.19
L15	N 00°35'11" W	15.00	L35	N 88°39'22" E	7.50	L62	S 88°40'02" W	7.50
L16	N 88°35'27" E	100.67	L36	S 01°20'38" E	25.67	L63	S 88°40'02" W	16.17
L17	N 01°23'57" W	85.66	L37	N 88°39'22" E	38.82	L64	N 88°40'02" E	326.59
L18	S 88°39'13" W	28.47	L38	S 01°20'38" E	20.00	L65	S 01°20'38" E	19.12
L19	S 01°23'57" E	30.29	L39	S 88°39'22" W	46.85	L66	N 88°39'24" E	15.00
L20	S 88°39'22" W	84.88	L40	N 88°39'22" E	7.50	L67	N 01°20'38" W	19.12
			L41	N 01°20'38" W	448.74	L68	N 88°40'02" E	141.99
			L42	N 88°39'22" E	72.37	L69	N 01°23'57" W	15.00
			L43	S 01°20'38" E	4.95	L70	S 88°40'02" W	514.74
			L44	N 88°39'22" E	15.00	L71	N 01°20'38" W	87.56
			L45	N 01°20'38" W	4.95	L72	S 89°24'49" W	7.50
			L46	N 88°39'22" E	345.00	L44	N 88°39'22" E	15.00
			L47	S 01°20'38" E	4.95	L45	N 01°20'38" W	4.95
						L46	N 88°36'03" E	20.00
						L47	S 00°35'11" E	57.19
						L48	N 88°36'03" W	20.00

PIPELINE EASEMENT		
Line #	Direction	Length
L77	S 89°24'49" W	40.01
L78	N 01°23'57" W	60.01
L79	N 89°24'49" E	25.00



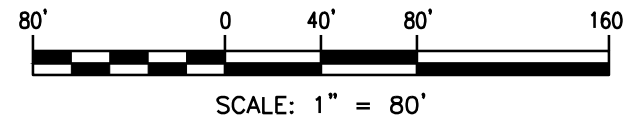
GENERAL NOTE:
EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.

MONUMENT NOTE:
⊙ = SET 1/2" IRON PIN WITH CA6391 CAP OF SET MAG NAIL WITH CA6391 TAG AT ALL PROPERTY CORNERS UNLESS OTHERWISE STATED.

LEGEND

LONA	LIMITS OF NO ACCESS
U/E	PUBLIC UTILITY EASEMENT
P/D/E	PRIVATE DRAINAGE EASEMENT
U/SWE	PUBLIC UTILITY EASEMENT & SIDEWALK EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
~ 5735 ~	STREET ADDRESS

Date: September 14, 2017
SMC CONSULTING ENGINEERS, P.C.
815 W. Main Street
Oklahoma City, OK 73106
PH: (405)232-7715
Oklahoma CA#464 Exp. 6-30-2019



S.E. CORNER, S.W. QUARTER SECTION 4, T. 11 N., R. 2 W., I.M.
FND. CRUSHED PIPE PER OCM FILED BY EDWARD R. SEATON, PLS 1353 DATED 12-13-12



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSIONU





NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSIONU





THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: October 24, 2017

RE: Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss *Archie Houston* Workers Compensation Case No. MWC15-723, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

Appropriate information will be provided during executive session.

Tim L. Lyon

Tim Lyon
Assistant City Manager



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1204
ghenson@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: October 24, 2017

RE: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3) and (c)(10), on the advice of the Municipal Counselor, to receive confidential communications from development counsel concerning the proposed refinancing terms with respect to the Town Center Shopping Center Project and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

Appropriate information will be provided in executive session.

J. GUY HENSON
City Manager



FURTHER INFORMATION





FURTHER INFORMATION



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

October 3, 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 October 3, 2017 at 7:00 p.m., with the following members present:

Commissioners present:	Stan Greil - Chairman Russell Smith – Vice Chairman Jess Huskey Dee Collins Jim Smith
Commissioner absent:	Dean Hinton Jim Campbell
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 7:01 p.m.

A. MINUTES:

1. Motion was made by Huskey, seconded by Smith, to approve the minutes of the September 5, 2017 Planning Commission meeting as presented. Voting aye: R. Smith, J. Smith and Huskey. Abstain: Greil and Collins. Nay: none. Motion carried.

