



MIDWEST CITY  
MEETING AGENDAS FOR  
August 23, 2016

**STAFF BRIEFING**

City Hall, Second Floor, Midwest City Council Conference Room, 100 N. Midwest Boulevard  
Enter through S.W. door marked Council Chamber/Conference Room

August 23, 2016 – 6:00 PM

Special Assistance requests – [tcoplen@midwestcityok.org](mailto:tcoplen@midwestcityok.org) or 739-1002.

(Please provide no less than 24 hours' notice)

Special assistance request during a meeting call 739-1388.

**DISCUSSION.**

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, Hospital Authority, Special Utilities Authority for August 23, 2016.



CITY COUNCIL AGENDA



**CITY OF MIDWEST CITY COUNCIL AGENDA**  
Midwest City Council Chambers, 100 N. Midwest Boulevard

August 23, 2016 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation - Community Services Director Vaughn Sullivan
- Pledge of Allegiance – Councilmember Daniel McClure
- Community-related announcements
- Proclamation for Retiree, Shane Campbell

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of August 9, 2016, and the special meeting of August 15, 2016, as submitted. (City Clerk - S. Hancock)
  
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: General Government Sales Tax Fund, expenses/City Manager (01) \$4,406; expenses/City Clerk (02) \$2,750; expenses/Personnel (03) \$42,000; expenses/Community Development (05) \$104,003; expenses/Park & Recreation (06) \$40,543; expenses/Street (09) \$1,849; expenses/General Government (14) \$221,474; expenses/Neighborhood Services (15) \$5,171; expenses/Information Technology (16) \$337,664; Drainage Improvements (72) \$17,500. Street & Alley Fund, expenses/Street (09) \$449,155. Technology Fund, expenses/General Government (14) \$40,000. Reimbursed Projects Fund, expenses/Park & Recreation (06) \$1,782; expenses/Grants Management (39) \$7,083; expenses/Police (62) \$43,975; expenses /Fire (64) \$95,678; expenses/Recreation (78) \$70,104. Police Capitalization Fund, expenses/Police (62) \$271,171. Juvenile Fund, expenses/Police (62) \$1,671. Police Federal Projects Fund, expenses/Police (62) \$5,365. Jail Fund, expenses/Police (62) \$4,000. Fire Capitalization Fund, expenses/Fire (64) \$364,121. Welcome Center Fund, expenses/Tourism (74) \$1,365. CVB Fund, expenses/Visitors Bureau (07) \$5,000. Street Tax Fund, expenses/Park & Rec (06) \$76,185; expenses/Parks (23) \$254,819; expenses/Streets (09) \$90,187; expenses/Economic (87) \$84,000. Emergency Operations Fund, expenses/Emergency Operations (21) \$48,000. Public Works Fund, expenses/Public Works (30) \$32,285. Fleet Fund, expenses/Fleet (25) \$55,170. Surplus Property Fund, expenses/Surplus (26) \$14,435. Park & Recreation Fund, expenses/Park & Rec (06) \$222,171. Grants Fund, expenses/Police (62) \$21,275. Capital Improvements Fund, expenses/Capital Improvements (57) \$1,107,203. Downtown Redevelopment Fund, expenses/29th Street (92) \$2,459,212. Risk Fund,

expenses/Risk (29) \$3,171. L&H Fund, expenses/Personnel (03) \$2,000. G.O. Street Bond Fund, expenses/Street Bond (69) \$2,652,442. Police Impound Fees Fund, expenses/Police (62) \$30,902; Park & Recreation Fund, revenue/Miscellaneous (00) \$3,956; expenses/Park & Rec (06) \$3,956. Police Fund, expenses/Transfers Out (62) \$5,000. Police Capitalization Fund, revenue/Transfers In (00) \$5,000; expenses/Police (62) \$5,000. Reimbursed Projects Fund, revenue/Miscellaneous (00) \$2,565; expenses/Neighborhood Services (15) \$2,565. (Finance - F. Chen)

3. Discussion and consideration of accepting the City Manager's Report for the month of July 2016. (Finance - F. Chen)
4. Discussion and consideration of approving and entering into contracts for fiscal year 2016-17 with Gano Coleman, CPA, PLLC at the rate of \$90 per hour for sales tax audits for one taxing jurisdiction or \$70 per hour for sales tax audits for two or more taxing jurisdictions; and PRA Government Services, LLC at the rate of \$90 per hour for all sales tax audits, both of which are certified by the Oklahoma Tax Commission to perform sales tax audits, which will allow the City of Midwest City to participate in multi-jurisdictional sales tax audits. (Finance - F. Chen)
5. Discussion and consideration of renewing for the Fiscal Year 2016/2017 contracts with DB Compensation Software in the amount of \$2,000.04 to maintain the City's non-represented employees' compensation plan and job descriptions. There is no cost increase over last year. (Human Resources - C. Wilson)
6. Discussion and consideration of entering into a service agreement with PlanSource Platform in the amount of \$0.50 per employee per month effective July 1, 2016, to provide service to keep the Health Plan compliant with reporting provisions of the Patient Protection and Affordable Care Act 2010 (ACA). (Human Resources - C. Wilson)
7. Discussion and consideration of entering into an agreement with Center for Economic Development Law for legal consulting services for the City of Midwest City for the Fiscal Year 2016-17. (City Manager - G. Henson)
8. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Garver, LLC in the amount of \$26,500 for the preparation of engineered construction plans for the interior coating of the elevated water storage tank (the Titan tower) located in the vicinity of S.E. 29th Street and Post Road. (Community Development - P. Menefee)
9. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Jacobs Engineering Group Inc. in the amount of \$80,500 for the preparation of engineered construction plans for the Pedestrian Signal Project, Phase II – Various Locations Safety Project. (Community Development - P. Menefee)

10. Discussion and consideration of awarding the bid to and entering into a contract with Holland Backhoe, Inc. in the amount of \$80,525.00 for the Blueridge Waterline Replacement Project. (Community Development - P. Menefee)
11. Discussion and consideration of entering into a project agreement for Federal-aid Project Number STP-155B(614)AG, State Job Number 24364(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$7,232,000.00 to widen S.E. 15th Street from Lynn Fry Boulevard to Anderson Road. (Community Development - P. Menefee)
12. Discussion and consideration of entering into a project agreement for Federal-aid Project Number STP-255B(337)AG, State Job Number 31476(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$2,240,000.00 to resurface S.E. 15th Street from Midwest Boulevard to Oelke Drive. (Community Development - P. Menefee)
13. Discussion and consideration of amending the interlocal cooperation agreement and lease agreement between the Oklahoma Capital Improvements Authority, Oklahoma Tourism and Recreation Department and City of Midwest City, changing the Midwest City Travel Information Center current Sunday hours of 8:30 a.m. to 5:00 p.m. to 12:00 p.m. to 5:00 p.m. (Community Services Director - V. Sullivan)
14. Discussion and consideration of renewing the lawn maintenance contract with the Metropolitan Library System in the total amount of \$6,000.00 for FY 2016/2017. (Community Services - V. Sullivan)
15. Discussion and consideration of renewing an agreement with CoxCom, LLC. in the amount of \$137.94 per month, including surcharges, for the Cox cable modem that provides internet service for the City. (Information Technology - R. Rushing)
16. Discussion and consideration of passing and approving a resolution authorizing the purchase and installation of Avigilon Video Recording System and equipment under Oklahoma County's renewed CW15012 contract with Digi Security Systems, LLC. (Information Technology - R. Rushing)
17. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Information Technology - R. Rushing)
18. Discussion and consideration of declaring City Vehicle #020202, 2003 S-10 Chevrolet, City Vehicle #020208, 1995 S-10 Chevrolet, five (5) Versaterm handheld computers, and two (2) charging bases, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)

D. DISCUSSION ITEMS.

1. (PC-1876) Public hearing with discussion and consideration of approval of the Preliminary Plat of Oakwood Landing for the property described as a tract of land located near the northwest corner of NE 10th Street and Westminster Rd., lying in the NE/4 of Section 31, T-12-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)

2. (PC – 1877) Public hearing with discussion and consideration of approval of an ordinance to redistrict from R-6, Single Family Residential and PUD, Planned Unit Development governed by the C-3, Community Commercial district to PUD, Planned Unit Development, to be governed by the C-3, Community Commercial District and C-4, General Commercial, and a resolution to amend the Comprehensive Plan for a portion of the area of request from Low Density Residential to Office/Retail, for the properties described as a part of the NE/4 of Section 35, T-12-N, R-2-W, located at 801 and 825 N. Douglas Blvd. (Community Development - B. Harless)
3. (PC – 1878) Public hearing with discussion and consideration of approval of the Parkworth Preliminary Plat for the property described as a tract of land lying on the west side of N. Douglas between NE 10th St. and Reno Ave., in the NE/4 of section 35, T-12-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma, addressed as 801 and 825 N. Douglas Blvd. (Community Development - B. Harless)
4. (PC – 1879) Discussion and consideration of approval of the proposed Final Plat of Son's Meadow Addition, located at 815 S. Anderson, between E. Reno Ave. and SE 15th St., described as a part of the NE/4 of Section 5, T11N, R1W. (Community Development - B. Harless)
5. (PC – 1880) Public hearing with discussion and consideration of approval of an ordinance redistricting from R-6, Single Family Detached Residential to a Planned Unit Development (PUD) governed by the C-3, Community Commercial District, for the property described as a part of the NW/4 of Section 15, T-11-N, R-2-W, located at 7200 SE 29th Street. (Community Development - B. Harless)
6. Discussion and consideration of accepting a resolution opposing State Question 777 and State Question 779 and forwarding to the Governor's office for consideration. (City Manager - G. Henson)
7. Discussion and consideration of passing and approving a resolution casting one vote for one of the nominees running to fill the open position of District Six (6) Trustee on the board of trustees of the Oklahoma Municipal Retirement Fund (OMRF) for a five year term from October 28, 2016 through September 2021. (Human Resource - C. Wilson)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. Minutes from the August 2, 2016 Planning Commission meeting. (Community Development - B. Harless)

G. ADJOURNMENT.



CONSENT AGENDA



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

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

August 9, 2016 – 6:00 p.m.

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. The following members were present: Mayor Matt Dukes; Councilmembers Pat Byrne, Rick Dawkins, Sean Reed, \*Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Councilmember Daniel McClure Jr.

Mayor Dukes called the meeting to order at 6:01 p.m.

Councilmember Allen arrived at 6:12 p.m.

**DISCUSSION.** Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for August 9, 2016. Mayor Dukes passed out draft resolutions regarding SQ 777 and SQ 779 for considering, and spoke about City clean up and public facilities. City Manager Guy Henson and staff made community-related announcements. Staff briefed the councilmembers on various items on the agenda, and the councilmembers sought clarification and discussed individual agenda items with staff.

The mayor closed the meeting at 6:50 p.m.

ATTEST:

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

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



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

## **MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING**

August 9, 2016 – 7:00 p.m.

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. The following members were present: Mayor Matt Dukes; Councilmembers, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Councilmember Daniel McClure Jr.

Mayor Dukes called the meeting to order at 7:04 p.m.

**Opening Business.** The meeting opened with the invocation by Vaughn Sullivan, followed by the Pledge of Allegiance led by Councilmember Moore. Councilmember Allen and City Manager Guy Henson made community-related comments and announcements.

**Consent Agenda.** Motion was made by Dawkins, seconded by Allen, to approve the items on the Consent Agenda, as submitted except for item 4.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 26, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: 2002 G.O. Street Bond Fund, expenses/Street Bond (69) \$6,050. Fire Fund, expenses/Fire (64) \$11,869. Jail Fund, expenses/Police (62) \$4,890.
3. Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Alliance Health Midwest to continue to provide dispatching services for Alliance Health Midwest Ambulance Service from July 1, 2016 through June 30, 2017 for \$220,774.80 per year.
4. **Discussion and consideration of renewing the agreements with the City of Spencer and the Town of Jones for animal care services for fiscal year 2016-17.** Motion was made by Dawkins, seconded by Reed to approve the agreement with the Town of Jones for animal care services for fiscal year 2016-17. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: McClure. Motion carried. No action was taken on the agreement for the Town of Spencer.
5. Discussion and consideration of renewing the Jail Services Agreements for fiscal year 2016-17 with the City of Spencer and the Town of Jones to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.

6. Discussion and consideration of renewing the Lease Agreement with Michael Silsby, d/b/a Silsby Media, for an additional year starting August 15, 2016 at a monthly rental rate of \$1,406.88 for the building located at 2425 South Douglas Boulevard.
7. Discussion and consideration of approval of federal aid programming resolution for the following project for inclusion into the FY 2017-2020 Transportation Improvement Plan: Pedestrian Signal Project – Various Locations.
8. Discussion and consideration of authorizing entering into a real estate lease agreement for the construction of the proposed trail system located along the rail road corridor extending west from Midwest Boulevard. At a cost of \$10 per year, the real estate lease agreement, with Stillwater Central Railroad L.L.C., is located within the corporate limits of the City of Midwest City, located in the Southeast Quarter of Section Three (3), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
9. Discussion and consideration of accepting maintenance bond from H&H Plumbing and Utilities, Inc. in the amount of \$1,224.00 for the water line improvements installed in conjunction with the new Mathis Brothers Sleep Center located at 7503 S.E. 29th Street.
10. Discussion and consideration of accepting maintenance bond from Southeast Plumbing and Backhoe, Inc. in the amount of \$560.00 for the water line improvements installed in conjunction with the new Raising Canes restaurant located at 2800 South Air Depot Boulevard.
11. Discussion and consideration of awarding a bid and entering into a contract for FY 2016/2017 to purchase portland cement from Goddard Concrete cement in the amounts of \$94.00 per cubic yard, with 2% calcium \$99.00 per cubic yard and 3500lb portland cement in the amounts of \$100.00 per cubic yard, with 2% calcium \$105.00 per cubic yard.
12. Discussion and consideration of accepting the Midwest City Baseball Association FY 2015-16 financial statement.
13. Discussion and consideration of accepting the Oklahoma Spartans Youth Organization 2015-16 financial statement.
14. Discussion and consideration of entering into a contract to distribute the Midwest City visitors guide by mail through the Oklahoma Tourism and Recreation Commission in the amount of \$.80 per mailing.
15. Discussion and consideration of entering into a contract to distribute the Midwest City Visitors Guide in hotel lobby's state-wide for FY 2016/2017 with Certified Folder Display Services, Inc. in the amount of \$4,762.03.

16. Discussion and consideration of the reappointment of Max Wilson and Rick Lewis to the ADA Transition Plan Committee for additional three-year terms.
17. Discussion and consideration of reappointing Casey Hurt to the Park Board for a three- year term.
18. Discussion and consideration of declaring surplus one (1) 1995 Chevrolet 1 ton pickup truck, City inventory #09-03-05, VIN #1GCHC33K9SF003715; one (1) 1994 Chevrolet ½ ton Pickup truck, City inventory #09-02-18, VIN #1GOGC24K8RE171043; one (1) Chaovet Stage Designer 50 stage lighting control board; thirty two (32) 2' x 4' T-8 light fixtures; three (3) 2' x 2' T-8 light fixtures, from the Street Department and authorizing their disposal by sealed bid or auction.
19. Discussion and consideration of declaring a fire department thermal imaging camera and 1999 Chevy Suburban VIN# 3GKEC16R4XG540762 unit 07-02-03 surplus and authorizing their disposal by public auction.

Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: McClure. Motion carried.

**New Business/Public Discussion.** Doug Beabout, 13200 Shirley Lane, addressed the Council.

**Executive session.**

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.
2. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(4), for the purpose of confidential communications between the Council and its attorney concerning a pending investigation, claim or action; and 2) in open session, authorizing action as appropriate based on the discussion in executive session.

Motion was made by Dawkins, seconded by Allen, to consider the posted executive items. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: McClure. Motion carried. The councilmembers went into executive session at 7:27 p.m.

Councilmember Moore left the executive session at 7:27 p.m.  
Councilmember Moore rejoined meeting at 7:42 p.m.

Mayor Dukes reconvened the meeting in open session at 8:11 p.m. No action was taken.

**Adjournment.**

There being no further business, motion was made by Dawkins, seconded by Allen, to adjourn. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: McClure. Motion carried. The meeting adjourned at 8:12 p.m.

ATTEST:

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MATTHEW D. DUKES II, Mayor

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SARA HANCOCK, City Clerk

Notice of this special Midwest City Council meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the beginning of the meeting and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

## **MINUTES OF THE SPECIAL MIDWEST CITY COUNCIL MEETING**

August 15, 2016 – 5:30 p.m.

This special meeting was held in the Midwest City Council second floor conference room, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Mayor Matt Dukes; Councilmembers Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and Acting City Clerk Guy Henson. Absent: Daniel McClure Jr. and Sean Reed.

Mayor Dukes called the meeting to order at 5:35 p.m.

### **New Business.**

- 1. Discussion, at the request of Councilmember Moore and Mayor Dukes, of current code enforcement issues in Midwest City with a driving tour of the City. No action will be taken.** The tour proceeded at 6:00 p.m. and concluded at 8:30 p.m. No action was taken.

### **Adjournment.**

There being no further business, motion was made by Dawkins, seconded by Allen, to adjourn. Voting aye: Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: McClure and Reed. Motion carried. The meeting adjourned at 8:30 p.m.

ATTEST:

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GUY HENSON, Acting City Clerk

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MATTHEW D. DUKES, II, Mayor



# The City of MIDWEST CITY

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

## Memorandum

**TO:** Honorable Mayor and Council

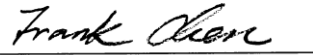
**FROM:** Frank Chen, Deputy Finance Director

**DATE:** August 23, 2016

**Subject:** Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: General Government Sales Tax Fund, expenses/City Manager (01) \$4,406; expenses/City Clerk (02) \$2,750; expenses/Personnel (03) \$42,000; expenses/Community Development (05) \$104,003; expenses/Park & Recreation (06) \$40,543; expenses/Street (09) \$1,849; expenses/General Government (14) \$221,474; expenses/Neighborhood Services (15) \$5,171; expenses/Information Technology (16) \$337,664; Drainage Improvements (72) \$17,500. Street & Alley Fund, expenses/Street (09) \$449,155. Technology Fund, expenses/General Government (14) \$40,000. Reimbursed Projects Fund, expenses/Park & Recreation (06) \$1,782; expenses/Grants Management (39) \$7,083; expenses/Police (62) \$43,975; expenses/Fire (64) \$95,678; expenses/Recreation (78) \$70,104. Police Capitalization Fund, expenses/Police (62) \$271,171. Juvenile Fund, expenses/Police (62) \$1,671. Police Federal Projects Fund, expenses/Police (62) \$5,365. Jail Fund, expenses/Police (62) \$4,000. Fire Capitalization Fund, expenses/Fire (64) \$364,121. Welcome Center Fund, expenses/Tourism (74) \$1,365. CVB Fund, expenses/Visitors Bureau (07) \$5,000. Street Tax Fund, expenses/Park & Rec (06) \$76,185; expenses/Parks (23) \$254,819; expenses/Streets (09) \$90,187; expenses/Economic (87) \$84,000. Emergency Operations Fund, expenses/Emergency Operations (21) \$48,000. Public Works Fund, expenses/Public Works (30) \$32,285. Fleet Fund, expenses/Fleet (25) \$55,170. Surplus Property Fund, expenses/Surplus (26) \$14,435. Park & Recreation Fund, expenses/Park & Rec (06) \$222,171. Grants Fund, expenses/Police (62) \$21,275. Capital Improvements Fund, expenses/Capital Improvements (57) \$1,107,203. Downtown Redevelopment Fund, expenses/29<sup>th</sup> Street (92) \$2,459,212. Risk Fund, expenses/Risk (29) \$3,171. L&H Fund, expenses/Personnel (03) \$2,000. G.O. Street Bond Fund, expenses/Street Bond (69) \$2,652,442. Police Impound Fees Fund, expenses/Police (62) \$30,902; Park & Recreation Fund, revenue/Miscellaneous (00) \$3,956; expenses/Park & Rec (06) \$3,956. Police Fund, expenses/Transfers Out (62) \$5,000. Police Capitalization Fund, revenue/Transfers In (00) \$5,000; expenses/Police (62) \$5,000. Reimbursed Projects Fund, revenue/Miscellaneous (00) \$2,565; expenses/Neighborhood Services (15) \$2,565.