B. NEW MATTERS:

1. **(PC 1921) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Residential for the property described as Lot 1, Block 4 of the Traub Addition, addressed as 702 Foster Place.**

Staff presented a brief overview of this item. The applicant, David Unklesbay of 702 Foster Pl. was present. There was general discussion about this item. Mr. Unklesbay noted that there are currently

two hot water tanks, one for each dwelling unit. A motion was made by R. Smith, seconded by Collins, to recommend approval of this item subject to all staff comments. Voting aye: R. Smith, J. Smith, Collins, Huskey and Greil. Nay: None. Motion carried.

2 (PC-1922) Public hearing with discussion and consideration of approval of an ordinance to redistrict from C-3, Community Commercial, to SPUD, Simplified Planned Unit Development, governed by the C-3, Community Commercial District for the property described as Block 4 of the Kuhlman Addition, addressed as 6825 SE 29th Street.

Staff presented a brief overview of this item. The applicants representative, Mark Grubbs of 1819 S. Morgan Rd., was present. There was general discussion about this item. Kenny Bell of 6204 SE 10th St. was present and wanted to make sure that the site was properly cleaned up as it was a gas station. The City Engineer confirmed that proper DEQ permits would be required. A motion was made by Collins, seconded by J. Smith, to recommend approval of this item subject to all staff comments. Voting aye: R. Smith, J. Smith, Collins, Huskey and Greil. Nay: None. Motion carried.

3 (PC-1923) Public hearing with discussion and consideration of approval of an ordinance redistricting from Planned Unit Development (PUD) governed by the Medium Density Residential District to a Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential District and a resolution to amend the Comprehensive Plan from MDR, Medium Density Residential to LDR, Low Density Residential for the property described as a part of the NE/4 of Section 1, T-11-N, R-2-W, located on the west side of Meade Drive.

Staff presented a brief overview of this item. The applicant, Fred Quinn of 9012 N. Timberview was present. Jerry Hall of 9708 River Birch and Shirley Ferguson of 1315 Catalpa were present to speak in protest of the item. They were concerned because the Forest Creek Addition HOA owns the common areas within the development and were concerned that development would occur in the common areas. Staff explained that the common areas were remaining as they were platted. Mr. Quinn also stated that he was meticulous about not changing the platted common areas or streets. Judy Amico of 1314 Catalpa protested to a house being built next door to her house. Barbara Catillo of 9780 River Birch was concerned about the increase in traffic that this development will bring. Debra Crow of 9808 River Birch was concerned that the development would alter the quiet character of the neighborhood currently. Ms. Crow also stated she felt the neighbors were at a disadvantage as Mr. Quinn had relationships with the Commissioners. Chairman Greil assured Ms. Crow that each case is voted on according to code and politics do not play a part in the vote. A motion was made by R. Smith, seconded by Collins, to recommend approval of this item subject to all staff comments. Voting aye: R. Smith, J. Smith, Collins, Huskey and Greil. Nay: None. Motion carried.

4 (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.

Staff presented a brief overview of this item. A motion was made by Huskey, seconded by Collins, to table this item until the November 7, 2017 Planning Commission meeting. Voting aye: R. Smith, J. Smith, Collins, Huskey and Greil. Nay: None. Motion carried.

5 (PC-1925) Public hearing with discussion and consideration of approval of a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to OR, Office/Retail and an ordinance to redistrict from R-6, Single Family Detached Residential, C-3, Community Commercial and R-HD, High Density Residential to Planned Unit Development (PUD) governed by the C-3, Community Commercial District 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, Chris Challis (Sooner Investment) of 2301 W. I-44 Service Road, OKC, was present. There was general discussion about the item. Kenny Bell of 6204 SE 10th Street was present and asked if apartments would be built in this location. Chairman Greil confirmed with staff that the proposed zoning was commercial, not residential. Mr. Bell was also concerned about traffic on Crosby. The Community Development Director stated that traffic calming devices may be looked into. The applicant stated that they have met with the Ranchett's Neighborhood Association twice and have tried to work towards a solution to relieve some of the traffic on Crosby. The applicant proposes a right turn only exit from the development onto Crosby. Gary Fusselman of 940 Brown Dr. was present. Mr. Fusselman submitted the protest to this item and asked that the zoning not be approved. Milton Halison of 6225 SE 11th asked if this development will raise his taxes. Chairman Greil explained that the city does not assess tax values on property. Jerry Maynard of 5900 SE 11th St. was present and voiced concerns about the increase of traffic on Crosby. Mr. Maynard suggested that the exit on Crosby be for trucks only. Commissioner J. Smith also voiced concerns about the impact of the development on traffic on Crosby and Rulane. A motion was made by Huskey, seconded by R. Smith, to recommend approval of this item subject to all staff comments and that traffic concerns of the neighbors be addressed. Voting aye: R. Smith, Collins, Huskey and Greil. Nay: J. Smith. Motion carried.