The first twenty-three supplements are needed to roll forward remaining capital outlay budgets from fiscal year 2015-2016 to current fiscal year. The twenty-fourth supplement is needed to budget

training expenses for Police polygrapher. The twenty-fifth supplement is needed to budget purchase of new copier for Park & Rec Department from surplus property proceeds. The twenty-sixth supplement is needed to budget rifles and mounts for Police motorcycles. The twenty-seventh supplement is needed to budget portion of cost of new Police K-9 dog. The twenty-eighth and twenty-ninth supplements are needed to transfer K-9 donations from Police Fund to Police Capitalization Fund and budget portion of cost of K-9 dog in Police Capitalization Fund. The thirtieth supplement is needed to budget donations received for Support Our Schools Project to be used to purchase school supplies for Midwest City schools.



Frank Chen

Deputy Finance Director

**SUPPLEMENTS**  
**August 23, 2016**

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
01	City Manager			4,406	
02	City Clerk			2,750	
03	Personnel			42,000	
05	Community Development			104,003	
06	Park & Recreation			40,543	
09	Street			1,849	
14	General Government			221,474	
15	Neighborhood Services			5,171	
16	Info. Technology			337,664	
72	Drainage Improvements			17,500	
		<u>0</u>	<u>0</u>	<u>777,360</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			449,155	
		<u>0</u>	<u>0</u>	<u>449,155</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund TECHNOLOGY (014)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			40,000	
		<u>0</u>	<u>0</u>	<u>40,000</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.



## SUPPLEMENTS

**August 23, 2016**

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
6	Park & Rec			1,782	
39	Grants Management			7,083	
62	Police			43,975	
64	Fire			95,678	
78	Recreation			70,104	
		<u>0</u>	<u>0</u>	<u>218,622</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund POLICE CAPITALIZATION (021)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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	Police			271,171	
		<u>0</u>	<u>0</u>	<u>271,171</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund JUVENILE (025)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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	Police			1,671	
		<u>0</u>	<u>0</u>	<u>1,671</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund POLICE FEDERAL PROJECTS (033)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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	Police			5,365	
		<u>0</u>	<u>0</u>	<u>5,365</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

**SUPPLEMENTS**  
**August 23, 2016**

Fund JAIL (036)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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	Police			4,000	
		<u>0</u>	<u>0</u>	<u>4,000</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund FIRE CAPITALIZATION (041)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
64	Fire			364,121	
		<u>0</u>	<u>0</u>	<u>364,121</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
74	Tourism			1,365	
		<u>0</u>	<u>0</u>	<u>1,365</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund CVB (046)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
07	Visitors Bureau			5,000	
		<u>0</u>	<u>0</u>	<u>5,000</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

**SUPPLEMENTS**  
**August 23, 2016**

Fund STREET TAX (065)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Recreation			76,185	
23	Parks			254,819	
66	Streets			90,187	
87	Economic			84,000	
		<u>0</u>	<u>0</u>	<u>505,191</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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			48,000	
		<u>0</u>	<u>0</u>	<u>48,000</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund PUBLIC WORKS (075)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
30	Public Works			32,285	
		<u>0</u>	<u>0</u>	<u>32,285</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund FLEET (080)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
25	Fleet			55,170	
		<u>0</u>	<u>0</u>	<u>55,170</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

**SUPPLEMENTS**  
**August 23, 2016**

Fund SURPLUS PROPERTY (081)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
26	Surplus			14,435	
		<u>0</u>	<u>0</u>	<u>14,435</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Park & Recreation			222,171	
		<u>0</u>	<u>0</u>	<u>222,171</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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	Police			21,275	
		<u>0</u>	<u>0</u>	<u>21,275</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			1,107,203	
		<u>0</u>	<u>0</u>	<u>1,107,203</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

**SUPPLEMENTS**  
**August 23, 2016**

Fund DOWNTOWN REDEVELOPMENT (194)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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			2,459,212	
		0	0	2,459,212	0

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund RISK (202)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
29	Risk			3,171	
		0	0	3,171	0

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund L&H (240)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
03	Personnel			2,000	
		0	0	2,000	0

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund G.O. STREET BOND (269)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
69	Street Bond			2,652,442	
		0	0	2,652,442	0

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

**SUPPLEMENTS**  
**August 23, 2016**

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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	Police			17,000	
		<u>0</u>	<u>0</u>	<u>17,000</u>	<u>0</u>

**Explanation:**  
Increase budget to cover training expenses for Police polygrapher. Funding to come from fund balance.

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Miscellaneous	3,956			
06	Park & Rec			3,956	
		<u>3,956</u>	<u>0</u>	<u>3,956</u>	<u>0</u>

**Explanation:**  
To budget purchase of new copier for Park & Rec Department from surplus property proceeds.

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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	Police			6,767	
		<u>0</u>	<u>0</u>	<u>6,767</u>	<u>0</u>

**Explanation:**  
To budget purchase of rifles and mounts for 4 Police motorcycles. Funding to come from fund balance.

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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	Police			7,135	
		<u>0</u>	<u>0</u>	<u>7,135</u>	<u>0</u>

**Explanation:**  
To budget portion of cost of new Police K-9 dog. Funding to come from fund balance. Remaining cost will be funded from K-9 donations in Police Fund (020) and fiscal year 2015-2016 capital outlay roll forward in Police Federal Projects Fund (033).

**SUPPLEMENTS**  
**August 23, 2016**

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		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			5,000	
		<u>0</u>	<u>0</u>	<u>5,000</u>	<u>0</u>

**Explanation:**  
Budget transfer out to Police Capitalization Fund. Funding to come from K-9 donations.

Fund POLICE CAPITALIZATION (021)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	5,000			
62	Police			5,000	
		<u>5,000</u>	<u>0</u>	<u>5,000</u>	<u>0</u>

**Explanation:**  
Budget transfer in from Police Fund for portion of cost of new Police K-9 dog.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
15	Miscellaneous	2,565			
15	Nighborhood Services			2,565	
		<u>2,565</u>	<u>0</u>	<u>2,565</u>	<u>0</u>

**Explanation:**  
Budget donations received for Support Our Schools Project to be used to purchase school supplies for Midwest City schools.

Project	Project Description	Account Number	Department Description	Roll
011501	6 RECEPTION CHAIRS	009-0110-413.40-02	CITY MANAGER	3,600
011601	6 CHAIRS	009-0110-413.40-02	CITY MANAGER	650
011602	2 TABLES	009-0110-413.40-02	CITY MANAGER	156
021503	TYLER COLLECTION SOFTWARE	009-0211-415.40-50	CITY CLERK	2,750
031603	9 CHAIRS	009-0310-416.40-02	PERSONNEL DEPARTMENT	2,000
031604	NEO-GOV SOFTWARE	009-0310-416.40-50	PERSONNEL DEPARTMENT	40,000
051408	HIGH SPEED BURNISHER	009-0510-465.40-02	COMMUNITY DEVELOPMENT	1,600
051505	CARPET	009-0510-465.40-14	COMMUNITY DEVELOPMENT	10,000
051601	REPLACE CARPET	009-0510-465.40-14	COMMUNITY DEVELOPMENT	10,933
141505	CITY HALL ACCESS	009-0510-465.40-14	COMMUNITY DEVELOPMENT	20,693
051506	MEN'S RESTROOMS	009-0510-465.40-15	COMMUNITY DEVELOPMENT	30,000
051507	COMPUTERS FOR WRKSTNS	009-0510-465.40-49	COMMUNITY DEVELOPMENT	778
051404	INSPECTION SOFTWARE	009-0510-465.40-50	COMMUNITY DEVELOPMENT	30,000
061604	ROUND TABLES CMTY CNTR	009-0610-452.40-02	PARK & RECREATION	4,000
061605	CHAIRS - CMTY CENTER	009-0610-452.40-02	PARK & RECREATION	3,000
061510	NATURE TRAIL CONCRETE	009-0610-452.40-06	PARK & RECREATION	29,318
061606	OUTDOOR DRAINAGE GRATES	009-0610-452.40-14	PARK & RECREATION	3,500
061513	PORT RESTROOMS - TELSTAR	009-0610-452.40-15	PARK & RECREATION	725
091616	OUTFITTING 2 NEW TRUCKS	009-0910-431.40-01	STREET DEPARTMENT	1,088
091611	WALK BEHIND MOWER	009-0910-431.40-02	STREET DEPARTMENT	761
141405	DOC IMAGING - HARDWARE	009-1410-414.40-02	GENERAL GOVERNMENT	10,885
141502	REMODEL/FURN ECON DEV	009-1410-414.40-14	GENERAL GOVERNMENT	12,500
141505	CITY HALL ACCESS	009-1410-414.40-14	GENERAL GOVERNMENT	25,248
141501	ELEC BULLETIN BOARDS	009-1410-414.40-15	GENERAL GOVERNMENT	27,000
141302	SOFTWARE UPGRADE	009-1410-414.40-50	GENERAL GOVERNMENT	132,715
991501	EXECUTIME	009-1410-414.40-50	GENERAL GOVERNMENT	13,126
151605	NS - COMPUTER	009-1510-463.40-49	NEIGHBORHOOD SERVICES	1,000
151505	COMPUTERS	009-1530-463.40-49	NEIGHBORHOOD SERVICES	4,171
161104	PHONE UPGRADE	009-1610-419.40-02	INFORMATION TECHNOLOGY	27,897
161403	CH SERVER RM FIRE SUPPRES	009-1610-419.40-02	INFORMATION TECHNOLOGY	15,000
161404	BSMNT SERVER RM FIRE SUPP	009-1610-419.40-02	INFORMATION TECHNOLOGY	30,000
161502	SECURITY CAMERAS	009-1610-419.40-02	INFORMATION TECHNOLOGY	72,000
161504	EMC VNX DISK ARRAY ENCL.	009-1610-419.40-02	INFORMATION TECHNOLOGY	24,395
161601	CORE NETWORK INFRASTR	009-1610-419.40-02	INFORMATION TECHNOLOGY	36,000
161602	FLEET/DISASTER REC NET IN	009-1610-419.40-02	INFORMATION TECHNOLOGY	17,000
161603	VDI SERVER	009-1610-419.40-02	INFORMATION TECHNOLOGY	11,500
161604	VDI STORAGE	009-1610-419.40-02	INFORMATION TECHNOLOGY	22,265
161105	WINDOWS/OFFICE 7 UPGRADE	009-1610-419.40-50	INFORMATION TECHNOLOGY	71,611
161506	COMPUTER USAGE ANALYSIS	009-1610-419.40-50	INFORMATION TECHNOLOGY	9,996
721301	EQUIP TRAILER	009-7210-431.40-02	DRAINAGE IMPROVEMENTS	17,500
091510	ROTO/OVRLY-AIR DEP-MIDWST	013-0910-431.40-06	STREET DEPARTMENT	10,429
091609	WESTMINSTER - RENO-10TH	013-0910-431.40-06	STREET DEPARTMENT	150,000



Project	Project Description	Account Number	Department Description	Roll
091610	SE29TH A HARRIS TO SOONER	013-0910-431.40-06	STREET DEPARTMENT	250,187
691101	15TH & DOUGLAS INTERSECT	013-0910-431.40-06	STREET DEPARTMENT	38,539
141402	NETWORK UPGRADES	014-1415-419.40-02	GENERAL GOVERNMENT	20,000
141503	EQUIPMENT	014-1415-419.40-02	GENERAL GOVERNMENT	20,000
061532	EMERGENCY BLUE PHONE	016-0610-452.40-02	PARK & RECREATION	1,782
391306	ORIG MILE MEDIAN IMPROV	016-3910-463.40-06	GRANTS MANAGEMENT	7,083
621530	WEARABLE VIDEO CAMERA	016-6210-421.40-02	POLICE DEPARTMENT	43,975
641619	FIRE EQUIPMENT	016-6410-422.40-02	FIRE DEPARTMENT	95,678
781503	MW BLVD BEAUTIFICATION	016-7817-452.40-06	RECREATION	3,804
781602	PARKLAWN BEAUTIFICATION	016-7817-452.40-06	RECREATION	38,000
781603	HUDIBURG DR ISLAND IRRIG	016-7817-452.40-06	RECREATION	28,300
621601	VEHICLES 4 PATROL 1 SIU	021-6210-421.40-01	POLICE DEPARTMENT	22,728
621506	WIRELESS IN CAR CAMERAS	021-6210-421.40-02	POLICE DEPARTMENT	52,885
621603	MCT'S FOR PATROL	021-6210-421.40-02	POLICE DEPARTMENT	75,000
621605	NEW RADIOS	021-6210-421.40-02	POLICE DEPARTMENT	46,478
621607	THERMAL IMAGE PRINTERS	021-6210-421.40-02	POLICE DEPARTMENT	5,000
621608	800 MHZ RADIO UPGRADE	021-6210-421.40-02	POLICE DEPARTMENT	30,000
621609	VHF RADIO UPGRADE	021-6210-421.40-02	POLICE DEPARTMENT	10,000
621606	35 COMPUTERS	021-6210-421.40-49	POLICE DEPARTMENT	27,717
621422	DOCUMENT IMAGING SYSTEM	021-6210-421.40-50	POLICE DEPARTMENT	1,363
621425	DOCUMENT IMAGING SYSTEM	025-6211-421.40-50	POLICE DEPARTMENT	1,671
621526	K-9 DOG	033-6200-421.40-02	POLICE DEPARTMENT	1,365
621519	UPGRADE I-PADS	033-6200-421.40-49	POLICE DEPARTMENT	4,000
621521	COMPUTER - CV DASHBOARD	036-6230-421.40-49	POLICE DEPARTMENT	4,000
641504	5 YR FIRE TRUCK REPL	041-6410-422.40-01	FIRE DEPARTMENT	100,000
641603	5-YR FIRE TRUCK REPL	041-6410-422.40-01	FIRE DEPARTMENT	100,000
641505	5 YR SCBA COMPLIANCE	041-6410-422.40-02	FIRE DEPARTMENT	25,000
641604	5-YR SCBA COMPLIANCE	041-6410-422.40-02	FIRE DEPARTMENT	25,000
641605	SCBA COMPRESSOR	041-6410-422.40-02	FIRE DEPARTMENT	45,051
641606	RADIO TRUNKING HRDW/SFTW	041-6410-422.40-02	FIRE DEPARTMENT	10,000
641607	800 MHZ RADIO UPGRADE	041-6410-422.40-02	FIRE DEPARTMENT	33,000
641608	VHF RADIO UPGRADE	041-6410-422.40-02	FIRE DEPARTMENT	10,000
641613	DISHWASHER	041-6410-422.40-02	FIRE DEPARTMENT	439
641614	ICE MAKER	041-6410-422.40-02	FIRE DEPARTMENT	841
641615	REFRIGERATOR	041-6410-422.40-02	FIRE DEPARTMENT	1,500
641516	STATION 1 KITCHEN	041-6410-422.40-14	FIRE DEPARTMENT	7,000
641622	PICKUP BED TOPPER	041-6410-422.40-15	FIRE DEPARTMENT	3,540
641611	6 COMPUTER WORKSTATIONS	041-6410-422.40-49	FIRE DEPARTMENT	2,750
741604	I-40 DIRECTIONAL SIGNAGE	045-7410-452.40-15	TOURISM	1,365
071601	CVB INDOOR SIGNAGE	046-0710-464.40-02	VISITORS BUREAU	600
071602	CVB OUTDOOR SIGNAGE	046-0710-464.40-15	VISITORS BUREAU	4,400
061608	ENG-SAFE ROUTES TO SCHL	065-0610-452.40-06	PARK & RECREATION	5,404

Project	Project Description	Account Number	Department Description	Roll
061609	ENG - PALMER LOOP/MWC ELE	065-0610-452.40-06	PARK & RECREATION	14,853
061521	SE 29TH AIR DEPOT-SOONER	065-0610-452.40-08	PARK & RECREATION	45,000
061517	DOUGLAS - 10TH-23RD	065-0610-452.40-15	PARK & RECREATION	10,928
231601	PLAYGROUND EQUIP-TRAUB	065-2310-452.40-02	MWC PARKS	30,000
231504	SPRAY PARK RELOCATION	065-2310-452.40-06	MWC PARKS	25,000
231605	RAIL WITH TRAIL PH 1	065-2310-452.40-06	MWC PARKS	8,700
231602	TO BE APVD BY COUNCIL	065-2310-452.40-08	MWC PARKS	66,119
231502	TRAUB PARK	065-2310-452.40-09	MWC PARKS	30,000
231504	SPRAY PARK RELOCATION	065-2310-452.40-15	MWC PARKS	75,000
231604	SOCCER FENCE	065-2310-452.40-15	MWC PARKS	20,000
661601	NE 10TH - A.D. TO CRUTCHO	065-6600-431.40-06	STREETS	90,187
871502	BUS SHELTERS	065-8710-433.40-15	ECONOMIC	84,000
211601	10 CHANNEL RADIO TRANSMIT	070-2100-420.40-02	EMER OPERATION FUND	16,000
211602	REPEATER CONTROLLER & INTR	070-2100-420.40-02	EMER OPERATION FUND	5,000
211603	IP SITECONNECT INTERFACE	070-2100-420.40-02	EMER OPERATION FUND	10,000
211605	GPS FREQUENCY REF	070-2100-420.40-02	EMER OPERATION FUND	17,000
301501	FURNITURE, ETC	075-3010-480.40-02	PUBLIC WORKS	3,486
301601	DESK. FILING CABS, ETC	075-3010-480.40-02	PUBLIC WORKS	2,000
301603	SCANNER SOFTWARE/UPGRADE	075-3010-480.40-02	PUBLIC WORKS	21,799
301503	SOFTWARE	075-3010-480.40-50	PUBLIC WORKS	5,000
251601	CNG SKID UNIT	080-2510-480.40-02	FLEET MAINTENANCE	20,000
251602	CAR WASH HEATER	080-2510-480.40-02	FLEET MAINTENANCE	5,000
251603	CNG SHOP EQUIPMENT	080-2510-480.40-02	FLEET MAINTENANCE	7,813
251606	OVERHEAD DOOR OPENER	080-2510-480.40-02	FLEET MAINTENANCE	1,025
251503	INDIRECT HEAT HEATERS,	080-2510-480.40-14	FLEET MAINTENANCE	20,000
251605	SOFTWARE	080-2510-480.40-50	FLEET MAINTENANCE	1,332
261401	SECURITY CAMERAS	081-2610-417.40-02	SURPLUS PROPERTY	1,250
261402	GARAGE DOOR OPENERS	081-2610-417.40-02	SURPLUS PROPERTY	1,250
261502	EQUIPMENT	081-2610-417.40-02	SURPLUS PROPERTY	3,935
261601	SECURITY CAMERAS	081-2610-417.40-02	SURPLUS PROPERTY	8,000
061524	PAVILION/RESTROOM	123-0610-452.40-04	PARK & RECREATION	40,000
061612	OPTIMIST PARK PH 1	123-0610-452.40-04	PARK & RECREATION	50,000
061418	REPAVE SOLDIER CREEK	123-0610-452.40-06	PARK & RECREATION	1,087
061611	PARKING LOT EXP BARNES PA	123-0610-452.40-06	PARK & RECREATION	6,084
061613	JOE BARNES TRAIL 1ST	123-0610-452.40-06	PARK & RECREATION	45,000
061610	TENNIS/BBALL CRT RESTRMS	123-0610-452.40-07	PARK & RECREATION	40,000
061614	PARK LAND ACQUISITION	123-0610-452.40-09	PARK & RECREATION	40,000
621621	FY16 BYRNE JAG GRANT	143-6210-421.40-02	POLICE DEPARTMENT	21,275
901603	SE15TH/SOONER DEVELOPMENT	157-5700-431.40-05	CAPITAL IMPROVEMENTS	121,211
231504	SPRAY PARK RELOCATION	157-5700-431.40-06	CAPITAL IMPROVEMENTS	150,000
571002	I-40/HUDIBURG GRANT	157-5700-431.40-06	CAPITAL IMPROVEMENTS	542,871
571202	N OAKS NEIGHBORHOOD PARK	157-5700-431.40-06	CAPITAL IMPROVEMENTS	49,074