6 (PC-1926) Public hearing with discussion and consideration of approval of an ordinance to redistrict from R-6, Single Family Detached Residential to Planned Unit Development (PUD) governed by the C-3, Community Commercial District, 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, Chris Challis (Sooner Investment) of 2301 W. I-44 Service Road, OKC, was present. Gary Fusselman of 940 Brown Dr. was present. Mr. Fussleman submitted the protest to this item and asked that the zoning not be approved. A motion was made by Collins, seconded by R. Smith, to recommend approval of this item subject to all staff comments. Voting aye: R. Smith, Collins, Huskey and Greil. Nay: J. Smith. Motion carried.

7 (PC-1927) Public hearing with discussion and consideration of approval of the Sooner Rose Warren Addition Final 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, located on the NW/C of SE 15th Street and Buena Vista Avenue, City of Midwest City, Oklahoma County, Oklahoma.

Staff presented a brief overview of this item. The applicant, Guy Henson, Administrator for the Midwest City Hospital Authority Trust, 100 N. Midwest Blvd., was present. Jeanette Allen of 5908 SE 11th Street was present. Ms. Allen wanted to confirm that the Warren Theatre was being built at this location. Staff confirmed that. Ms. Allen is concerned about the curve where SE 12th meets Buena Vista as cars speed around the corner. The City Engineer confirmed that the curve is an issue and that staff is working to make it safer. Kenny Bell of 6204 SE 10th Street confirmed that Ms. Allen stated about the traffic on the curve. A motion was made by R. Smith, seconded by Huskey to recommend approval of the item. Voting aye: R. Smith, J. Smith, Collins, Huskey 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 R. Smith, seconded by Huskey. Voting aye: R. Smith, J. Smith, Collins, Huskey and Greil. Nay: None. Motion carried.

The meeting adjourned at 8:35 p.m.

Stan Greil, Chairman
(KG)



MUNICIPAL AUTHORITY
AGENDA

MIDWEST CITY, OK



EST 1942



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

October 24, 2017 - 7:01 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 10, 2017 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 September 30, 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).

Midwest City Municipal Authority Staff Briefing Minutes

October 10, 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 6:27 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 October 10, 2017.

The Trustees had no questions or comments for the Staff.

Chairman Dukes closed the meeting at 6:27 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

A notice for regular meetings 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).

Midwest City Municipal Authority Minutes

October 10, 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 7:13 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.

Consent Agenda. Dawkins made a motion to approve the consent agenda, as submitted, seconded by Eads. 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 September 26, 2017 as submitted.
2. Discussion and consideration of restricting public vehicular access to Morris Drive from October 11, 2017 to January 12, 2018 only that associated with Holiday Lights Spectacular.

New Business/Public Discussion.

There was no new business or public discussion.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 7:14 PM.

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: October 24, 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 September 30, 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
Revenue												
Budgeted (MTD)	345,872	508,778	430,804									
Actual (MTD)	324,600	469,661	409,957									
Budgeted (YTD)	372,126	854,650	1,285,454									
Actual (YTD)	324,600	794,261	1,204,218									
Expenses												
Budgeted (MTD)	345,872	474,833	419,305									
Actual (MTD)	398,222	466,528	391,915									
Budgeted (YTD)	345,126	846,959	1,266,264									
Actual (YTD)	398,222	864,750	1,256,665									
Revenue vs. Expenses												
Budgeted (MTD)	(26,254)	33,945	11,499									
Actual (MTD)	(73,622)	3,133	18,042									
Budgeted (YTD)	(26,254)	7,691	19,190									
Actual (YTD)	(73,622)	(70,489)	(52,447)									
Key Indicators												
Hotel Room Revenue	221,752	230,732	200,140									
Food and Banquet Revenue	92,293	208,368	176,594									

Fiscal Year 2016-2017	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
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
Expenses												
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
Revenue vs. Expenses												
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

October 24, 2017 - 7:02 PM

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

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 10, 2017 as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of approving the Third Amendment to the Sooner Rose Phase II – Theatre Development Financing Assistance Agreement with MWC Warren Theatre, Inc. (Economic Development - R. Coleman)
3. 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).

Midwest City Memorial Hospital Authority Staff Briefing Minutes

October 10, 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 6:27 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, 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 October 10, 2017.