Project	Project Description	Account Number	Department Description	Roll
571301	ENG - SOONER/RENO TO 29TH	157-5700-431.40-06	CAPITAL IMPROVEMENTS	48,874
571602	MID AMER TRAIL - MATCH	157-5700-431.40-06	CAPITAL IMPROVEMENTS	120,674
571603	ENG- NE10TH - DGLS POST	157-5700-431.40-06	CAPITAL IMPROVEMENTS	24,500
571604	RIDGEWOOD DRAINAGE REPL	157-5700-431.40-06	CAPITAL IMPROVEMENTS	50,000
921602	DECORATIVE FESTIVAL TENT	194-9210-463.40-02	29TH STREET	12,435
921302	RECONSTRUCT (MID-AMER/RIC	194-9210-463.40-06	29TH STREET	194,310
921501	SWR LINE EXT 29 & DOUGLAS	194-9210-463.40-06	29TH STREET	350,000
921604	ORIG SQ MILE IMPLEMENTATI	194-9210-463.40-06	29TH STREET	1,500,000
921605	NORTH OAKS PH 3	194-9210-463.40-06	29TH STREET	45,649
921304	CLOCK TWR CIVIC SP DESIGN	194-9210-463.40-09	29TH STREET	70,000
921404	CLOCK TWR CIVIC SPC CONST	194-9210-463.40-09	29TH STREET	103,800
921306	ORIG SQ MILE MONUMENTS	194-9210-463.40-15	29TH STREET	46,306
921502	SIGNAGE - CITY HALL	194-9210-463.40-15	29TH STREET	17,000
921503	ADA TRAN PLAN IMPLMNT	194-9210-463.40-15	29TH STREET	119,712
291502	DESKTOP COMPUTER	202-2955-417.40-49	RISK INSURANCE	1,500
291403	DOCUMENT IMAGING SYSTEM	202-2955-417.40-50	RISK INSURANCE	1,671
031403	COMPUTER	240-0310-480.40-49	PERSONNEL DEPARTMENT	1,000
031605	COMPUTER	240-0310-480.40-49	PERSONNEL DEPARTMENT	1,000
691104	15TH - LYNN FRY TO ANDERS	269-6910-431.40-06	STREET BOND	2,530,268
691601	SE 15TH & MW BLVD INTR SCT	269-6910-431.40-06	STREET BOND	122,174
				9,260,385



**THE CITY OF  
MIDWEST CITY**  
Finance Department

**MEMORANDUM**

**TO:** Honorable Mayor and Council  
**FROM:** Frank Chen, Deputy Finance Director  
**DATE:** August 23, 2016  
**SUBJECT:** Discussion and consideration of accepting the City Manager's Report for the month of July, 2016.

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

**Street and Alley (013)** decreased due to the payment to MTZ Construction Inc. for:  
Sooner/ 15th Street Improvements <\$244,064>

**Water (191)** decreased because of the quarterly operations payment to:  
Central OK Master Conservancy <\$243,513>

**Risk Management (202)** decreased due to the annual payment to FirstPoint Insurance Agency:  
Workers Comp <\$219,357>  
Liability Lawsuits <\$181,775>  
Property Insurance <\$419,840>

**2002 G.O. Street Bond (269)** decreased due to the payment to All Roads Paving Inc. for:  
15th Street & Douglas Intersection Project <\$305,043>

**MWC Hospital Authority (425)** activities for July:  
Compounded Principal:  
(9010)-unrealized gain on investment \$2,182,501  
(9010)-transfer to 9050 (annual 2% per Indenture) <\$1,485,775>  
Discretionary:  
(9050)-unrealized gain on investment \$391,312  
(9050)-transfer from 9010 (annual 2% per Indenture) \$1,485,775  
(9050)-payment for SE 15<sup>th</sup>/Sooner development <\$881,857>

This item is at Council's discretion.

Frank Chen

Frank Chen  
Deputy Finance Director

City of Midwest City  
Financial Summary by Fund  
for Period Ending July, 2016  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-16 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,748,960	-	1,930,025	39,714	(220,780)	(181,066)	1,748,960
10	GENERAL	4,721,665	(170,910)	4,671,897	3,106,261	(3,227,403)	(121,143)	4,550,755
11	CAPITAL OUTLAY RESERVE	895,053	-	893,700	1,353	-	1,353	895,053
13	STREET AND ALLEY FUND	1,501,156	(197)	1,775,423	45,968	(320,432)	(274,464)	1,500,959
14	TECHNOLOGY FUND	477,574	-	478,156	28,398	(28,980)	(583)	477,574
15	STREET LIGHT FEE	1,421	-	-	1,421	-	1,421	1,421
16	REIMBURSED PROJECTS	798,774	(184,122)	624,306	33,856	(43,509)	(9,653)	614,652
17	29TH & DOUGLAS PROPERTY	5,500,000	(181,059)	5,318,941	10,362	(10,362)	-	5,318,941
20	MWC POLICE DEPARTMENT	1,518,871	-	1,544,048	1,042,741	(1,067,918)	(25,177)	1,518,871
21	POLICE CAPITALIZATION	981,599	-	949,578	33,220	(1,200)	32,020	981,599
25	JUVENILE FUND	64,278	-	73,081	5,271	(14,074)	(8,803)	64,278
30	POLICE STATE SEIZURES	41,941	-	42,161	63	(284)	(221)	41,941
31	SPECIAL POLICE PROJECTS	50,986	-	48,259	2,727	-	2,727	50,986
33	POLICE FEDERAL PROJECTS	86,239	-	86,596	89	(447)	(358)	86,239
34	POLICE LAB FEE FUND	17,446	-	16,457	1,232	(243)	989	17,446
35	EMPLOYEE ACTIVITY FUND	17,741	-	17,714	27	-	27	17,741
36	JAIL	150,885	-	148,697	5,371	(3,183)	2,188	150,885
37	POLICE IMPOUND FEE	168,689	-	163,034	5,655	-	5,655	168,689
40	MWC FIRE DEPARTMENT	1,171,518	(4)	1,181,744	844,920	(855,149)	(10,229)	1,171,514
41	FIRE CAPITALIZATION	552,111	-	528,049	44,809	(20,747)	24,062	552,111
45	MWC WELCOME CENTER	352,323	(170)	348,868	20,230	(16,944)	3,285	352,154
46	CONV / VISITORS BUREAU	202,286	-	192,433	33,093	(23,240)	9,854	202,286
50	DRAINAGE TAX FUND	180,571	-	180,165	406	-	406	180,571
60	CAPITAL DRAINAGE IMP	427,086	-	417,629	37,990	(28,533)	9,457	427,086
61	STORM WATER QUALITY	920,658	(132)	918,411	62,623	(60,508)	2,115	920,526
65	STREET TAX FUND	1,247,298	-	1,231,886	36,907	(21,495)	15,412	1,247,298
70	EMERGENCY OPER FUND	640,962	-	658,058	31,890	(48,986)	(17,096)	640,962
75	PUBLIC WORKS ADMIN	292,428	-	283,928	81,442	(72,942)	8,500	292,428
80	INTERSERVICE FUND	147,638	-	183,485	145,419	(181,266)	(35,847)	147,638
81	SURPLUS PROPERTY	306,815	(237,621)	68,994	4,155	(3,956)	200	69,194
115	ACTIVITY FUND	265,092	-	269,707	6,438	(11,053)	(4,615)	265,092
123	PARK & RECREATION	565,886	-	552,750	44,527	(31,391)	13,136	565,886
141	COMM. DEV. BLOCK GRANT	15,430	-	15,156	50,403	(50,129)	274	15,430
142	GRANTS/HOUSING ACTIVITIES	194,781	(6,258)	188,674	1,039	(1,190)	(151)	188,523
143	GRANT FUNDS	81,087	(21,087)	60,000	8,732	(8,732)	-	60,000

City of Midwest City  
Financial Summary by Fund  
for Period Ending July, 2016  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-16 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,982,017	1,000	2,961,479	35,374	(13,836)	21,538	2,983,017
172	CAP. WATER IMP-WALKER	400,383	(18,694)	467,204	43,819	(129,334)	(85,515)	381,688
178	CONST LOAN PAYMENT REV	1,999,514	-	1,944,719	70,137	(15,342)	54,795	1,999,514
184	SEWER BACKUP FUND	81,162	-	81,039	123	-	123	81,162
186	SEWER CONSTRUCTION	5,883,193	(2,785,964)	3,101,034	124,742	(128,546)	(3,804)	3,097,229
187	UTILITY SERVICES	453,579	(924)	440,330	96,476	(84,151)	12,326	452,655
188	CAP. SEWER IMP.-STROTH	33,091	(1,189)	42,973	32,786	(43,857)	(11,071)	31,902
189	UTILITIES CAPITAL OUTLAY	1,704,950	(127,035)	1,575,337	16,574	(13,997)	2,577	1,577,915
190	MWC SANITATION DEPARTMENT	2,128,605	-	2,070,994	484,022	(426,411)	57,611	2,128,605
191	MWC WATER DEPARTMENT	413,915	-	559,333	529,965	(675,383)	(145,418)	413,915
192	MWC SEWER DEPARTMENT	1,143,773	-	1,130,962	444,167	(431,356)	12,811	1,143,773
193	MWC UTILITIES AUTHORITY	985,557	(34,123)	950,944	1,490	(1,000)	490	951,434
194	DOWNTOWN REDEVELOPMENT	3,768,035	(6,953)	3,749,062	113,536	(101,515)	12,021	3,761,083
195	HOTEL/CONFERENCE CENTER	472,552	(1,186,061)	(722,478)	430,970	(422,001)	8,969	(713,509)
196	HOTEL 4% FF&E	1,081,945	-	1,070,438	16,952	(5,444)	11,508	1,081,945
197	JOHN CONRAD REGIONAL GOLF	200,676	(4,184)	159,995	121,646	(85,149)	36,497	196,492
201	URBAN RENEWAL AUTHORITY	62,718	-	62,623	95	-	95	62,718
202	RISK MANAGEMENT	2,584,922	(37)	3,253,684	222,312	(891,111)	(668,799)	2,584,885
220	ANIMALS BEST FRIEND	76,340	-	74,490	1,850	-	1,850	76,340
225	HOTEL MOTEL FUND	-	-	-	58,549	(58,549)	-	-
230	CUSTOMER DEPOSITS	1,422,655	(1,422,655)	-	2,152	(2,152)	-	-
235	MUNICIPAL COURT	91,834	(91,834)	-	139	(139)	-	-
240	L & H BENEFITS	1,742,667	(179,537)	1,661,156	531,268	(629,294)	(98,026)	1,563,130
250	CAPITAL IMP REV BOND	4,406,238	(61,433,123)	(57,570,731)	1,219,822	(675,977)	543,845	(57,026,885)
269	2002 G.O. STREET BOND	2,782,765	(18,895)	3,064,713	4,206	(305,049)	(300,843)	2,763,870
310	DISASTER RELIEF	1,461,739	(184,954)	1,283,551	24,452	(31,218)	(6,766)	1,276,785
340	REVENUE BOND SINKING FUND	-	-	-	453,058	(453,058)	-	-
350	G. O. DEBT SERVICES	1,341,136	-	1,363,245	8,340	(30,449)	(22,110)	1,341,136
351	TAX INCREMENT FINANCING	-	(62,561)	(62,340)	-	(221)	(221)	(62,561)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	74,983,039	(9,791,767)	64,496,585	2,225,765	(1,531,077)	694,688	65,191,273
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,861,310	(361,310)	2,500,000	4,628	(4,628)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	9,985,781	(15,747)	8,983,537	1,880,823	(894,327)	986,496	9,970,033
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	3,868,777	(154,711)	3,700,541	191,154	(177,627)	13,527	3,714,068
	TOTAL	157,712,116	(78,682,816)	78,456,432	15,210,145	(14,637,276)	572,869	79,029,301



# The City of MIDWEST CITY

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100 N. MIDWEST BLVD \* MIDWEST CITY, OKLAHOMA 73110  
(405) 739-1240 \* FAX (405) 739-1247 \* TDD (405) 739-1359

## Memorandum

**TO:** Honorable Mayor and Council

**FROM:** Frank Chen, Deputy Finance Director

**DATE:** June 23, 2016

**SUBJECT:** Discussion and consideration of approving and entering into contracts for fiscal year 2016-17 with Gano Coleman, CPA, PLLC at the rate of \$90 per hour for sales tax audits for one taxing jurisdiction or \$70 per hour for sales tax audits for two or more taxing jurisdictions; and PRA Government Services, LLC at the rate of \$90 per hour for all sales tax audits, both of which are certified by the Oklahoma Tax Commission to perform sales tax audits, which will allow the City of Midwest City to participate in multi-jurisdictional sales tax audits.

The Finance Department is recommending the approval of the two (2) contracts in order to be able to participate in sales tax audits as they arise.

Frank Chen

Deputy Finance Director

**Attachment:** Gano Coleman Contract  
PRA Government Services, LLC d/b/a RDS Contract  
PRA Government Services, LLC d/b/a RDS  
Confidentiality Agreement

# SOLE SOURCE AGREEMENT FOR INDEPENDENT AUDIT MANAGEMENT SERVICES

This Agreement for independent audit management services is made and entered as of the date hereinafter set out by and between The City of Midwest City, a municipal corporation (City), and Gano Coleman, CPA, PLLC, an Oklahoma professional limited liability company domiciled and with its principal place of business at 5801 Whitetail Run, Edmond, OK 73013, and hereinafter referred to as “Contractor”.

## WITNESSETH

**WHEREAS**, City believes certain transactions may have occurred within its taxing jurisdiction, upon which City has not been paid the taxes imposed under Title 68 of the Oklahoma Statutes and other state and local laws and ordinances;

**WHEREAS**, Contractor has represented to City that it possesses skill, expertise and experience with respect to the determination of total liability for any taxes, penalties and/or interest which may be owed by taxpayers to City;

**WHEREAS**, City desires to hire the services of Contractor as a duly authorized agent of the Oklahoma Tax Commission (OTC) to engage in audit activities in an attempt to facilitate collection of tax revenues on behalf of City;

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, it is agreed as follows:

### **1. Terms of agreement**

This Agreement will become effective July 1, 2016 and will be in effect until June 30, 2017. The Agreement will be renewable for four (4) additional years, subject to annual appropriations, if agreed to by both parties.

Either party may terminate this Agreement, for its convenience. Agreement may be terminated by delivery of at least 30 days prior written notice, pursuant to the “Notices” paragraph of this Agreement. Upon the effective date of termination, Contractor shall immediately discontinue all work and services affected. Upon termination for any reason by either party, the City shall pay Contractor for all work and services rendered up to the effective date of termination, in accordance with the terms, limits and conditions of this Agreement. Termination herein shall not terminate or suspend any of the required provisions of paragraph “Insurance” of this Agreement.

### **2. Services**

Contractor shall render tax-auditing services to City. Additionally, Contractor will render multi-city coordinated tax auditing services on behalf of City and other participating Oklahoma cities/towns/counties in an attempt to identify taxes, penalties, and/or interest which may be owed from taxpayers to City.



These services shall include, specifically, Contractor's administrative and auditing services as outlined in Section 3 below.

OTC shall fully retain and be responsible for audit review, assessment, and collection of sales and/or use tax, interest, and/or penalty discovered by Contractor. City shall retain and be responsible for audit review, assessment and collection of other local taxes.

City acknowledges that Contractor will incur expenses and assume risk in connection with the performance of its auditing services, due to the amount of time and effort in research, discovery, coordination, setup, travel, field audit, support, and technical support services. Contractor, in rendering its auditing services, may determine a need to retain the services of consultants, professionals, and/or industry experts. City professional staff may be utilized if City so elects. Services of this nature, excluding the employment or subcontracting of field audit personnel on a consultant basis, shall be subject to advance review and written approval by City.

### **3. Scope of Work**

3.1.0 Contractor shall:

3.1.1 Be approved by the OTC and appointed as an agent of the OTC for purposes of the audit.

3.1.2 Perform audit examinations for City based on Oklahoma Statutes, OTC interpretations, OTC policy and auditing standards, local laws and ordinances. The OTC and City shall approve said audit examinations performed on the City's behalf in writing on a case by case basis prior to any Contractor contact with taxpayer for any audit whether originated by City or another City that Contractor has contracted with. In addition, City shall approve said examinations in writing on case by case basis prior to any Contractor contact for other local taxes. Contractor shall proceed with an audit only upon written authorization from the City Finance Director or designee. Work on any audit may be suspended or terminated by the City upon issuance of a written STOP WORK order sent certified mail to Contractor.

3.1.3 Contractor shall expend no more than five (5) hours on the discovery phase prior to each audit, wherein Contractor shall determine whether there is a potential tax liability due to the City. Contractor shall not extend the discovery phase beyond five (5) hours if said determination indicates liability to the City of less than \$450.

3.1.4 Perform audits in a fair and impartial manner in compliance with Oklahoma Statutes, OTC interpretations, OTC policy, auditing standards stipulated by the OTC and/or City, and local laws and ordinances.

- 3.1.5 Provide City with quarterly progress reports (see Section 3.2.7) and the prepared City audit package (see Section 3.2.3).
- 3.1.6 Utilize an audit program, which complies with Oklahoma Statutes, OTC regulation and OTC policy. Audit programs of other local taxes will comply with local laws and ordinances.
- 3.1.7 Promptly document, revise, amend and verify its taxpayer audit package. Respond to reasonable OTC audit review requests on a timely basis.

3.2.0 Manner of Service Provision:

3.2.1 The scope of Contractor work is to:

- a. Attest to the taxpayer's compliance with the various taxing statutes of the State of Oklahoma, the corresponding rules and regulations, and policies of OTC and local laws and ordinances.
- b. Determine the tax adjustment amount if taxpayer is not in compliance.
- c. Verify, detail and deduct from taxes assessed legally refundable overpayments made directly via tax return to OTC and/or City during the audit period, as allowed by OTC and/or City policy. The Administrator of OTC has final authority on the interpretation of sales and/or use tax audit adjustments. The Finance Director of City has final authority on interpretation of local tax audit adjustments.

3.2.2 Exit conferences, as needed, will be performed in accordance with OTC and/or City policy.

3.2.3 Prepared City audit package shall include:

- a. Computerized exhibit(s) reflecting all adjustments by month as allowed by State Statute, OTC regulation and policy, local laws and ordinances. Additional documentation supporting audits or local laws and ordinances may be required as determined by Finance Director of City as long as documentation is not in violation of OTC policy.
- b. An invoice for services rendered indicating the number of hours spent on the audit, the appropriate hourly rate and all reasonable expenses incurred.

3.2.4 Contractor shall maintain any audit files or records relating to a City funded audit for not less than five (5) years from the date of final determination on the audit by the OTC. Contractor shall promptly provide

the exhibits, detailed audit schedules, comments, and relevant work papers to the City upon request. City acknowledges the requirements of Section 205 of Title 68 of the Oklahoma Statutes regarding the confidential character of sales and/or use tax records.

3.2.5 Contractor shall (as requested by OTC) provide full support of all audit assessments during the assessment process and/or litigation unless and until this Agreement is terminated by either party.

3.2.6 Contractor shall meet the requirements of any new or amended State statutes, rules, or regulations having an effect upon the conduct or results of the audits.

3.2.7 Contractor shall provide quarterly progress reports on the status of all open audits. An audit will not be considered closed by the City until the receipt of any assessment due and/or the OTC has made a final determination regarding the audit. This report shall include, but not be limited to, the following:

- a. Estimated percentage completed and expenses incurred on audits in progress.
- b. Audits submitted to and accepted by the OTC pending initial action, including dates submitted and accepted. Total amount assessed as submitted to the OTC.
- c. Status of audits accepted by the OTC pending final resolution.
- d. Other information as agreed upon by City and Contractor.

3.3.0 City shall be available for consultation with Contractor at a reasonable time and place to be mutually agreed upon for the purpose of discussing matters pertinent to the expeditious performance of work.

3.4.0 City agrees to make every reasonable effort to expedite all aspects of the audit request/approval process.

3.5.0 City agrees to provide Contractor with data, records, and information, which would facilitate identification of delinquent taxpayers.

#### **4. Compensation**

In consideration of the auditing services rendered hereunder, Contractor shall be compensated by City as follows.

The per hour billing rates for each auditor of Contractor shall be for each participating taxing jurisdiction as follows:

One taxing jurisdiction	\$90
Two or more taxing jurisdictions	\$70

The Contractor agrees not to exceed one hundred fifty (150) hours or a total of \$13,500 per audit without expressed written consent of the City to ensure adequate appropriations are available.

Time will be recorded in six-minute intervals (0.1 hours). There shall be no contingency fees. Hourly rates shall be payable by the City to Contractor within 30 days of City's receipt of Contractor's invoice, regardless of recovery.

Invoices will be sent from Contractor to each City following the completion of each audit and the acceptance of the audit by the OTC and will include hours worked multiplied by the applicable rate, name of party providing services, date services were performed, description of services and field audit number. The prepared City audit package will be sent to City when the OTC audit review approves the audit report and in a continuous nature as work is completed.

Upon pre-approval by the City, Contractor may be reimbursed for other reasonable expenses such as airfare, fees charged by experts, food, lodging, and other expenses due to extenuating circumstances of the audit. Pre-approval must be received in advance before the incurring of the expense and in the form of an e-mail or letter from the City Finance Director or Finance Director designee. A detailed audit expense report will be provided on any reasonable expenses incurred. All expenses shall be in conformance with the City's Travel Policy to be eligible for reimbursement.

When audits are performed on behalf of multiple taxing jurisdictions, approved reasonable audit related expenses shall be prorated according to each jurisdiction's share of the total multi-jurisdictional assessment as calculated at the time the audit is accepted by the OTC. In the event no assessment is determined, approved reasonable audit related expenses will be prorated equally among participating jurisdictions.

**5. Negotiated Settlements**

Contractor shall be authorized in connection with its services to assist in negotiation of settlements or compromises. Contractor shall have no authority to approve settlements or compromises on OTC's or City's behalf.

**6. Conflicts of Interest**

Contractor shall not represent or assist taxpayers in matters of taxes which involve City without disclosure to and written approval of City.

**7. Confidentiality of Tax Records and Findings of Contractor**

Contractor acknowledges the requirements of Section 205 of Title 68 of the Oklahoma Statutes regarding the confidential character of tax records and agrees to abide by these

requirements. Contractor acknowledges that tax records are not subject to disclosure or the public records law of the State of Oklahoma, and agrees that it shall not discuss, disclose, or otherwise make available to anyone other than authorized representatives of OTC and City any such information or data. Contractor, acting in its capacity as an agent of the OTC, may disclose confidential information to the City where the information disclosed specifically and directly relates to the City as provided by Title 68 of the Oklahoma Statutes, Section 205 (c)(7) and (23), and Title 11, Section 22-107.

**8. Access to Records**

Contractor shall retain supporting records regarding compensation, time and expenses, including prorated calculations thereof, for a period of five (5) years beyond payment of its fees and reimbursement of expenses. Contractor shall promptly provide access to such records during this period upon request by City.

**9. Authorization: Access to Tax Information**

City agrees to expedite its response to requests for audit assignment and to perform all acts reasonable and necessary to compel cooperation by the taxpayer(s) in regard to audits of other local taxes. Once authorized, City agrees that Contractor shall have full authority and power, to contact taxpayers for the purpose of auditing all relevant records and documentation. Such authority and power shall be supported by City and shall not be withdrawn until each case has been concluded or until either party terminates this contract or all funds encumbered by the City for this contract have been spent.

City acknowledges that Contractor performs its services for a number of other taxing jurisdictions, and that Contractor will be obtaining information from taxpayers in connection with simultaneous audits for more than one taxing jurisdiction.

**10. Inspection and Audit**

The City shall have the right to inspect and audit the documents and procedures of Contractor concerning services herein.

**11. Administration**

This Agreement shall be administered by the Finance Department of the City or as otherwise designated by City Council by resolution or amendment hereto.

**12. Effect**

Contractor and City represent that this Agreement supersedes all proposals, oral or written, all previous contracts, agreements, negotiations, and all other communications between such parties with respect to the subject matter hereof.

**13. Non-Discrimination**

Contractor agrees to sign the attached Certificate of Non-Discrimination.

#### **14. Indemnification**

To the fullest extent permitted by law, Contractor agrees to release, defend, indemnify, and save harmless the City and its officers, agents, and employees from and against any and all loss of or damage to tangible property, or bodily injury to or death of any person or persons and or all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, including, without limitation, Workers' Compensation claims of or by anyone whomever, in any way resulting from or arising out of Contractor's negligent acts, negligent operations, errors and/or omissions under or in connection with this Agreement. Contractor shall promptly advise the City, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of the Agreement. Provided, however, Contractor need not release, defend, indemnify or save harmless the City, or their officers, agents, and employees, from damages or injuries resulting from the negligence, operations, errors and/or omissions of the City, their officers, agents, or employees. The City and the Contractor agree that each party is responsible for its own intentionally wrongful acts or negligence, provided that the City is not liable for its own wrongful or negligent acts beyond that allowed under the Oklahoma Governmental Tort Claims Act as codified in 51 O.S. 2011 § 153. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions of this Agreement.

#### **15. Insurance Requirements**

Prior to approval of this contract, the Contractor shall obtain insurance coverage as provided below. The Contractor must provide, pay for, and maintain the types of insurance policies provided herein, in amounts of coverage not less than those set forth below. Certificates of insurance evidencing all insurance policies required and endorsement pages shall be provided to the City and its participating trusts on a timely basis if requested by City staff.

All insurance must be from responsible insurance companies which are authorized to do business in the state of Oklahoma and are acceptable to the City and its participating trusts. The required insurance coverage and policies shall be performable in Midwest City, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

Nothing in this Section shall define or limit the rights of any party to this Agreement under any other provision of this Agreement, including but not limited to any indemnification provision.

- A. Deductibles: All deductibles must be approved by the City, and upon request, Contractor shall provide a bond guaranteeing Contractor's payment of all deductibles.

Self-insured retentions will not be accepted unless accompanied by a bond (financial guarantee bond) or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration and defense expenses not otherwise covered by the Contractor's self-insured retention.

The minimum aggregate limits of such insurance policies and continuing coverage shall be:

- (1) Worker's Compensation and Employer's Liability Insurance. The Contractor asserts the Contractor is a single member Professional Limited Liability Company who has no employees, and as such is not subject to the provisions of the Administrative Worker's Compensation Act, pursuant to the definitions found under Title 85A, Chapter 1, Section 2, 18. b. (7).
- (2) Commercial General Liability. The contractor shall provide and maintain commercial general liability insurance of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 general annual aggregate, including damages because of bodily injury and property damage, contractual liability, products and completed operations liability and personal and advertising injury.
- (3) Professional Liability Insurance. The Contractor shall provide and maintain professional liability insurance evidencing Contractor's coverage in an amount not less than \$175,000.

- B. Certificates: The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms approved by the Oklahoma Insurance Commissioner. Copies of these certificates have been provided to the Purchasing Agent or her/his designee prior to execution of this contract and are attached hereto. The certificate(s) must be signed by the authorized representative of the insurance company(s) shown in the certificate(s).
- C. Cancellation. There may be no termination or non-renewal of such insurance coverage by Contractor without obtaining other insurance meeting the requirements in Section 15, or reduction in coverage below the required minimums of such insurance coverage by Contractor.

The Contractor authorizes the City and its participating trusts to confirm all information so furnished as to the Contractor's compliance with its bonds and insurance requirements with the Contractor's insurance agents, brokers, surety and insurance carriers. The lapse of any insurance policy or coverage required by this contract is a breach of this contract for which the Contractor shall repay and reimburse such damages, losses, and costs incurred by the City and its participating trusts. The City and its participating trusts may at their option suspend this contract until there is full compliance with this paragraph, and/or may suspend payment under this contract, and/or may cancel or terminate this

contract and seek damages for the breach of this contract. The remedies in this paragraph shall not be deemed to waive or release any remedy available to The City and its participating trusts. The City and its participating trusts expressly reserve the right to pursue and enforce any other cause or remedy in equity or at law.

In the event of a reduction in any aggregate limit below the applicable minimum limits required herein, the Contractor shall immediately notify the City and its participating trusts and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and its participating trusts request a written statement from the insurance company(s) as to any impairments to or reduction of the aggregate limit, the Contractor hereby agrees to promptly authorize and request delivery to the City and its participating trusts such statement.

- D. Duration of Coverage. All insurance coverage required under this contract shall be maintained in full force and effect until completion and formal acceptance of the Project by the City and its participating trusts.

The requirements of the insurance provisions listed above shall survive the completion, expiration, cancellation or termination of this contract.

**16. Laws**

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

**17. Venue of Actions**

The parties agree that if any legal action is brought pursuant to this contract, such action shall be instituted in the District Court of Oklahoma County.

**18. Notices**

Notices to the City shall be in writing, personally served or sent by registered mail to the :

Finance Director  
The City of Midwest City  
100 N Midwest Boulevard  
Midwest City, OK 73110

or to such other official address as the City may from time to time specify in writing. Notice to Contractor shall be in writing, personally served or sent by registered mail to Contractor's address:

Gano Coleman, CPA, PLLC  
5801 Whitetail Run  
Midwest City, OK 73013

or to such other official address as Contractor may from time to time specify in writing.



**19. Complete Agreement**

This agreement and attached exhibits express the entire understanding and complete agreement of the City and Contractor concerning the subject matter hereof and all agreements of the City and Contractor with each other, and neither the City nor Contractor has made or shall be bound by any agreement or any representation of the other concerning the subject matter hereof which is not set forth in this agreement.

**20. No Waiver or Modification**

No waiver or modification of this contract or any covenant, condition, or limitation herein contained shall be valid unless by written amendment duly executed by the Parties, and no evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the Parties hereto arising out of or affecting this contract, or the rights or obligations of the Parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the Parties further agree that the provisions of this section may not be waived except as herein set forth.

**21. Assignment**

Neither this Contract nor any claims relating to it may be assigned, sublet or transferred by a party hereto to any party not affiliated with it except in connection with the sale or transfer of substantially all of its assets unless approved in writing by the other party.

**IN WITNESS WHEREOF**, the Agreement for independent audit management services is executed by the parties this \_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF MIDWEST CITY

\_\_\_\_\_  
MAYOR

ATTEST (Seal)

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

GANO COLEMAN, CPA, PLLC

*Gano Coleman*  
By: \_\_\_\_\_

*owner*  
Title: \_\_\_\_\_

**REVIEWED** for form and legality:

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Assistant Municipal Counselor

## CONFIDENTIALITY AGREEMENT

PRA Government Services, LLC, a Delaware limited liability company d/b/a RDS (the "Non-Disclosing Party") has requested information disclosure from the City of Midwest City, an Oklahoma municipal corporation (the "Disclosing Party") in connection with the Non-Disclosing Party's performance of compliance auditing services related to certain taxes assessed by the Disclosing Party under a Compliance Audit Agreement between Non-Disclosing Party and Disclosing Party dated as of July 1, 2016, as may be amended from time to time (the "Compliance Audit Agreement") (the "Purpose"). The Disclosing Party wishes to protect the confidentiality of certain nonpublic tax information to be provided to the Non-Disclosing Party in connection with the Compliance Audit Agreement (the "Tax Information") and will disclose such information to the Non-Disclosing Party only in accordance with the terms and conditions of this Confidentiality Agreement (the "Agreement"). In pursuit of the above and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Disclosing Party and the Non-Disclosing Party hereby agree as follows:

1. All Tax Information of any kind, in whatever form, that has been or may hereafter be disclosed or furnished, whether in writing or orally, to Non-Disclosing Party by Disclosing Party (or the shareholders, members, equity holders, directors, officers, employees, agents, consultants, independent contractors, affiliates, partners, joint ventures, advisors, or other representatives, including without limitation legal counsel, accountants, and financial advisors of the Disclosing Party (each a "Representative" of the Disclosing Party and collectively, the Disclosing Party's "Representatives")) or which may be learned by the Non-Disclosing Party as a result of such disclosure, shall be treated as the confidential information of Disclosing Party, shall be held in strict confidence, shall not be used by the Non-Disclosing Party other than for the Purpose defined above, and shall not be disclosed by Non-Disclosing Party to any other party without Disclosing Party's prior written consent, provided, however, that such information may be disclosed by Non-Disclosing Party to such of its employees, officers, subcontractors, and agents as reasonably require the same for the aforesaid Purpose and who are bound by obligations to Non-Disclosing Party consistent with Non-Disclosing Party's obligations hereunder.

2. The confidentiality obligations set forth in this Agreement are in addition to any confidentiality obligations imposed by circumstance or underlying law, including without limitation Section 205 of Title 68 of the Oklahoma Statutes, and Title 44 of the City of Tulsa Ordinances. The Non-Disclosing Party's obligations pursuant to this Agreement shall remain in full force and effect and shall survive the termination or expiration of the Compliance Audit Agreement for so long as information continues to meet the definition of Tax Information set forth herein. Once the Disclosing Party's activities related to the Purpose have been completed, or at any time upon the request of the Disclosing Party, the Non-Disclosing Party agrees to return to the Disclosing Party all Tax Information disclosed by the Disclosing Party hereunder, including without limitation all physical embodiments, electronic embodiments, photocopies or reproductions thereof.

3. The Non-Disclosing Party shall not disclose any Tax Information disclosed hereunder except as is allowed in Section 1 above or (a) to the extent required by law to any government unit or agency which has the right to review the same, (b) to any individual or entity to the extent the Non-Disclosing Party is required to disclose such information pursuant to law or (c) if such information is or becomes available to the public by lawful means and in any way other than as a result of disclosure by the Non-Disclosing Party, its employees, agents or officers. The Non-Disclosing Party shall give the Disclosing Party prior written notice of any such disclosure. Notwithstanding such disclosure pursuant to (a), (b) or (c) above, the Non-Disclosing Party shall not have any right to use the Tax Information for other than the Purpose set forth herein.

4. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, each of the Non-Disclosing Party and the Disclosing Party have executed and delivered this Confidentiality Agreement effective as of                     July  1                    , 2016.

**DISCLOSING PARTY:**

**THE CITY OF Midwest City** , an Oklahoma municipal corporation

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

Print Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 201  

**NON-DISCLOSING PARTY:**

**PRA GOVERNMENT SERVICES, LLC**, a Delaware limited liability company d/b/a RDS

By: Lisa Broussard

Print Name: Lisa Broussard

Title: VP, Central Operations

Dated: August 8, \_\_\_\_\_, 2016

## COMPLIANCE AUDIT AGREEMENT

**THIS COMPLIANCE AUDIT AGREEMENT** (“Agreement”) is made as of the 8<sup>th</sup> day of August 2016 (the “Effective Date”), by and between PRA Government Services, LLC, a Delaware limited liability company d/b/a RDS (“RDS”), and Midwest City, an Oklahoma municipal corporation (“CLIENT”)(each of RDS and CLIENT a “Party” and together the “Parties”).

1. Designation of Auditing Services to be Performed. RDS will perform compliance Auditing Services, as defined below, on behalf of the CLIENT related to revenues as designated by the CLIENT. These auditing services may relate to the following types of revenue, among others: Sales & Use Tax, Rental (Lease) Tax, Lodgings Tax, Transient Occupancy Tax, Hotel/Motel Tax, Alcohol Tax, Tobacco Tax, Business License Tax, Business Occupation Tax, Employer Occupational Tax, Franchise Fees and Taxes, Motor Fuels Tax, Gasoline/Diesel Tax, Severance Tax, and other taxes and fees.
2. Information Provided. CLIENT represents that the information provided to RDS in the performance of services hereunder shall be provided free and clear of the claims of third parties. CLIENT represents that it has the right to provide this information to RDS and that said information shall not be defamatory or otherwise expose RDS to liability to third parties.
3. Compliance with Laws. Each Party accepts responsibility for and agrees to comply with all federal, state, and local laws (statutory and judicial), regulations, ordinances, and directives that are applicable to it in relation to the performance of its obligations under and in relation to this Agreement.
4. Audit Procedures & Methodology. RDS will comply with any Taxpayer Bill of Rights, including review and appeals processes, statutory guidelines or administrative procedures as outlined in applicable authoritative sources. Authoritative documentation related to services as provided for in this agreement is outlined in Oklahoma Administrative Code Title 710.
5. Auditing Services, Fees, and Expenses.
  - i. RDS Compliance Auditing Services. “Auditing Services” to be performed by RDS for CLIENT under this Agreement include all services undertaken by RDS personnel in auditing for compliance with payment obligations for the taxes and fees designated by CLIENT hereunder, including without limitation all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if applicable), and all services related to closing an audit.
  - ii. RDS Fees and Reimbursable Expenses. CLIENT agrees to pay RDS fees (“Fees”) based on all time recorded by RDS personnel performing Auditing Services for CLIENT at an hourly rate of Ninety dollars (\$90.00). There shall be no contingent fees. Each year on the anniversary of the Effective Date of this Agreement, the hourly rate will increase by 2%.
    1. Travel Expenses: Client will be billed for reasonable travel expenses, including mileage, hotel fees and per diem in accordance with federally approved travel guidelines.
    2. Billing Increments in Computing Fees: Time will be recorded in 6-minute intervals (.1 hours).
    3. Shared Audit Fees: When audits for CLIENT overlap with audits for other RDS clients or clients of RDS affiliates, the time is billed according to actual auditing time spent working for each client. Travel time and expenses are distributed evenly among the applicable clients. In no event will time or expenses be billed at more than 100% of the total.
    4. No Tie to Recovery: Client agrees to pay all Fees and reimbursable expenses when due, regardless of any recovery.