The Trustees had no questions or comments about the agenda items.

Chairman Dukes closed the meeting at 6:27 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Midwest City Memorial Hospital Authority Minutes

October 10, 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 7:14 PM 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.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of September 26, 2017 as submitted.** Dawkins made a motion to accept the minutes, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was needed.

New Business/Public Discussion.

There was no new business or public discussion.

Chairman Dukes recessed the meeting at 7:15 PM and the Trustees returned to the meeting at 10:58 PM.

Executive Session.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City.** Reed made a motion to go into executive session, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried. The Trustees went into executive session at 10:58 PM and returned to open session at 11:05 PM. No action was taken.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 11:05 PM.

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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Robert Coleman / Director of Economic Development

Date: October 24, 2017

Subject: Discussion and consideration of approving the Third Amendment to the Sooner Rose Phase II – Theatre Development Financing Assistance Agreement with MWC Warren Theatre, Inc.

Construction documents are nearing approval and a building permit for the Midwest City Warren Theater will soon be available. Warren Theatres last Thursday accepted bids from general contractors interested in the project and a contract award should come in early November. Once these tasks are done, Warren would like to move forward to close on all of the property *except* Lot 3. Warren is awaiting an Oklahoma Corporation Commission Certificate of Closure for Lot 3, which should occur sometime in December.

The Second Amendment to the original Sooner Rose Phase II - Theatre Development Agreement (Executed September 26, 2017) called for a closing date no later than November 1, 2017. Approving this amendment extends the Closing Date to on or before Friday, January 5, 2018.

Staff recommends approval.

Please contact my office at (405) 739-1218 with any question.

ROBERT COLEMAN
Director of Economic Development

Attachments: Sooner Rose Warren Theatre Addition
Proposed 3rd Amendment to Development Finance Assistance Agreement

STATE OF OKLAHOMA

SOONER ROSE PHASE II – THEATRE
THIRD AMENDMENT TO DEVELOPMENT
FINANCING ASSISTANCE AGREEMENT

COUNTY OF OKLAHOMA

THIS SOONER ROSE PHASE II – THEATRE THIRD AMENDMENT TO DEVELOPMENT FINANCING ASSISTANCE AGREEMENT (this “Third Amendment”) is entered into as of the 24th day of October, 2017 (the “Effective Date”), by and between the Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”), and MWC Warren Theatre, Inc., a Kansas corporation (“Warren”).

RECITALS

WHEREAS, the Authority, City and Warren entered into that certain Sooner Rose II – Theatre Development Financing Assistance Agreement, dated April 24, 2017 (the “Original Theatre DFAA”), as amended by the Sooner Rose Phase II - Theatre First Amendment to Development Financing Assistance Agreement, dated July 25, 2017 and the Second Amendment to the Development Financing Assistance Agreement dated September 26, 2017 (collectively, the “Theatre DFAA”), all associated with the redevelopment and gentrification of an approximate 16.6-acre parcel of property located in the northwest quadrant of the intersection of Southeast 15th Street and Buena Vista Avenue, defined as the “Theatre Property” in the Original Theatre DFAA; and

WHEREAS, the Authority and Warren desire to amend the Theatre DFAA as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are hereby incorporated by reference.
2. **Definitions.** Capitalized terms used in this Third Amendment shall have the same meaning as provided in the Theatre DFAA unless otherwise expressly provided in this Third Amendment.
3. **Closing Date.** The “Closing Date” as provided in Section 5.4 of the Original Theatre DFAA shall be amended to be on or before January 5, 2018.
4. **No Further Amendments.** Except as otherwise provided herein, the Theatre DFAA shall remain in full force and effect.

[REAMINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Approved and agreed to by the Authority on the Effective Date.

ATTEST:

**MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY**, a public trust

Secretary

_____, Chairman

Approved as to form and legality on the Effective Date.

Attorney for the Authority

Approved and agreed to by Warren on the Effective Date.

MWC WARREN THEATRE, INC., a Kansas corporation

William J. Warren, President

FINAL PLAT
SOONER ROSE WARREN ADDITION
 AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA
 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 4,
 TOWNSHIP 11 NORTH, RANGE 2 WEST, I.M.
 OKLAHOMA COUNTY, OKLAHOMA

PLAT 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, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the Southwest Corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the South line of said Southwest Quarter, a distance of 1,286.19 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West, perpendicular to the South line of said Southwest Quarter, a distance of 399.33 feet;

THENCE North 01°20'38" West, parallel with the West line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the South line of said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the East line of the said Southwest Quarter;

THENCE South 01°23'57" East, parallel with the East line of said Southwest Quarter, a distance of 1,320.02 feet to a point on the South line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the Southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along said South line, a distance of 553.73 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 724,111 square feet or 16.6233 acres, more or less.