5. Contractor shall expend no more than five (5) hours on the discovery phase prior to each audit, wherein Contractor shall determine whether there is a potential tax liability due to the City. Contractor shall not extend the discovery phase beyond five (5) hours if said determination indicates liability to the City of less than \$475.
6. Payment Terms: RDS will invoice CLIENT monthly for Fees and reimbursable expenses. CLIENT agrees to pay RDS in full for all amounts invoiced within 30 days of RDS's invoice date, and agrees to pay a late fee of \$25 plus interest on any amounts not paid within 30 days of RDS's issuance of an invoice at a monthly rate of 1.5%. CLIENT agrees to reimburse RDS for all expenses, including without limitation reasonable attorneys' fees and legal expenses, associated with the collection of amounts due to RDS under this Agreement.
6. Reporting to CLIENT.
  - i. Upon request, RDS will provide CLIENT with regular reports which may include, without limitation, a detail of monthly audit activity related to Audit Services, data regarding current audits in progress, findings to date, and Oklahoma Tax Commission acceptances of findings. These reports will be provided within 10 days of the request.
  - ii. CLIENT AGREES TO EXAMINE ALL INVOICES AND REPORTS IMMEDIATELY. IF NO ERROR IS REPORTED BY THE CLIENT TO RDS WITHIN 60 DAYS OF CLIENT'S RECEIPT, SUCH INVOICES AND REPORTS WILL BE DEEMED ACCURATE AND CORRECT.
7. Term of the Agreement; Termination. The term of this Agreement shall commence on the Effective Date and end on the date that is three years following the Effective Date unless this Agreement is earlier terminated pursuant to this Section 8 below. Notwithstanding the foregoing, either party may terminate this Agreement prior to the end of the Term upon 90 days' advance written notice in the event that the other party materially breaches the terms of this Agreement and such breach is not remedied within 60 days after the non-breaching party's written notice setting forth in reasonable detail the facts and circumstances claimed to provide a basis for such breach.
8. Effect of Termination. Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. The CLIENT shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.
9. Insurance. RDS will maintain in force throughout the term of this Agreement insurance coverage that includes, at a minimum, the following:
  - (a) Worker's Compensation Insurance in an amount that is in accordance with applicable laws;
  - (b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  - (c) Business Automobile Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage;
  - (d) Comprehensive Crime Insurance with a limit of \$1,000,000; and
  - (e) Professional Liability Insurance (Errors and Omissions) with a limit of \$1,000,000.

The Comprehensive General Liability Insurance and Business Automobile Liability Insurance specified above shall name the CLIENT and its agents, officers, and employees as additional insureds. The coverage specified in this Section 10 may be in the form of a direct policy or combination of direct and excess/umbrella policies. Certificates of Insurance shall be delivered to CLIENT prior to RDS's commencement of Auditing Services. Each certificate shall provide that insurer will endeavor to provide no less than thirty (30) days prior

written notice to CLIENT in the event of cancellation of the coverage (10 days for nonpayment of premium) evidenced by such certificate at its address. The insurance specified in this Section 10 shall be acquired from insurance companies properly licensed by the State of Oklahoma.

10. Confidentiality. The Parties agree to execute, immediately upon execution of this Agreement, a Confidentiality Agreement substantially in the form attached here to Exhibit A. In addition, all information designated as confidential by either Party and given or delivered to the other Party shall be held by the recipient in confidence and shall not be used except for internal business purposes.
11. No Solicitation. During the Term of this Agreement, and for a period of one year after its termination or expiration, or the date that is one year after entry of final judgment in any action regarding the enforceability of this provision if such date is later, CLIENT shall not directly or indirectly, without the prior, express written approval of RDS, offer or give employment to or retain the services as an independent contractor of any person or entity that was an employee, officer, member, manager, independent contractor, agent, or subcontractor of RDS (each an "RDS Representative") within the one year period preceding the date of termination or expiration of this Agreement if such employment or service shall relate to duties, tasks, responsibilities, or functions similar to those performed by the RDS Representative on behalf of RDS.
12. Notices. All notices, requests, demands and determinations under this Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given:
  - a. When delivered personally (against a signed receipt);
  - b. On the designated day of delivery (other than a weekend or U.S. federal government holiday) after being timely given to an express overnight courier with a reliable system for tracking delivery;
  - c. Four (4) business days after the day of mailing, when mailed to an address in the United States by United States mail, registered or certified mail, return receipt requested and postage prepaid; or
  - d. Ten (10) business days after the day of mailing, when mailed to an address in the continental United States from outside of the continental United States by local mail service, registered or certified mail, return receipt requested and postage prepaid, and addressed as follows:

In the case of the CLIENT:

Finance Director  
100 N. Midwest Boulevard  
Midwest City, OK 73110

In the case of RDS:

PRA Government Services, LLC (d/b/a RDS)  
12301 Kurland Drive Suite 150  
Houston Texas, 77034  
ATT: Lisa Broussard, CPA  
Vice President Central Operations

With a copy (which shall not constitute notice) to:

Chris Lagow  
Senior Vice President and General Counsel  
Portfolio Recovery Associates, Inc.  
140 Corporate Blvd., Suite 100  
Norfolk, VA 23502

Either party may from time to time change its address or designee for notification purposes (so long as in the United States) by giving the other prior notice of the new address or designee and the date upon which it will become effective.



13. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
14. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of CLIENT to: (i) any corporation or entity into which or with which RDS has merged or consolidated, (ii) any parent, subsidiary, successor or affiliate of RDS, or (iii) any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
15. Force Majeure. RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Subcontractors. RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
17. Intellectual Property Rights. The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to RDS be deemed included within the Work Product.
18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both Parties hereto.
19. Invalidity. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original but all of which taken together shall constitute but one and the same Agreement.
21. Survival. The terms and provisions of this Agreement that by their meaning and context are intended to survive the termination or expiration of this Agreement shall so survive the termination or expiration of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, each of the Parties has executed and delivered this Compliance Audit Agreement under seal effective as of the date first written above.

**CLIENT:**

**MIDWEST CITY**, an Oklahoma municipal corporation

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

Print Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 20\_\_

**RDS:**

**PRA GOVERNMENT SERVICES, LLC**, a Delaware limited liability company d/b/a RDS

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

Print Name: Lisa Broussard

Title: VP Central Operations

Dated: August 8, 2016



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Catherine Wilson, Human Resources Director

DATE: August 23, 2016

SUBJECT: Discussion and consideration of renewing for the Fiscal Year 2016/2017 contracts with DB Compensation Software in the amount of \$2,000.04 to maintain the City's non-represented employees' compensation plan and job descriptions. There is no cost increase over last year.

Since all contracts expire at the end of each fiscal year, it is necessary to renew these contracts. This agreement provides data base maintenance and software support for the non-represented employees compensation plans and job descriptions.

Staff recommends approval of these items.

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

Catherine Wilson, Human Resources Director

## DBCompensation™ SOFTWARE License and Support Agreement

This DBCompensation™ SOFTWARE License and Support Agreement, hereinafter referred to as AGREEMENT, is made and entered into as of the dates set forth below by and between DB Squared, LLC, an Arkansas Limited Liability Company, hereinafter referred to as DB SQUARED, and

### City of Midwest City, OK

hereinafter referred to as LICENSEE.

#### WITNESSETH:

WHEREAS, LICENSEE is desirous of licensing DBCompensation™ SOFTWARE from DB SQUARED and receiving support for the DBCompensation™ SOFTWARE and DB SQUARED is desirous of providing said licenses and support services to LICENSEE, pursuant to the terms and conditions more particularly described herein;

NOW THEREFORE, for and in consideration of the premises, the terms and conditions herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, DB SQUARED and LICENSEE hereby agree as follows:

- 1. Rates, Amounts and Taxes Applicable to this AGREEMENT.** The rates and amounts listed in this section constitute an offer by DB Squared that shall be null and void if not accepted by LICENSEE by the OFFER EXPIRATION DATE. Rates and amounts shown here do not include applicable federal, state or local taxes or any other type of tax which might be applicable to this agreement. Applicable taxes will be added at the time of invoicing.

The EFFECTIVE DATE of this AGREEMENT shall be	<b>July 1, 2016</b>
The EMPLOYEE COUNT RANGE on which this AGREEMENT is based is	<b>450 - 525</b>
The DBCompensation™ SOFTWARE One-Time Licensing The DBCompensation™ SOFTWARE Tech Support Fee for 7/2016 - 6/2017 This annual fee covers software upgrades released during agreement term.	<b>Paid \$166.67 per month</b>
The TERM OF THE AGREEMENT shall be	<b>12 months</b>
The optional annual renewal fee after the term 24 months will be:	<b>\$2,000 per year</b>
Training provided to LICENSEE at no additional cost shall be and be provided via Internet connection.	<b>N/A</b>
All applicable taxes shall be	<b>N/A</b>
The <b>optional</b> MARKET UPDATE FEE shall be and due upon completion of the market update	<b>\$4,500</b>
<b>Optional</b> JOHANSON GROUP CONSULTING FEE shall be and due upon invoice of services provided	<b>\$150 per hour</b>

## 2. Definitions

- 2.1 **"DBCompensation™ SOFTWARE"** means the object code version of the JOB EVALUATION AND SALARY ADMINISTRATION MODULE (Copyright © 2005 by DB Squared, LLC. All rights reserved), any UPDATES and UPGRADES thereto, and any related user guides, instructions, and reference materials provided to LICENSEE.
- 2.2 **"UPDATE"** means any subsequent minor modification of, or patch to, the DBCompensation™ SOFTWARE.
- 2.3 **"UPGRADE"** means any major new release of the DBCompensation™ SOFTWARE. The term UPGRADE does not include other MODULES.
- 2.4 **"MODULE"** means any software which constitutes a separate product offering by DB SQUARED.
- 2.5 **"DBCompensation™ METHODOLOGY"** means a methodology developed for the purpose of prescribing the process and structure for fairly and equitably determining job classification salary ranges and employee pay rates. The DBCompensation™ METHODOLOGY is proprietary to Johanson Consulting, Inc., d.b.a., Johanson Group, an affiliate of DB SQUARED.
- 2.6 **"LICENSEE"** means the legal entity which is a party to this AGREEMENT. It does include subsidiaries of LICENSEE or other third parties. For the purposes of this AGREEMENT, the term "third party" means anyone other than LICENSEE.
- 2.7 **"EMPLOYEE COUNT RANGE"** means the number of employees on which this AGREEMENT is based. Fees for this AGREEMENT are based on the number of full-time employees within the employee count range.

## 3. Licenses

- 3.1 **DBCompensation™ SOFTWARE License.** DB SQUARED hereby grants LICENSEE a nonexclusive, nontransferable license to operate (but not to sublicense) DBCompensation™ SOFTWARE on the internet hosted platform. Under this license, the DBCompensation™ SOFTWARE may be used with up to the number of employees specified in the EMPLOYEE COUNT in section 1 plus twenty percent.
- 3.2 **DBCompensation™ SOFTWARE License Termination.** DB SQUARED may terminate this DBCompensation™ SOFTWARE License if LICENSEE breaches this AGREEMENT. Upon termination of the license, LICENSEE will not have access to the DBCompensation™ Internet Hosted SOFTWARE. If this AGREEMENT is terminated for any reason prior to the end of the INITIAL TERM, the license will automatically terminate. Except as provided herein, if this AGREEMENT is terminated after the end of the INITIAL TERM, and LICENSEE does not opt for self-renewing annual AGREEMENT provision, then the license and access to the Internet Hosted SOFTWARE shall terminate.
- 3.3 **Limitations on License.** LICENSEE may not: (a) modify, translate or create derivatives of the DBCompensation™ SOFTWARE and METHODOLOGY; (b) operate the DBCompensation™ SOFTWARE in connection with any methodology other than the DBCompensation™ METHODOLOGY for which it was designed; or (c) permit any access to, or use of, the DBCompensation™ SOFTWARE by any third party. If LICENSEE violates provision (a) above, LICENSEE hereby quitclaims and assigns all intellectual property rights arising therefrom to DB SQUARED, and shall take all necessary steps to perfect DB SQUARED'S title therein. No rights are granted except as expressly set forth in this AGREEMENT, and no right or forbearance may be construed under any theory of implication, estoppel or otherwise.
- 3.4 **Ownership of DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY.** The DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY are owned by DB SQUARED and/or its affiliates. This AGREEMENT does not confer any ownership of the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY to LICENSEE.

#### 4. Support and Training

- 4.1 **Generally.** DB SQUARED will provide the following support for the DBCompensation™ SOFTWARE licensed hereunder, in accordance with DB SQUARED'S standard software support policies, as may be amended by DB SQUARED from time to time in its sole discretion: (a) DBCompensation™ SOFTWARE UPDATES AND UPGRADES; (b) telephone and/or e-mail consultation on use of the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY; and (c) assistance in error isolation and correction.
- 4.2 **LICENSEE Support Obligations.** LICENSEE agrees to test and verify any suspected error or defect in the DBCompensation™ SOFTWARE and to report such errors or defects to DB SQUARED in a timely manner. Upon request, LICENSEE agrees to provide DB SQUARED with reasonable assistance in reproducing such errors or defects.
- 4.3 **Limitations.** DB SQUARED'S support is limited to the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY.
- 4.4 **Training.** DB SQUARED will provide training on the use of the DBCompensation™ SOFTWARE AND DBCompensation™ METHODOLOGY to LICENSEE as specified in section 1 of this AGREEMENT.
- 4.5 **Market Updates.** If LICENSEE has elected in section 1 to receive optional market updates, then 1) DB SQUARED agrees to provide optional market updates to LICENSEE on an as needed basis during the term of this AGREEMENT, and 2) LICENSEE agrees to provide salary data to DB SQUARED when the optional market update has been request during the term of this AGREEMENT. LICENSEE understands that said salary data will be included in a study which will be made available to clients of DB SQUARED and/or its affiliates and that LICENSEE is not entitled to remuneration for the use of said salary data. DB SQUARED agrees that it will make said salary data available only in a consolidated form using market averages and that it will not publish the details of any specific LICENSEE'S salary data. Salary data to be provided to DB SQUARED by LICENSEE shall include the following: job titles used by LICENSEE, salaries associated with employees having said job titles and points associated with said job titles. Salary data will not include employee names.
- 4.6 **UPDATES and UPGRADES.** LICENSEE shall be entitled to UPDATES and UPGRADES to the DBCompensation™ SOFTWARE only as long as 1) this AGREEMENT remains in force, 2) the LICENSEE has not been notified that they are in breach of this AGREEMENT, and 3) all fees which are due to DB SQUARED from LICENSEE have been paid.

#### 5. Fees and Timing of Payments

- 5.1 **DBCompensation™ SOFTWARE License Fee.** The Software License Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is a one-time fee which is due and payable at the signing of this AGREEMENT. This fee is non-refundable.
- 5.2 **DBCompensation™ SOFTWARE Support Fee.** The Software Support Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is an annual fee, and it will be paid on the anniversary dates of this agreement.
- 5.3 **MARKET UPDATE FEE.** The MARKET UPDATE FEE is based on a flat dollar amount as specified in section 1 and is due and payable upon completion of the update. If no MARKET UPDATE FEE is charged to LICENSEE, then no market update service will be provided to LICENSEE under this AGREEMENT.

## 6. Term and Termination of AGREEMENT

- 6.1 **Term.** This AGREEMENT will take effect upon the date specified above and will remain in effect for a minimum amount of time referred to as the INITIAL TERM of the AGREEMENT, as specified in section 1 of this AGREEMENT. This AGREEMENT will self-renew on an annual basis after the INITIAL TERM unless terminated by LICENSEE or DB SQUARED.
- 6.2. **Termination.** Either LICENSEE or DB SQUARED may terminate this AGREEMENT upon completion of the INITIAL TERM by a thirty (30) day written notice to the other party. DB SQUARED may terminate this AGREEMENT at any time if LICENSEE breaches this AGREEMENT and fails to cure such breach within thirty (30) calendar days following notice of such breach.
- 6.3 **Survival of Obligations.** The following provisions will survive termination of this Agreement for any reason: (a) Sections 3.3, 4.3, 7.1, 7.2, 8.2, 8.3, 8.4 and 9 (all paragraphs); and (b) any provision that expressly indicates it will survive.

## 7. Confidentiality and Proprietary Notices

- 7.1 **Nondisclosure and Nonuse.** The DBCompensation™ SOFTWARE, the DBCompensation™ METHODOLOGY, and the details of the use, operation and performance thereof, are confidential to DB SQUARED and its affiliates. To the extent the analyses and outputs produced by the DBCompensation™ Software are or become subject to laws and regulations pertaining to privacy, consumer information, or otherwise, they may constitute confidential information of LICENSEE's salary administration program. LICENSEE may allow its employees and contractors ("personnel") access to confidential information provided that: (a) such access is limited to a "need to know" basis; (b) all such personnel are bound under confidentiality and non-use restrictions substantially similar to those contained herein; and (c) upon termination of any personnel, such personnel no longer retain access to any confidential information. LICENSEE may not use or disclose to any third party any confidential information associated with the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY except as permitted by this AGREEMENT or as authorized by the prior written consent of DB SQUARED.
- 7.2 **Proprietary Marks.** LICENSEE agrees not to alter, change, or remove from the DBCompensation™ SOFTWARE any proprietary mark of DB SQUARED or its affiliates, including, patent, copyright, trade secret, trademark, or other intellectual property right notices.

## 8. Warranty; Indemnification

- 8.1 **Warranties.** DB SQUARED warrants, during the term of this AGREEMENT, that: (a) the internet hosted account on which the DBCompensation™ SOFTWARE is delivered, is free from defects; and (b) the DBCompensation™ SOFTWARE licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation accompanying the DBCompensation™ SOFTWARE. LICENSEE'S sole remedy for breach of the warranties shall be, at DB SQUARED'S sole discretion: (i) addressing internet hosted account accessibility; or (ii) modification of either the program code of the DBCompensation™ SOFTWARE or the associated documentation to bring them into compliance with each other.
- 8.2 **DISCLAIMER.** EXCEPT FOR THE PROVISIONS OF PARAGRAPH 8.1, NO REPRESENTATIONS OR WARRANTIES ARE MADE, OR MAY BE IMPLIED, WITH RESPECT TO THE SOFTWARE AND/OR ANY SERVICES PROVIDED HEREUNDER. DB SQUARED SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DB SQUARED, ITS DEVELOPERS AND AFFILIATES WILL NOT BE HELD LIABLE FOR ANY LIABILITY OR OUTCOME FROM LICENSEE'S USE OF THE DBCOMPENSATION™ SOFTWARE AS A MANAGEMENT SALARY ADMINISTRATION TOOL.

8.3. **HOLD HARMLESS.** LICENSEE SHALL HOLD DB SQUARED, ITS DEVELOPERS, AND AFFILIATES HARMLESS FROM ANY LOSS OR CLAIM RESULTING DIRECTLY FROM AND ATTRIBUTABLE TO LICENSEE'S USE OR POSSESSION OF THE DBCOMPENSATION SOFTWARE AND SHALL REIMBURSE DB SQUARED FOR THE LOSS CAUSED SOLELY BY LICENSEE'S USE OR POSSESSION OF THE DBCOMPENSATION SOFTWARE.

8.4. **LIMITATION ON LIABILITY.** EXCEPT FOR BREACHES OF SECTION 3.3, or 7.1, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OR DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. General Terms

9.1. **Assignment.** Licensee may not assign any right or delegate any obligation under this AGREEMENT, or transfer this AGREEMENT, without prior written consent of DB SQUARED, and any such attempt shall be void.

9.2. **Waiver.** The failure of a party to enforce its rights with respect to a breach hereunder shall not constitute a waiver with respect to any other occurrence of breach. Except as otherwise specified, the rights and remedies of a party under this AGREEMENT are in addition to any other rights or remedies available at law or in equity

9.3. **Governing Law.** This AGREEMENT will be governed by the laws of the State of Arkansas, U.S.A., without regard to choice of law/conflict of law principles. Each party submits to the jurisdiction of the federal and state courts in Washington County, Arkansas, and agrees that any action brought in connection with this AGREEMENT shall be exclusively brought in such courts.

9.4. **Severability.** In the event that any provision of this AGREEMENT is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this AGREEMENT shall remain in full force and effect.

9.5. **Modifications.** Any modification of this AGREEMENT must be in writing and executed by an authorized representative of both parties.

9.6. **Construction.** The headers of this AGREEMENT are for convenience only. The verb "to include" (and all variations thereof) shall not be construed as a term of limitation, unless expressly indicated by the context in which it is used.

9.7. **Compliance with Applicable Laws.** LICENSEE shall at all times comply with all applicable laws and regulations in using the DBCompensation™ SOFTWARE, and shall defend and hold harmless DB SQUARED against any liability directly or indirectly resulting from LICENSEE's failure to comply with the foregoing.

9.8. **Notices.** LICENSEE shall send all communications to DB SQUARED as follows: 1) technical communications to Technical Director of Software; and 2) business and legal communications to General Counsel; at DB Squared, LLC, 2928 McKee Circle, Suite 119, Fayetteville, AR 72703, phone: 479-587-0151, fax: 479-521-5453.

9.9. **Complete Agreement.** This AGREEMENT represents the complete agreement between DB SQUARED and LICENSEE.



**APPROVAL**

AGENT ACKNOWLEDGES AND AGREES THAT: 1) AGENT IS AUTHORIZED TO ENTER INTO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE LICENSEE AND 2) BY EXECUTING THIS AGREEMENT, LICENSEE IS LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed by their respective authorized representatives.

DB Squared, LLC.

City of Midwest City

By: 

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

Name: Bruce Johanson

Name: \_\_\_\_\_

Title: Principal

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

Date: 6-9-2016

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

Witness: 



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Catherine Wilson, Human Resources Director

DATE: August 23, 2016

SUBJECT: Discussion and consideration of entering into a service agreement with PlanSource Platform in the amount of \$0.50 per employee per month effective July 1, 2016, to provide service to keep the Health Plan compliant with reporting provisions of the Patient Protection and Affordable Care Act 2010 (ACA).

PlanSource provides their clients with End User tools designed to assist in complying with the complex reporting requirements of the Affordable Care Act (ACA). The ACA reporting requirements became effect 2016; the ACA compliance Assistance Tools provided by PlanSource track all the City's employees' time records to ensure that the City is offering Health Benefits when we are legally required to do so. The time tracking required by the ACA is complex and detailed with specific look back periods. The PlanSource tool automates the process and handles actual calculations on a bi-weekly schedule.

Once the data is processed the ACA Assistance tool auto-populates the required forms and generates the forms for distribution to the employees and to the IRS. The Configuration has been paid for through the City's agreement with Gallagher Benefit Services, the City is paying for the monthly service on going provided by PlanSource at \$0.50 per employee per month.

Staff recommends approval.

## STATEMENT OF SERVICES

This statement of services is dated January 5, 2016 and is attached to and becomes a part of the PlanSource End User License Agreement (the "EULA") that you accepted, and is subject to the terms and conditions in the EULA. If a separate signed agreement exists between you and PlanSource, the terms of that separate agreement apply with respect to any of the products or services governed by that agreement. Words and phrases defined in the EULA, or any other signed agreement between you and PlanSource, will have the same meaning when used in this statement of services.

1. **Services.** Under the terms of the EULA or other written agreement between you and PlanSource, as applicable, PlanSource will provide you the services identified on exhibit A.
2. **Termination of Services.** Either party may terminate this statement of services by providing at least 60 days prior written notice to the other party.
3. **Fees and Payment.**


ACA Compliance Assistance Tools	Setup Fees	<table border="1" style="width: 100%;"> <tr> <td>Per employee</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Minimum Fee</td> <td style="text-align: right;">\$1,200.00</td> </tr> <tr> <td>Maximum Fee</td> <td style="text-align: right;">\$25,000.00</td> </tr> </table> <p>Implementation timeline begins when End User provides all data required for configuration, including payroll information beginning as of January 1st of each year.</p>	Per employee	\$0.00	Minimum Fee	\$1,200.00	Maximum Fee	\$25,000.00
	Per employee	\$0.00						
	Minimum Fee	\$1,200.00						
Maximum Fee	\$25,000.00							
Recurring Fees	<p style="text-align: center;">\$0.50 PEPM</p> <p>Recurring fees are based on End User's full population, rather than only the benefits-eligible population. Since measurement and reporting are required for a full calendar year, the monthly fee applies retroactively, beginning on January 1st of each year PlanSource provides ACA Tools, regardless of actual implementation date.</p>							
Custom Payroll Import	<p style="text-align: center;">\$2,500.00 per file</p>							

PlanSource will invoice you each month for service fees calculated on the 15<sup>th</sup> of the month, payable for the previous month in arrears. You will pay each monthly invoice no later than 30 days following receipt. Any fees or expenses not paid by the due date will be subject to late fees accrued at the rate of one and one-half percent per month, or the maximum rate permitted by law, whichever is less, from the due date until paid. In addition, PlanSource, without waiving any other rights or remedies, may deliver a written notice of default to you for service fees that remain unpaid for more than 60 days after the due date. If you fail to cure the default within 15 days of receipt of a default notice, PlanSource will have the right to suspend or terminate your access to the PlanSource Platform and the services and may seek collection of all amounts due, including reasonable attorney's fees and costs of collections. PlanSource will have no liability to you for any suspension or termination of the PlanSource Platform under this section 3.b.

**ACKNOWLEDGED AND AGREED:**

PLANSOURCE BENEFITS ADMINISTRATION, INC.

CITY OF MIDWEST CITY

By:   
 Dayne Williams  
 Chief Executive Officer

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\*\*\*\*\*  
**BILLING INFORMATION:**

Company Name: City of Midwest City  
 Billing Address: 100 N Midwest Boulevard, Midwest City, Oklahoma, 73110  
 Billing Contact: Catherine Wilson  
 Billing Contact Phone Number: 405-739-1235  
 Billing Contact Email: [cwilson@MidwestCityOK.org](mailto:cwilson@MidwestCityOK.org)

## Exhibit A ACA Compliance Assistance Tools

Through the PlanSource Platform, PlanSource provides End User with access to tools designed to assist End User and its employees in complying with the complex requirements of the Affordable Care Act (ACA). These ACA Compliance Assistance Tools (the “ACA Tools”) can ease the burden of ACA compliance management by providing the following capabilities:

- Supports Employee Communications for Benefit Qualification Status
- Integrates into Benefits Administration Workflow
- Automatic Benefit Enrollment
- Standard and On-Demand Report Generation
- Dashboard View of Employee Status by Measurement Period
- IRS Reporting and Filing of 1094-C and 1095-C
- W2 Data Support
- Wellness Program Value Included in Calculations
- Measurement Waiting Period <90 Days
- Custom Look back & Stability Period
- Rule of Parity Logic

### PlanSource Responsibilities:

- Populate IRS tax forms based on ACA data provided to PlanSource by End User.
  - PlanSource will populate all applicable fields in Forms 1094-C and 1095-C, including Sections II and if applicable, Section III.
- Provide populated IRS tax forms to End User for review and approval.
- Upon sign-off from End User, transmit Forms 1094-C and 1095-C to the IRS.

### End User Responsibilities:

- Provide all required data to PlanSource for ACA calculations, configurations and reporting, including on-going payroll information consistent with payroll cycles.
- Review and approve ACA configurations before go-live date.
- Review and approve data populated on IRS tax forms.
- Provide consent to PlanSource for transmittal of Forms 1094-C and 1095-C to the IRS.
- Pay the fees associated with the ACA Tools, as stated in the Service Fee Schedule, which PlanSource may bill retroactively to January of the year that PlanSource first provides the ACA Tools to End User. Billing will begin once ACA populations are configured, which may be prior to actual measurement calculations due to payroll delays.

End User understands that any information PlanSource provides in connection with the ACA Tools is general information designed to provide guidance regarding the application of the ACA, but is not all encompassing or customized for any particular client, end user, employer, or employee situation. PlanSource is not a law firm and cannot provide legal advice or opinions. To ensure compliance with ACA regulations and requirements, PlanSource encourages End User to consult with its legal or tax counsel for advice specific to its particular situation. End User understands that PlanSource provides the ACA Tools and all information relating to the ACA Tools on an “as-is” basis without warranty of any kind. To the extent that End User uses the ACA Tools, provides End User Data or other information to PlanSource in connection with the ACA Tools, or relies on any information PlanSource provides regarding the ACA Tools, PlanSource disclaims all liabilities, damages, or expenses resulting therefrom.

End User further understands that PlanSource does not intend, and is not required, to edit or review for accuracy, completeness, appropriateness, legality or applicability any End User Data or information submitted by End User (or its designee) for use with the ACA Tools.



**City Manager**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
ghenson@midwestcityok.org  
Office: 405-739-1207 / Fax: 405-739-1208  
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: August 23, 2016

SUBJECT: Discussion and consideration of entering into an agreement with Center for Economic Development Law for legal consulting services for the City of Midwest City for the Fiscal Year 2016-17.

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The Center for Economic Development Law's purpose is "to assist communities in achieving their economic development objectives." Please see the attached agreement with the 2016 fee schedule.

Staff recommends approval.

J. Guy Henson, City Manager



CENTER FOR ECONOMIC  
DEVELOPMENT LAW

James Dan Batchelor  
Leslie V. Batchelor  
Emily K. Pomeroy  
Lisa M. Harden  
Jeff Sabin  
OF COUNSEL  
John C. McMurry

301 North Harvey, Suite 100  
Oklahoma City, Oklahoma  
73102-3421  
  
405 232 4606 TELEPHONE  
405 232 5010 FACSIMILE  
www.econlaw.com

August 1, 2016

Mr. Guy Henson  
City Manager  
City of Midwest City  
100 N. Midwest Boulevard  
Midwest City, Oklahoma 73110

Via Email

RE: Legal Consulting Services for City of Midwest City ("City")

Dear Guy:

At your request, below is a proposed scope of professional services and actions for the continued implementation of the Midwest City Downtown Redevelopment Project Plan ("Project Plan") and Increment District No. 1, as amended, adopted by the City of Midwest City pursuant to the Oklahoma Local Development Act, Title 62 O.S. §850, *et seq.* (the "Act"), as well as general professional services related to economic development.

Completion Assistance – Increment District No. 1

As you know, having managed the Midwest City Downtown Redevelopment Project since its approval, the implementation steps, procedures, legal auditing, and follow-up assistance are vital in maximizing the achievement of project objectives. This engagement includes the preparation by the Center for Economic Development Law ("CEDL") of official action documents related to the implementation and financing of the project, including annual reporting documents, their proper distribution and publication, and any actions necessary for the completion of the financing authorizations associated with Increment District No. 1.

Economic Development Assistance

At the specific request of the City, from time to time, CEDL will also provide professional services related to the City's general economic development efforts, including but not limited to the following:

1. Legal advice and professional consultation with respect to development strategies of potential economic development projects, including the preparation and presentation of agreements and other documents for the financing and undertaking of development activities; and
2. Consultation and work sessions with members and representatives of the City and other public entities to discuss economic development objectives generally and/or specific to potential economic development projects.

Mr. Guy Henson  
August 1, 2016  
Page 2

The cost of the services described in this engagement letter will be CEDL's time and expenses in accordance with the current CEDL fee schedule. We have attached a copy of the 2016 fee schedule. CEDL will submit statements detailing the services provided on a monthly basis. The services will consist of only the phases and undertakings authorized by the City. The City or CEDL may terminate services at any time upon thirty (30) days' notice without any further liability except for services provided.


Our mission as a law firm is to assist communities in achieving their economic development objectives. It has been a pleasure to work for and with the City in years past, and we look forward to continuing to work with you and assisting your community.

By our signature below, we are agreeing to this engagement. If you approve, please execute your acceptance in the space provided and return one original to our office.

Very truly yours,

CENTER FOR ECONOMIC DEVELOPMENT LAW

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

  
Dan Batchelor

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

THE CITY OF MIDWEST CITY

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

**CENTER FOR ECONOMIC DEVELOPMENT LAW**  
**2016 SCHEDULE OF PROFESSIONAL FEES**

**ATTORNEYS:**

Principals	Dan Batchelor	\$300.00
	Leslie V. Batchelor	\$275.00
Senior Attorneys	Emily K. Pomeroy	\$250.00
	Lisa M. Harden	\$250.00
Associate	Jeff Sabin	\$200.00
Senior Of Counsel Attorney	John C. McMurry	\$200.00

**SPECIALISTS:**

Development/Planning Consultant	Ian Colgan, AICP	\$200.00
Financial Analyst/Planner	Cameron H. Brewer	\$150.00
Senior Legal Assistant		\$ 95.00
Law Clerk/Legal Intern		\$ 95.00
Legal Assistant		\$ 55.00
Administrative Assistant		\$ 45.00

Reimbursement of actual and reasonable expenses.





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

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

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

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To: Honorable Mayor and Council

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

Date: August 23rd, 2016

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Garver, LLC in the amount of \$26,500 for the preparation of engineered construction plans for the interior coating of the elevated water storage tank (the Titan tower) located in the vicinity of S.E. 29th Street and Post Road.

The accompanying proposed agreement is for engineering services to design engineered construction for the interior coating of the elevated water storage tank (the Titan tower) located in the vicinity of S.E. 29th Street and Post Road. The existing coating inside the tower has deteriorated to the point that the metal inside is beginning to rust. The facility needs to be re-coated with another layer of protection to make it operate more efficiently and to ensure no future water quality compliance issues. The funds for this project were designated in and will be taken from the 178 Construction Loan Payment Fund.

Staff recommends entering into the agreement.

Patrick Menefee, P.E.  
City Engineer



**AGREEMENT FOR PROFESSIONAL SERVICES**  
**City of Midwest City**  
**Midwest City, Oklahoma**  
**Project No. 16078270**

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

The Owner intends to make the following improvements:

**Recoat the Carl Albert Elevated Storage Tank.**

GARVER will provide professional services related to these improvements as described herein.

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 in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and 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 is described in attached Appendix A.

**SECTION 3 - PAYMENT**

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

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.

The following table presents a summary of the fee for this contract.



WORK DESCRIPTION	FEE AMOUNT
Preparation of Bid Documents	\$ 10,600
Bidding Assistance	\$ 2,000
Part-time Construction Observation	\$ 9,300
Construction Phase Services	\$ 4,600
<b>TOTAL FEE</b>	<b>\$ 26,500</b>

The lump sum amount to be paid under this agreement is **\$26,500**. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 30, 2017.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner and GARVER, will amend this agreement to include the additional services for an amount agreeable to both Owner and GARVER.

#### 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 as-builts, 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. Paying all plan review and advertising costs in connection with the project.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. 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.



8. 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.
9. 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.
10. Owner will lead bid phase services to include conducting the pre-bid meeting, conducting the bid opening, preparing the bid tabulation, and coordinating the execution of the contract and bonds.
11. Owner will lead construction administrative services to include conducting the preconstruction meeting, conducting progress meetings, reviewing contractor's pay requests, preparing change orders, and participation in the final inspection.

## **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 relinquishes ownership of the printed hard copy drawings and specifications and the electronic media to the Owner for their use, but only in 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 provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. However, 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.



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.

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.

#### 5.7 Design without Full-Time Construction Phase Services

It is understood and agreed that GARVER's Scope of Services under this Agreement does not include full-time observation and that the Owner will provide construction oversight in addition to observation services provided by GARVER. 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.

#### 5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed the amount of GARVER's collectable insurance proceeds as referenced in paragraph 5.4 above. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

GARVER shall not be liable to Owner for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

#### 5.9 Mediation

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and GARVER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree 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 also to include a similar mediation provision 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.



## **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; except as above, 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 - Scope of Services
  - 8.1.2 Appendix B – Fee Breakdown
  - 8.1.3 ODEQ letter on tank interior coating

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 Agreement effective as of the date last written below.

CITY OF MIDWEST CITY

GARVER, LLC

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

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

Name: \_\_\_\_\_  
*Print Name*

Name: Michael J. Graves  
*Print Name*

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

Title: Vice President

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

Date: August 1, 2016

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

Attest: \_\_\_\_\_  
*S. J. Graves*



## **APPENDIX A – SCOPE OF SERVICES**

### **City of Midwest City**

### **Carl Albert Elevated Storage Tank Interior Recoating Project**

#### **1.0 General**

Generally, the scope of services includes the preparation of construction documents, construction observation and bidding services to assist the Owner with the coating of the Carl Albert elevated storage tank. The goal of the project is to remove the spalling and recoat the tank to extend the lifetime of the Carl Albert tank. This will be accomplished by surface preparation to the existing tank, and installing an epoxy coating system to the exposed interior surface. The improvements will primarily consist of:

- Preparation of bid documents for the surface preparation and installation of a new epoxy coating system on the interior of the Carl Albert elevated storage tank.
- Bidding and construction phase services to include construction contract administration and construction observation services.

#### **2.0 Surveys**

Survey services are not anticipated to be necessary for this project, and therefore, are not included with this scope of services.

#### **3.0 Geotechnical Services**

Geotechnical services are not anticipated to be necessary for this project, and therefore, are not included with this scope of services.

#### **4.0 Coordination**

Garver has verified with the Oklahoma Department of Environmental Quality (ODEQ) that the recoating of the tank interior is considered maintenance and will not require ODEQ permitting. A letter from Robert Walker with the ODEQ documenting the coordination is attached as an exhibit to this Agreement.

#### **5.0 Final Design**

After receiving written authorization to proceed with Design, Garver will prepare the project specifications and basis of bid to convey the design intent. The Final Design submittal will include technical specifications for the surface preparation and the installation of a new epoxy coating system on the interior of the Carl Albert Elevated Tank. The Final design will also include contracting documents and opinion of probable construction cost. The Final Design submittal will represent 95 percent of final construction contract plans and specifications.

Upon submission of the Final Design, Garver will conduct a final design review meeting with the Owner and other involved parties. Garver will generate minutes from the meeting that will incorporate any comments into the construction documents and the project will then be ready for advertisement for bid.

#### **6.0 Utility Coordination**

Utility Coordination services are not anticipated to be necessary for this project, and therefore, are not included with this scope of services.

#### **7.0 Environmental Services**

Based on previous environmental testing of the tank coating performed by others, environmental services including hazardous materials handling are not anticipated to be necessary for this project, and therefore,

are not included with this scope of services. If it is determined that environmental handling of materials is required, Garver will require additional compensation for support of this service.