COUNTY TREASURER'S CERTIFICATE

I, _____, hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 2017 and all prior years on the land shown on the annexed plat of SOONER ROSE WARREN ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed on this _____ day of _____, 2017.

 COUNTY TREASURER

LICENSED LAND SURVEYOR

I, Randall A. Mansfield, hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and the Final Plat of SOONER ROSE WARREN ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma, consisting of Two (2) sheets, represents a survey made under my supervision on the _____ day of _____, 2017, and monuments shown thereon actually exist and their positions are correctly shown, and this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, and said Final Plat complies with the requirements of Title 11 Section 41-10B of the Oklahoma State Statutes.

Dodson Thompson Mansfield, PLLC
 20 N.E. 38th Street
 Oklahoma City, OK 73105
 PHONE: 405-601-7402

 Randall A. Mansfield, Licensed Land Surveyor No. 1613
 Oklahoma Certificate of Authorization No. 6391 Expires June 30, 2018

**STATE OF OKLAHOMA s.s.
 COUNTY OF OKLAHOMA**

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2017, personally appeared Randall A. Mansfield, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____

 NOTARY PUBLIC

BONDED ABTRACTOR'S CERTIFICATE

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of SOONER ROSE WARREN ADDITION, a subdivision of a part of the Southwest Quarter of Section 4, T-11-N, R-2-W, of the I.M. to the City of Midwest City, Oklahoma County, Oklahoma appears to be vested in Midwest City Memorial Hospital Authority, an Oklahoma public trust, on this _____ day of _____, 2017, and is unencumbered by pending actions, judgements, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this _____ day of _____, 2017.

 _____, PRESIDENT

CERTIFICATE OF CITY OF MIDWEST CITY DEVELOPMENT COMMITTEE

I, _____, Chairman of the City of Midwest City, Development Committee, certify that the bonded or installed improvements comply with the approved standards and specifications on this _____ day of _____, 2017.

 DEVELOPMENT COMMITTEE CHAIRMAN

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Midwest City, Oklahoma, the dedications shown on the annexed plat of SOONER ROSE WARREN ADDITION, to the City of Midwest City, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Midwest City, Oklahoma on this this _____ day of _____, 2017.

ATTEST:

 CITY CLERK

 MAYOR

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatuered installments have been paid in full and there is no special assessment procedure now pending against the land on the annexed plat of SOONER ROSE WARREN ADDITION to the City of Midwest City, Oklahoma.

Signed by the City Clerk on this this _____ day of _____, 2017.

 CITY CLERK

**OWNER'S CERTIFICATE AND DEDICATION
 KNOW ALL MEN BY THESE PRESENTS:**

That MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust, hereby certifies that it is the owner of and the only person, corporation, firm or entity having any ownership rights, title or interest in the land shown on the annexed plat of SOONER ROSE WARREN ADDITION, a subdivision of a part of the Southwest Quarter of Section 4, T-11-N, R-2-W, of the Indian Meridian to Midwest City, Oklahoma County, Oklahoma, and has caused the said premises to be surveyed and platted into lots, blocks, streets and easements, as shown on said annexed plat, and is hereby adopted as the plat of land under the name of SOONER ROSE WARREN ADDITION, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and has caused the same to be released from all rights easement and encumbrances except as shown in the bonded abstractor's certificate. In Witness Whereof the undersigned have caused this instrument to be executed.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, an Oklahoma public trust

By: _____
 Mayor

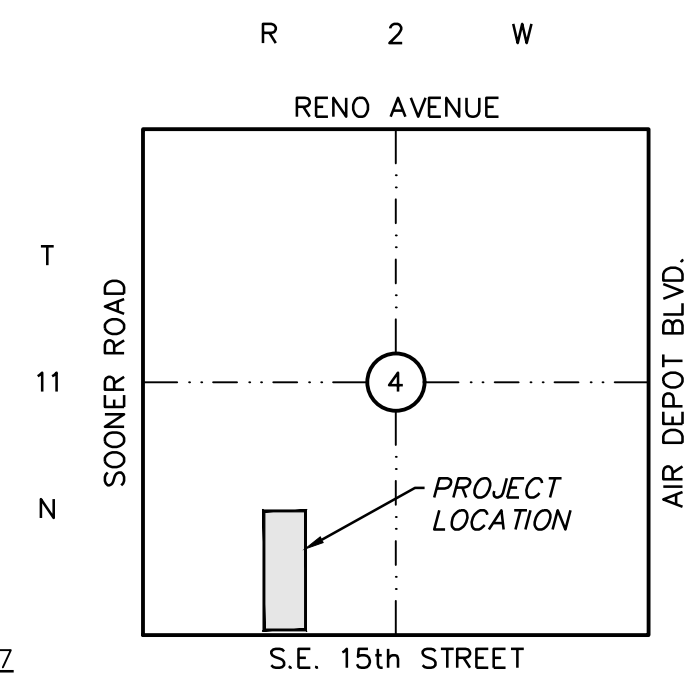
**STATE OF OKLAHOMA s.s.
 COUNTY OF OKLAHOMA**

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2017, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of for the uses and purposes therein set forth.

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

My Commission Expires: _____

 NOTARY PUBLIC



LOCATION MAP
 NOT TO SCALE

Date: September 14, 2017
 SMC CONSULTING ENGINEERS, P.C.
 815 W. Main Street
 Oklahoma City, OK 73106
 PH: (405)232-7715
 Oklahoma CA#464 Exp. 6-30-2019

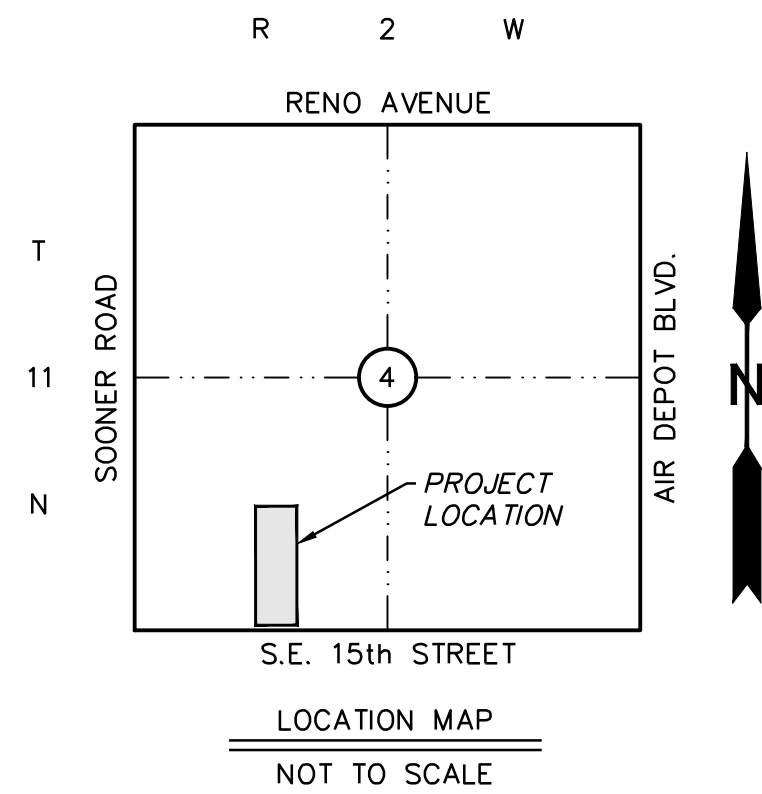
The basis of bearings for this plat is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

OWNERS NOTARY SEAL
COUNTY TREASURER'S SEAL
PROFFESIONAL SURVEYOR'S SEAL
SURVEYOR'S NOTARY'S SEAL
ABSTRACTOR'S SEAL
CITY CLERK'S SEAL

FINAL PLAT

SOONER ROSE WARREN ADDITION

AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA
BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 11 NORTH, RANGE 2 WEST, I.M.
OKLAHOMA COUNTY, OKLAHOMA



PLAT DESCRIPTION:

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THENCE North 00°35'11" West, perpendicular to the South line of said Southwest Quarter, a distance of 399.33 feet;

THENCE North 01°20'38" West, parallel with the West line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the South line of said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the East line of the said Southwest Quarter;

THENCE South 01°23'57" East, parallel with the East line of said Southwest Quarter, a distance of 1,320.02 feet to a point on the South line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the Southeast corner of said Southwest Quarter;