## **9. Bidding Services**

During the bidding phase of the project, Garver will:

- Prepare Advertisement for Bids for the Owner to submit to newspaper(s) for publication. Owner will pay advertising costs outside of this contract.
- Dispense construction bid documents to prospective bidders utilizing Garver's online plan room (at the approximate cost of the plan room service).
- Support the contract documents by preparing addenda as appropriate.
- Evaluate bids and recommend award.

## **10. Construction Phase Services**

During the construction phase of work, Garver will accomplish the following:

1. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
2. Issue instructions to the Contractor on behalf of the Client and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
3. Provide part-time construction observation services for the 30-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, for up to 15 days, during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Client wishes to increase the time or frequency of the observation, the Client will pay Garver an additional fee agreed to by the Client and Garver.

Construction observation services will be provided by Garver's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise the Client during the construction period.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.

The proposed fee for Construction Phase Services is based on a 30-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

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

**11. Project Deliverables**

The following will be submitted to the Owner, or others as indicated, by the Engineer:

- Three (3) copies and a digital copy in PDF format of the final (95%) specifications with Engineer's Opinion of Probable Construction Cost to Owner.
- Three (3) copies and a digital copy in PDF format of the final (100%) specifications and bid documents to Owner.

**12. Additional Services considered Extra Work**

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

- Additional design work to correct deficiencies found during construction
- Repairs or modifications to the existing tank other than recoating
- Laboratory or Disinfection Testing
- Weld Inspections
- Traditional bid phase services to include attending the pre-bid meeting, attending the bid opening, preparing the bid tabulation, and coordinating the execution of the contract and bonds.
- Traditional construction administrative services to include attending the preconstruction meeting, attending progress meetings, reviewing contractor's pay requests, preparing change orders, and participation in the final inspection.
- Financial assistance
- Warranty assistance services
- Submittals or deliverables in addition to those listed herein
- ODEQ Permitting or ODEQ Construction Standard Variance Negotiations
- Environmental or hazardous waste material handling

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

**13.0 Schedule**

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

<u>Phase Description</u>	<u>Calendar Days</u>
Final Design	14 days from start date



## APPENDIX B

### City of Midwest City Carl Albert Tower Recoating

**SUBTOTAL - SALARIES:** **\$24,665.00**

**DIRECT NON-LABOR EXPENSES**

Miscellaneous Expenses \$622.00

Travel Costs \$73.00

Construction Observation Expenses \$1,140.00

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**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$1,835.00**

**TOTAL FEE:** **\$26,500.00**



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

July 13, 2016

Patrick Menefee, P. E.  
City Engineer  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110

Re: Carl Albert Elevated Storage Tank  
Rehabilitation Project  
PWSID No.: 1020806

Dear Mr. Menefee:

Based on the department's July 13, 2016, telephone conversation with your consulting engineer, Mr. Joe Voss, P. E., with Garver, the Construction Permit Section understands that the referenced tank has been taken out of service, so that the tank's interior can be sand blasted and repainted. Provided the tank's interior coating paint system is listed by NSF, or UL as meeting the ASTM/NSF Standards for contact with potable water in accordance with OAC 252:626-17-1(q), the department considers the referenced painting of the referenced tank's interior to be maintenance. No permit is required.

If you have any question call 702-8124, or [robert.walker@deq.ok.gov](mailto:robert.walker@deq.ok.gov).

Respectfully

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

Robert B. Walker  
Construction Permit Section  
Water Quality Division

RBW/RC/ag

c: Joe Voss, P. E., Garver  
Oklahoma City DEQ Office  
Bruce Vande Lune, R. S., Regional Manager, DEQ





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

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

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

To: Honorable Mayor and Council

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

Date: August 23rd, 2016

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Jacobs Engineering Group Inc. in the amount of \$80,500 for the preparation of engineered construction plans for the Pedestrian Signal Project, Phase II – Various Locations Safety Project.

The accompanying proposed agreement is for services to design engineered construction plans for the Pedestrian Signal Project, Phase II. Fourteen intersections will be upgraded to current ADA standards for pedestrian crossings when these plans are complete. The City will fund the upgrades through the ACOG, STP-UZA, federally funded safety program. The funds for this project were designated in and will be taken from the 013 Street and Alley Fund.

Staff recommends entering into the agreement.

Patrick Menefee, P.E.  
City Engineer

**AGREEMENT**  
for  
**PROFESSIONAL SERVICES**  
between  
**JACOBS ENGINEERING GROUP INC.**  
and  
**THE CITY OF MIDWEST CITY**

**TRAFFIC SAFETY IMPROVEMENT PROJECT**



# **AGREEMENT FOR PROFESSIONAL SERVICES**

## **TABLE OF CONTENTS**

ARTICLE 1	General Obligations of Engineer	1
ARTICLE 2	Compensation	1
ARTICLE 3	Payments	1
ARTICLE 4	Period of Service	1
ARTICLE 5	Changes in Scope of Services	2
ARTICLE 6	Warranty	2
ARTICLE 7	Indemnification	3
ARTICLE 8	Limitation of Liability	3
ARTICLE 9	Insurance	3
ARTICLE 10	Relationship of Engineer to Client	4
ARTICLE 11	Personnel	4
ARTICLE 12	Ownership of Instruments of Service and Data	5
ARTICLE 13	Permits and Licenses	5
ARTICLE 14	Adherence to Laws	5
ARTICLE 15	Nondisclosure of Proprietary and Confidential Materials	5
ARTICLE 16	Certification or Sealing of Instruments of Services by Professional Engineer	6
ARTICLE 17	Force Majeure	6
ARTICLE 18	Project Delay	7
ARTICLE 19	Limited Agency – Procurement Services	7
ARTICLE 20	Construction Phase Services	8
ARTICLE 21	Governing Law	9
ARTICLE 22	Alternate Dispute Resolution	9
ARTICLE 23	Notices and/or Communications	11
ARTICLE 24	Miscellaneous	11
ATTACHMENT “A”	Scope of Project	A1
ATTACHMENT “B”	Scope of Services	A3
ATTACHMENT “C”	Compensation	A10
ATTACHMENT “D”	Project Schedule	A12

# **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between **JACOBS ENGINEERING GROUP INC.**, with a place of business at 10001 Broadway Extension, Oklahoma City, OK 73114 (hereinafter called “Engineer”) and **THE CITY OF MIDWEST CITY**, with a place of business at 100 N. Midwest Blvd., Midwest City, Ok. 73110 (hereinafter called “Client”), collectively referred to herein as “Parties”, provides as follows:

## **ARTICLE 1 GENERAL OBLIGATIONS OF ENGINEER**

The description of the Client’s project (the “Project”) is included in Attachment “A”, Scope of Project and is made part of this Agreement by Reference. The Scope of Services (hereinafter “Services”) to be provided to Client is included in Attachment “B”, Scope of Services and is made a part of this Agreement by reference.

## **ARTICLE 2 COMPENSATION**

Engineer will be compensated for Services as set forth in Attachment “C”, Compensation.

## **ARTICLE 3 PAYMENTS**

Engineer will submit monthly invoices for compensation and expenses by electronic transmission. Payments will be due within 30 days after receipt of invoices and shall be made by electronic funds transfer to the bank and account designated in the invoice. Past due amounts will accrue interest at one and one-half percent (1½%) per month, without limiting other remedies.

## **ARTICLE 4 PERIOD OF SERVICE**

Engineer shall make its best efforts to complete its Services for the Project within the time period set forth in Attachment “D”, Project Schedule.

## **ARTICLE 5**

### **CHANGES IN SCOPE OF SERVICES**

Client may, at any time, make changes in the scope of Services for the Project or in the definition of Services to be performed. In the event Client notifies Engineer of its desire to make a change in the scope of Services that may change the cost of performance, Engineer shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from scope of Services changes will be negotiated and upon mutual agreement by Client and Engineer, this Agreement will be modified by a written instrument, signed by both parties, to reflect the changes in scope of Services, price and schedule.

## **ARTICLE 6**

### **WARRANTY**

- A. Engineer warrants that its engineering, design and consulting Services will be performed in accordance with generally accepted standards in the industry. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the warranty above stated and the same is reported to Engineer by Client in writing promptly after recognition thereof, Engineer shall, at no cost to Client, furnish all remedial engineering, design or consulting Services required in connection therewith as soon as reasonably possible after receipt of such report from Client; and Engineer shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the project, whether incurred during performance of the Services or after completion of the Services.
- B. Engineer's warranties shall not apply to any defect which results from: ordinary wear and tear, misoperation, corrosion or erosion, noise levels, operating conditions more severe than those contemplated in the original design, or a defect in a process or mechanical design or equipment furnished or specified by Client or others.
- C. All representations, warranties and guarantees made by Engineer in connection with its Services are limited to those set forth in this Article 6. **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.** For any deficiencies in the Services, Client shall be restricted to the remedies expressly set forth in this Article 6; such remedies are Client's sole and exclusive remedies for deficiencies in the Services and Client hereby waives any and all other remedies, whether at law or in equity, and regardless of whether the claim is asserted under contract, tort (including the concurrent or sole and exclusive negligence of Engineer), strict liability or otherwise.

## **ARTICLE 7 INDEMNIFICATION**

- A. Subject to Section B below, Engineer will defend, indemnify and hold the Client harmless from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of third party claims for bodily injury (including death) and damage to tangible property to the extent caused by a negligent act or omission of Engineer, its employee or subconsultant.
  
- B. The Client hereby agrees to release, waive all rights of subrogation against, defend, indemnify and hold Engineer harmless from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of bodily injury (including death) to any person or damage or loss to any property ("Harms"), irrespective of Engineer's fault (including, without limitation, breach of contract, tort including concurrent or sole and exclusive negligence, strict liability or otherwise of Engineer), when the Harms result from (i) the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; (ii) errors or omissions in Engineer's Services due to Engineer being required, directly or indirectly, by Client to take certain actions contrary to the recommendations of Engineer; (iii) errors or omissions in Engineer's Services while assisting in the commissioning, start-up or operation of Client's facilities; and (iv) the acts, errors, omissions or negligence of Client.

## **ARTICLE 8 LIMITATION OF LIABILITY**

The total aggregate liability of Engineer arising out of the performance or breach of this Agreement shall not exceed the compensation paid to Engineer under this Agreement. Notwithstanding any other provision of this Agreement, Engineer shall have no liability to the Client for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), strict liability or otherwise of Engineer, its employees or subconsultants.

## **ARTICLE 9 INSURANCE**

- A. During the term of this Agreement, Engineer shall, at its sole expense, secure and maintain in force policies of insurance of the following types:

1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which services are to be performed.
  2. Employer's liability insurance with a minimum of \$250,000.
  3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least \$1,000,000 aggregate.
  4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- B. If requested, Engineer shall furnish Client certificates of insurance evidencing the insurance coverages required in this Article 9. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.
- C. As between Engineer and Client, Client agrees to insure (or at its election to self-insure) its existing property and the facilities which are the subject of the Engineer's services, from risks insurable under Fire and Extended Coverage, All Risk Builder's Risk, and Business Interruption Insurance policies. Client hereby waives any rights which it or its insurers may have against Engineer for any damages, losses or expenses resulting from the risks to be insured (or self-insured) by Client or its contractors on the facilities which are the subject of Engineer's Services, and Client agrees to include Engineer as an additional insured in all such policies and in any waiver of rights obtained by Client from its contractor with respect to property damage insurance carried by such contractor.

## **ARTICLE 10**

### **RELATIONSHIP OF ENGINEER TO CLIENT**

Subject to the applicability of Article 19, the Engineer shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Workers' Compensation statute or other law and shall not be so construed.

## **ARTICLE 11**

### **PERSONNEL**

Engineer agrees that during Engineer's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Engineer, and Engineer shall remove any personnel not acceptable to Client. Engineer may remove personnel assigned to the Project without Client's prior approval, provided the progress of the Services shall not be unreasonably impaired.

**ARTICLE 12**  
**OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA**

- A. Client agrees to defend, indemnify and hold harmless Engineer and its employees from and against claims resulting from re-use of the design data, drawings, estimates, calculations and specifications prepared by Engineer (“instruments of service”) on extensions of the project or at a location other than that contemplated by this Agreement. Client is advised that should Client re-use the instruments of service at another location, the instruments of service should be reviewed and sealed by Client or an engineer licensed in the jurisdiction where the instruments of service are sought to be re-used.
- B. All materials and information that are the property of Client and all copies or duplications thereof shall be delivered to Client by Engineer, if requested by Client, upon completion of Services. Engineer may retain one complete set of reproducible copies of all of its instruments of service.

**ARTICLE 13**  
**PERMITS AND LICENSES**

Engineer represents to Client that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

**ARTICLE 14**  
**ADHERENCE TO LAWS**

Engineer shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of the Services hereunder including, without limitation, all applicable provisions of federal and state law relating to equal employment opportunity and non-discrimination.

**ARTICLE 15**  
**NONDISCLOSURE OF PROPRIETARY AND  
CONFIDENTIAL MATERIALS**

Client and Engineer agree that any disclosure will be made on the following basis:

- A. Confidential Client Information (“Primary Data”) disclosed to Engineer which is identified in writing by Client as proprietary to Client shall be: (1) safeguarded, (2) maintained in confidence, and (3) made available by Engineer only to those of its employees or others

who have a need-to-know and agree to equivalent conditions pertaining to nondisclosure as contained herein.

- B. Upon completion of the Project or sooner if Client so requests, the Engineer shall return to Client's representative all Primary Data furnished to the Engineer under this Agreement and shall, if requested, deliver to the Client's representative all drawings, schedules, calculations, and other documents generated by Engineer for use in connection with the Project ("Secondary Data").
- C. Engineer shall not use for itself or to disclose to third parties any Primary Data or Secondary Data without the prior written consent of Client.
- D. The nondisclosure obligations pertaining to Primary and Secondary Data shall terminate three (3) years from date Engineer's association with this Project terminates. The nondisclosure obligations shall not apply to any data which:
  - 1. Was known to the Engineer (and previously unrestricted) before disclosure of Primary Data to Engineer under this Agreement or before generation of Secondary Data;
  - 2. Is subsequently acquired by the Engineer from a third party who is not in default of any obligation restricting the disclosure of such information; or
  - 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this nondisclosure obligation, Engineer may nevertheless draw upon its experience in its future association with other clients.

## **ARTICLE 16**

### **CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL ENGINEER**

All specifications, drawings, and other engineering documents that are prepared by Engineer shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

## **ARTICLE 17**

### **FORCE MAJEURE**

Any delays in or failure of performance by Engineer or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Engineer, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or

request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Engineer respectively. In the event that any event of force majeure as herein defined occurs, Engineer shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

## **ARTICLE 18 PROJECT DELAY**

If the Engineer's proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and the Engineer's work on any phase of the Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Engineer, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

## **ARTICLE 19 LIMITED AGENCY – PROCUREMENT SERVICES**

If this Agreement authorizes Engineer to perform procurement Services, the following terms will apply:

- A. Client appoints Engineer as its Agent, and Engineer accepts such appointment to purchase in Client's name and on behalf of Client, equipment, materials, supplies and services in connection with the project.
- B. Such purchases shall be made by a special purchase order provided by Client, or such other forms, terms and conditions, or modifications or revisions to said forms as Client may in its sole discretion at any time instruct Engineer to use. Engineer shall furnish Client with a copy of the purchase order document at the time the purchase order is issued. All purchases shall be carried out in accordance with the procedures mutually agreed upon by Client and Engineer.
- C. Engineer shall not have authority to accept or bind Client in any way to changes, modifications, revisions, alterations, amendments, or supplemental, additional, or different terms and conditions (hereinafter referred to as "deviations") which may be submitted or requested by a vendor or contractor. Engineer shall immediately submit any deviations from Client's standard terms and conditions to Client for review by Client's Purchasing Manager or his representative and such deviations shall not be accepted by Engineer unless Engineer receives express written approval thereof from Client's Purchasing Manager or his representative.
- D. All purchase orders issued by Engineer hereunder shall be signed by Engineer for Client. The ownership and title of all items purchased hereunder shall pass directly from the



selling party to Client, and Engineer shall at no time be a party to such transaction other than as agent of Client. Client shall have the unilateral right to have the commitment authority of Engineer, its employee or this limited agency authorization in its entirety revoked and cancelled at any time, with or without cause. Client shall be obligated directly to the selling party for all payments for materials, equipment, supplies and services procured hereunder.

- E. Engineer shall maintain at all times at its offices in Oklahoma City, a complete file of all commitments, drawings, specifications, insurance certificates, guarantees and warranties relating to its procurement work on behalf of Client, and these shall remain the property of Client and shall be turned over to Client at the conclusion of the project.
- F. The agency relationship created hereby shall be limited to the purchase of materials, equipment, supplies and services for the project and to such ancillary activities as may be necessary or appropriate in connection therewith, including but not limited to, freight movement, freight consolidation and freight forwarding; expediting of deliveries of purchased items, and receiving reports for such items when they arrive at the project.
- G. Engineer shall not have authority to make any representation on behalf of Client or to commit Client in any way beyond the express authority granted by this Article 19, unless otherwise granted by Client in writing.
- H. Client shall hold Engineer and its employees harmless from any claims, suits or liabilities arising out of any breach or other failure of performance by any contractor, vendor or supplier under any contract or purchase order issued by Engineer hereunder.
- I. Engineer shall give Client immediate notice in writing of any action, suit or lien filed or to be filed, and prompt notice of any claim made against Client or Engineer by any vendor, contractor or subcontractor which may result in litigation or a lien in any way related to the project. Engineer's liability for its Services is as stated in Article 6 and, except for the gross negligence or willful misconduct of Engineer or its employees, Client will defend and indemnify Engineer from any actions, suits, liens or claims asserted by any vendor, contractor or subcontractor.

## **ARTICLE 20**

### **CONSTRUCTION PHASE SERVICES**

If this Agreement includes the furnishing of any Services during the construction phase of the Project, the following terms will apply:

- A. If Engineer is called upon to observe the work of Client's construction contractor(s) for the detection of defects or deficiencies in such work, Engineer will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Engineer shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.

- B. If Engineer is called upon to review submittals from construction contractors, Engineer shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Engineer's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Engineer's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- C. Engineer shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
- D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Engineer.
- E. All contracts between Client and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of Client and Engineer, in a form satisfactory to Engineer.

## **ARTICLE 21 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

## **ARTICLE 22 ALTERNATE DISPUTE RESOLUTION**

- A. Client and Engineer understand and appreciate that their long term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement and any Purchase Order. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Toward this end both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. If any dispute or claim arising under this Agreement or any Purchase Order cannot be resolved by the project managers for the Parties within thirty (30) days after they identified

the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review and resolution. A copy of the Agreement, the Purchase Order, agreed upon facts (and areas of disagreement), and concise summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.

- C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each Party shall present its version of the facts (supported, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed Purchase Orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other Party for its review and use in preparing its position under this clause without the need for subpoena or other court order.
- D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will, within fifteen (15) additional days, issue a written, non-binding decision on the issue.
- E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.
- F. The costs of the Mediator shall be split equally between the two parties. Each Party will bear its own costs of mediation and attorneys..