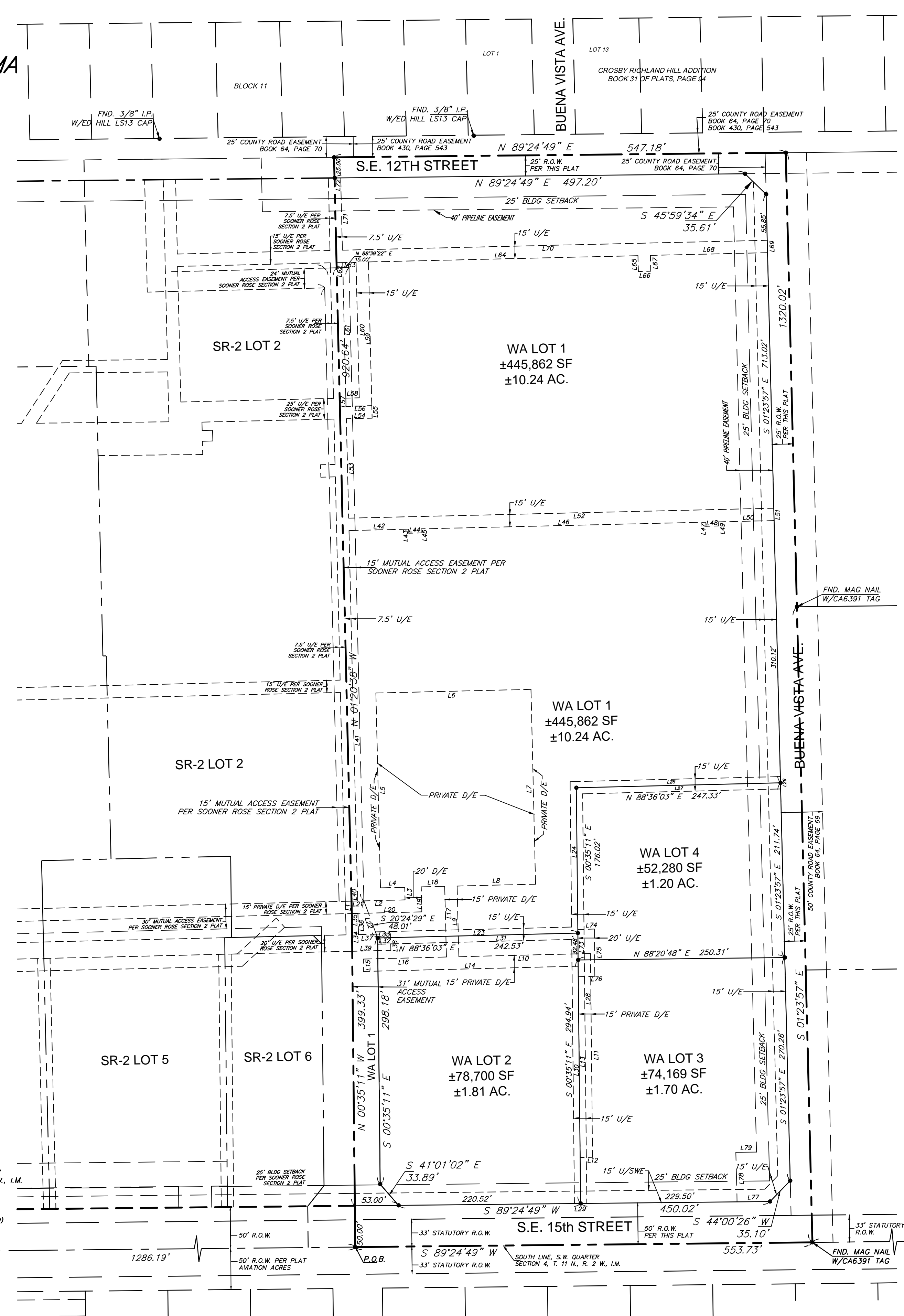
THENCE South 89°24'49" West, along said South line, a distance of 553.73 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 724,111 square feet or 16.6233 acres, more or less.

The basis of bearings for this plat is the Oklahoma State Plane Coordinate System (South Zone) using South 89°24'49" West as the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian.

DRAINAGE EASEMENT			UTILITY EASEMENT			UTILITY EASEMENT		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	N 01°20'38" W	15.00	L21	N 88°35'15" E	15.00	L48	S 88°39'22" W	15.00
L2	N 88°39'22" E	64.86	L22	S 20°24'29" E	40.08	L49	N 01°20'38" W	4.95
L3	N 01°23'57" W	15.29	L23	N 88°36'03" E	237.72	L50	N 88°39'22" E	67.69
L4	S 88°39'22" W	29.38	L24	N 00°35'11" W	176.02	L51	N 01°23'57" W	15.00
L5	N 01°20'38" W	235.99	L25	N 88°36'03" E	254.73	L52	S 88°39'22" W	515.05
L6	N 88°39'22" E	187.91	L26	S 01°23'57" E	15.00	L53	N 01°20'38" W	120.44
L7	S 01°23'57" E	235.99	L27	S 88°36'03" E	239.94	L54	N 88°39'22" E	31.17
L8	S 88°39'22" W	95.05	L28	S 00°35'11" E	496.05	L55	N 01°20'38" W	15.00
L9	S 01°23'57" E	85.64	L29	S 89°24'49" W	15.00	L56	S 88°39'22" W	31.17
L10	N 88°35'27" E	159.47	L30	N 00°35'11" W	318.82	L57	N 01°20'38" W	10.00
L11	S 00°35'11" E	246.82	L31	S 88°36'03" E	235.03	L58	N 88°39'22" E	16.17
L12	S 89°24'49" W	15.00	L32	N 00°35'11" W	7.50	L59	N 01°20'38" W	174.19
L13	N 00°35'11" W	231.60	L33	N 20°24'29" W	7.93	L60	N 01°20'38" W	164.19
L14	S 88°35'27" W	280.14	L34	N 00°40'42" W	45.68	L61	N 01°20'38" W	164.19
L15	N 00°35'11" W	15.00	L35	N 88°39'22" E	7.50	L62	S 88°40'02" W	7.50
L16	N 88°35'27" E	100.67	L36	S 01°20'38" E	25.67	L63	S 88°40'02" W	16.17
L17	N 01°23'57" W	85.66	L37	N 88°39'22" E	38.82	L64	N 88°40'02" E	326.59
L18	S 88°39'13" W	28.47	L38	S 01°20'38" E	20.00	L65	S 01°20'38" E	19.12
L19	S 01°23'57" E	30.29	L39	S 88°39'22" W	46.85	L66	N 88°39'24" E	15.00
L20	S 88°39'22" W	84.88	L40	N 88°39'22" E	7.50	L67	N 01°20'38" W	19.12
			L41	N 01°20'38" W	448.74	L68	N 88°40'02" E	141.99
			L42	N 88°39'22" E	72.37	L69	N 01°23'57" W	15.00
			L43	S 01°20'38" E	4.95	L70	S 88°40'02" W	514.74
			L44	N 88°39'22" E	15.00	L71	N 01°20'38" W	87.56
			L45	N 01°20'38" W	4.95	L72	S 89°24'49" W	7.50
			L46	N 88°39'22" E	345.00	L73	N 00°35'11" W	57.19
			L47	S 01°20'38" E	4.95	L74	N 88°36'03" E	20.00
						L75	S 00°35'11" E	57.19
						L76	S 88°36'03" W	20.00

PIPELINE EASEMENT		
Line #	Direction	Length
L77	S 89°24'49" W	40.01
L78	N 01°23'57" W	60.01
L79	N 89°24'49" E	25.00



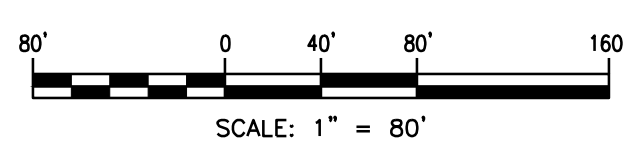
GENERAL NOTE:
EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.

MONUMENT NOTE:
⊙ = SET 1/2" IRON PIN WITH CA6391 CAP OF SET MAG NAIL WITH CA6391 TAG AT ALL PROPERTY CORNERS UNLESS OTHERWISE STATED.

LEGEND

LONA	LIMITS OF NO ACCESS
U/E	PUBLIC UTILITY EASEMENT
P/D/E	PRIVATE DRAINAGE EASEMENT
U/SWE	PUBLIC UTILITY EASEMENT & SIDEWALK EASEMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
~ 5735 ~	STREET ADDRESS

Date: September 14, 2017
SMC CONSULTING ENGINEERS, P.C.
815 W. Main Street
Oklahoma City, OK 73106
PH: (405)232-7715
Oklahoma CA#464 Exp. 6-30-2019



S.E. CORNER, S.W. QUARTER SECTION 4, T. 11 N., R. 2 W., I.M.
FND. CRUSHED PIPE PER OCM FILED BY EDWARD R. SEATON, PLS 1353 DATED 12-13-12



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Sara Hancock, Secretary

Date: October 10, 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