## ARTICLE 23 NOTICES AND/OR COMMUNICATIONS

All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

### To Engineer

Original to: B. Scott Barrett, P.E.  
Position: Sr. Project Manager  
Address: Jacobs Engineering Group Inc.  
1001 N. Broadway Extension  
Oklahoma City, OK 73114

### To Client

Original to: Patrick Menefee, P.E.  
Position: City Engineer  
Address: City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110

Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

Any notice or communication required in writing hereunder shall be given by registered, certified, or first class mail (postage required), TWX, telex, or telecopy addressed to the party at its address set forth above. Communications by TWX, telex, or telecopy shall be confirmed by depositing a copy on the same day with the U.S. Post Office for transmission by registered, certified, or first class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

## ARTICLE 24 MISCELLANEOUS

- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.
- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the Services performed by Engineer hereunder, are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* Client represents that either it is the sole owner of the facilities which are the object of the Services or that it is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. Client further agrees that any future recipient of any interest in the facilities and the Services will be bound by such releases and limitations of liability such that the total aggregate liability of Engineer to Client and such recipients shall not exceed the limits of liability set forth in this Agreement.



## **ATTACHMENT “A” SCOPE OF PROJECT**

The City of Midwest City requires the consulting engineering services of an engineering firm to provide engineering services necessary to prepare construction plans, specifications and bid package for a Traffic Safety Improvement Project (TSIP), and to provide technical assistance throughout the design and construction of the project.

The TSIP improvements will include new pedestrian and vehicular signal equipment, ADA accessibility improvements with ramps and landings, and signing and striping improvements at locations throughout Midwest City. These include twelve (12) existing signalized intersections, one (1) new signalized crossing (#14), and one (1) existing signalized crossing (#9). A map of the fourteen (14) sites is provided in **Figure 1**.

The sites indicated in **Figure 1** are listed as follows:

1. Intersection of Midwest Blvd. at Steed Dr.
2. Intersection of Midwest Blvd. at General Senter Dr.
3. Intersection of Air Depot Blvd. at Adair Blvd.
4. Intersection of Reno Ave. and Midwest Blvd.
5. Intersection of Reno Ave. and Air Depot Blvd.
6. Intersection of SE 15th St. at Ballard Dr.
7. Intersection of Reno Ave. at ~~Woodside Dr.~~ Bella Vista Dr./Key Blvd.
8. Intersection of NE 23rd St. and Douglas Blvd.
9. Signalized Crossing of NE 10th St. at Willowbrook School
10. Intersection of SE 15th St. and Douglas Blvd.
11. Intersection of Reno Ave. at Glenhaven Dr.
12. Intersection of Reno Ave. at Parklawn Dr.
13. Intersection of NE 10th St. at Christine Dr.
14. Striped School Zone Crossing of Midwest Blvd. near Country Club Terr.
15. ~~Reno Ave. Bridge over Soldier Creek (Deleted from the Scope)~~

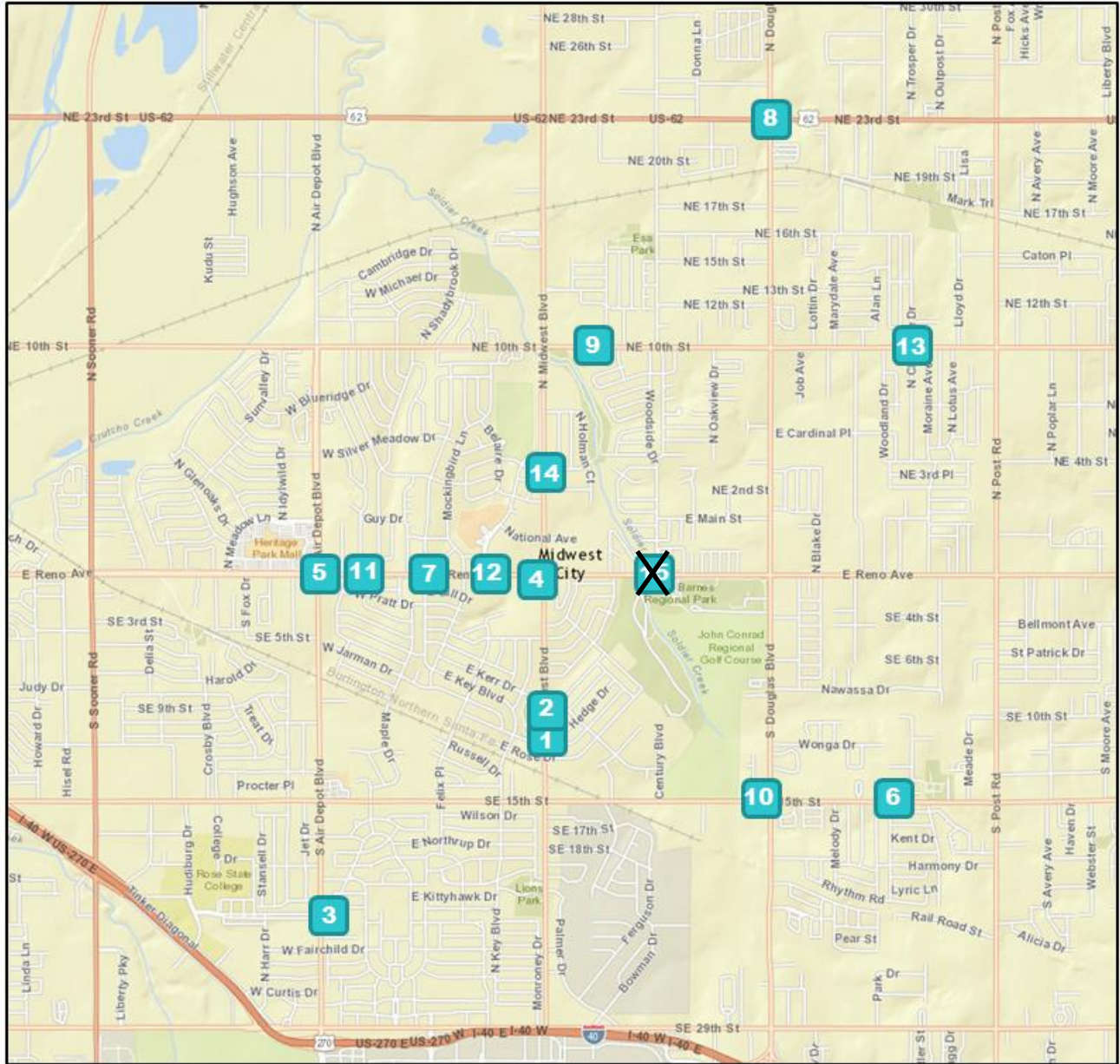


Figure 1: Overall Site Location Map

## **ATTACHMENT “B” SCOPE OF WORK**

The basic Scope of Work will be to provide engineering services necessary to prepare plans, specifications and bid package, and to provide technical assistance throughout the design and construction of the project. The work consists of coordinating with the City of Midwest City, ODOT, utility and property owners; project initiation; preparation of the design report; preliminary and final plan development; preparation of right-of-way documents and construction phase services. Specific project tasks will consist of the following:

### **1. Task 1: Design Memorandum**

Jacobs will determine the recommended improvements for each TSIP location to meet the goals of the project with regard to pedestrian accessibility and traffic signal improvements. Relevant criteria from the latest edition of the *Manual on Uniform Traffic Control Devices (MUTCD)* and the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* related to public rights-of-way will provide the guidelines for recommended improvements at each site. Improvement considerations and potential options will be discussed further with the City and ODOT as necessary.

#### **1.1 Kickoff Meeting**

Upon receipt of a Notice to Proceed, Jacobs will schedule a kick-off meeting with the City to clearly define the project goals and communication protocols, establish expectations and priorities, discuss the needed level of involvement from other stakeholders, and review the project schedule and submittal dates.

#### **1.2 Site Visits and Conditions Assessment**

Jacobs will conduct a site visit at each one of the fourteen (14) TSIP site locations. This visit will be coordinated with the City so key design parameters can be evaluated including existing controllers/cabinets, the location of existing utilities, and the preferred location for new controllers and/or power sources. Additional items to be observed include any queuing or access control issues, existing signing and striping, lane configurations, speed limits, signal phasing and the condition of pedestrian facilities.

#### **1.3 Design Surveys**

Jacobs will perform a topographic survey to locate property lines, fences, trees, existing utilities (above and underground), street curb, handicap ramps, sidewalks, traffic signal equipment, crosswalk area joint lines, raised median islands, signs, and other pertinent physical features located within 100 feet of the center of each of the TSIP intersection locations.

#### **1.4 Utility Coordination**

Jacobs will request City-owned utility information near the fourteen (14) TSIP site locations, as available from the City’s GIS model. Jacobs will solicit utility atlas maps and location information from readily identified private and franchise utilities within the vicinity of the



TSIP sites. Readily available existing utility information will be shown on the preliminary and final plans.

### **1.5 Present Right-of-Way**

Jacobs will perform existing property and right-of-way research to establish the approximate location of the existing R/W lines within 100' of each of the TSIP locations. Detailed research necessary for acquisition of any additional R/W required by the project will be performed by the City.

### **1.6 Develop Conceptual Improvements**

Conceptual improvements recommended at each site will be shown in the plan view drawings at an appropriate standard engineering scale. The conceptual improvements to be shown at each location shall include:

- existing and proposed ramps;
- existing and proposed crosswalks;
- existing and proposed signal poles, pull boxes, controller cabinets and conduits;
- existing and proposed signal heads and push buttons;
- approximate centerline alignments;
- existing and proposed curb and raised medians;
- lane configurations;
- existing and proposed sidewalks;
- any necessary handrails;
- existing utilities;
- approximate present right-of-way limits;
- locations where additional right-of-way may be necessary;
- any notes clarifying the extent of the improvements and/or basis for improvements indicated;
- other key site features.

### **1.7 Conceptual Cost Estimate**

The cost estimate will be important for the City's use in approval of the recommended conceptual improvements at each of the fourteen (14) TSIP locations. A planning level cost estimate will be prepared with the conceptual plans which will generally itemize the improvements recommended at each site with respective costs per item.

### **1.8 Preparation of Design Memorandum**

A design memo will be prepared to summarize work performed under tasks 1.1 through 1.7. The key design criteria and any limiting assumptions will be stated for the improvements recommended at each of the fourteen (14) TSIP site locations.

### **1.9 Design Memorandum Review**

Upon submittal of the draft design memorandum, a telephone conference call will be scheduled with the City to discuss the memo's recommendations and findings. Any necessary revisions to the memo will be identified. Any necessary changes to the project site locations to keep the project on schedule and within budget will be discussed.

Following the conclusion of the draft design memo review, a final design memo will be submitted to the City for review and approval. Jacobs shall not proceed with additional work on the project until approval is received.

## **2. Task 2: Preliminary Plan Development**

### **2.1 Preparation of 30% Preliminary Plans**

The 30% Preliminary Plans will be completed based on the final recommendations contained in the design memo. For the fourteen (14) TSIP sites, a traffic signal plan sheet will be required and will include existing and proposed striping. Existing and proposed traffic signal infrastructure, ramps and sidewalk improvements, and utilities, rights-of-way, traffic signal summaries, and proposed ramp grading details will be shown on the signal plan sheets.

Potential conflicts with utilities and necessary coordination will be identified on the plans at this stage.

A preliminary engineer's cost estimate will be provided with the submittal for review by ODOT and the City, prepared with ODOT's current *Estimator* catalogs.

Jacobs will prepare and submit the NEPA checklist form and request letter to ODOT's Environmental Program Division to start the environmental review/study process which will be performed by ODOT. Environmental study preparation and/or the preparation of any environmental permitting documents are not included in this contract.

### **2.2 Preliminary Field Review Meeting (30%)**

A preliminary field review meeting will be held on a date to be agreed upon by ODOT and the City. Jacobs will attend the review meeting and take detailed notes on all topics discussed. Following the meeting, Jacobs will prepare meeting minutes to document key decisions, project discussions, and any required changes to the plans.

### **2.3 Preparation of 60% Review Plans**

The plans will be revised based on comments received from ODOT and the City. Additional detail may be necessary as the plans move toward final completion. In addition to the improvements outlined under Task 2.1, proposed pedestrian timings and clearance intervals will be calculated in accordance with current MUTCD requirements and will be provided for each crossing location on the signal plan sheet. Wiring diagram sheets will be provided to detail all new wiring installation required at each site. Summary sheets and pay quantities and notes sheets will also be provided in accordance with current ODOT pay items and notes.

The plans will show the existing right-of-way limits on the project and where any additional right-of-way will be needed.

Potential conflicts with utilities and necessary coordination will be identified on the plans at this stage.

A preliminary engineer's cost estimate will be provided with the submittal for review by ODOT and the City, prepared with ODOT's current *Estimator* catalogs.

A review meeting should not be necessary at this stage of plan completion. Following the receipt of all ODOT and City plan review comments, Jacobs will prepare and submit a written record of the comments received and the plan for addressing each item to ODOT and the City.

#### **2.4 Preparation of Right-of-Way Documents**

The City will prepare legal descriptions, exhibits and forms for permanent and temporary right-of-ways and utility easements required for the project.

#### **2.5 Utility Coordination**

Meetings will be held with the City, ODOT, and/or the utility companies regarding conflicts or potential conflicts at each of the fourteen (14) TSIP site locations. If coordination efforts can be conducted via telephone conversations (with written records) and/or email, face-to-face meetings may not be necessary. Any plan revision requirements from the utility companies will be incorporated into the 90% revised plans. No more than four (4) face-to-face utility coordination meetings are anticipated for this project.

### **3. Task 3: Final Plan Development**

#### **3.1 Preparation of 90% Final Review Plans**

The plans will be revised based on 60% Review Plan comments received from ODOT and the City and any required revisions from the utility companies. Additional detail may be necessary as the plans move toward final completion. Summary sheets and pay quantities and notes sheets will also be provided in accordance with current ODOT pay items and notes. A preliminary engineer's cost estimate will be provided with the submittal for review by ODOT and the City, prepared with ODOT's current *Estimator* catalogs.

#### **3.2 Final Field Review Meeting**

A final field review meeting will be held on a date to be agreed upon by ODOT and the City. Jacobs will attend the review meeting and take detailed notes on all topics discussed. Following the meeting, Jacobs will prepare meeting minutes to document key decisions, project discussions, and required changes to the plans.

#### **3.3 Preparation of Final PS&E Plans**

The plans will be revised based on 90% Final Review Plan comments received from ODOT and the City. Additional detail may be necessary as the plans are finalized. Summary sheets and pay quantities and notes sheets will also be provided in accordance with current ODOT pay items and notes. Final signed and sealed plans will be submitted for bidding purposes.

The engineer's cost estimate will be provided with the submittal for review by ODOT and the City, prepared with ODOT's current *Estimator* catalogs. Electronic files of the estimate will be provided.

## **4. Task 4: Bidding Phase Services**

### **4.1 Bidding Services**

The Oklahoma Department of Transportation will administer all bidding phase services for this project including preparation of bid documents, scheduling, advertising, notices, meetings, issuing addenda, and addressing bidder requests for information. Jacobs will not provide any services during the bidding phase.

### **4.2 Pre-Bid Meeting & Bid Opening Meetings**

Jacobs will not be required to attend the pre-bid meeting or the bid opening.

## **5. Task 5: Construction Phase Services**

### **5.1 Pre-Construction Meeting**

Jacobs will not be required to attend the pre-construction meeting.

### **5.2 Assistance during Construction**

The Oklahoma Department of Transportation will administer all construction phase services for this project including preparation of award letter, contracts, Notice to Proceed, scheduling, notices, meetings, issuing change orders, review of contractor pay requests and project schedule, inspections, and addressing contractor requests for information.

Jacobs will not provide any services during the construction phase.

Jacobs will attend the final project inspection and will prepare a memo of deficiencies observed and transmit to the City.

## **6. Task 6: Record Drawings**

### **6.1 Preparation of Record Drawings**

Following the project's construction, Jacobs will prepare record drawings based on plan mark ups provided by the City and/or ODOT. The record drawings will be submitted within three weeks (21 calendar days) of receipt of the mark ups.

## **7. Project Deliverables**

The following will be submitted to the City, or others as indicated, by Jacobs:

1. Meeting Minutes: A PDF copy of Meeting Minutes will be submitted in electronic format.
2. Design Memorandum: A PDF of the Draft Design Memorandum will be submitted for the City to review. A PDF and six (6) bound hard copies of the Final Design Memo will be submitted and approved by the City prior to beginning preliminary construction plans.
3. 30% Plan Submittal: Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A

combined PDF of the plans and preliminary cost estimate will be provided to both ODOT and the City.

4. NEPA Clearance: The NEPA checklist form and request letter will be submitted to ODOT's Environmental Program Division to start the environmental review/study process which will be performed by ODOT. Environmental study preparation and/or the preparation of any environmental permitting documents are not included in this contract.
5. Right-of-Way Plan (60%) Submittal: Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans and updated preliminary cost estimate will be provided to both ODOT and the City. Plans will be provided for review by nearby utility companies/owners.
6. 90% Plan Submittal: Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans and revised cost estimate will be provided to both ODOT and the City.
7. Final PS&E Plan Submittal: Eight (8) 11"x17" plan sets will be provided at this stage for ODOT's review. Two (2) 11"x17" plan sets will be provided for the City's review. A combined PDF of the plans, the final cost estimate, and any required special provisions will be provided to both ODOT and the City. DGN files of the final plans and the final Estimator files will be submitted to both ODOT and the City.
8. As-Built Plans: A combined PDF of the as-built plans will be provided to the City.

## **ADDITIONAL SERVICES**

The following items are not included under this agreement and will be considered as extra work as requested by the City:

1. Redesign for the City's convenience or due to changed conditions after previous alternate direction or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of utility relocations.
4. Utility potholing.
5. Construction materials testing.
6. Construction administration and inspection.
7. Preparation of front end sections of construction contract documents (prepared by ODOT).
8. Right-of-way acquisition details, documents, title reviews and appraisals.
9. Environmental reviews, studies, and/or documentation.

# ATTACHMENT “C” COMPENSATION

The CITY agrees to pay, as compensation for services set forth in Attachment B, the following fees, payable monthly as each Phase of the work progresses; and within 30 calendar days of receipt of invoice. ENGINEER shall submit monthly invoices based upon actual hours used and deliverables provided at the time of billing. (See Exhibit 3 – PROJECT Fee Schedule). Invoices shall be accompanied by such documentation as the CITY may require in substantiation of the amount billed.

## 1. TOTAL COMPENSATION

### TASK 1: DESIGN MEMORANDUM

For the work under Attachment “B” Task 1, Design Memorandum, a lump sum amount of Thirty Nine Thousand and 00/100 Dollars (\$ 37,500.00 ).

### TASK 2: PRELIMINARY PLAN DEVELOPMENT

For the work under Attachment “B” Task 2, Preliminary Plan Development, a lump sum amount of Twenty Five Thousand, Five Hundred and 00/100 Dollars (\$ 24,000.00 ).

### TASK 3: FINAL PLAN DEVELOPMENT

For the work under Attachment “B” Task 3, Final Plan Development, a lump sum amount of Nineteen Thousand, Five Hundred and 00/100 Dollars (\$ 18,000.00 ).

### TASK 4: BIDDING PHASE SERVICES

Bidding Phase Services are not included in the Scope of Services in Attachment “B”. Services of the Engineer requested by the City during the bidding phase shall be billed on an hourly plus expenses basis.

### TASK 5: CONSTRUCTION PHASE SERVICES

Construction Phase Services are not included in the Scope of Services in Attachment “B”. Services of the Engineer requested by the City during the construction phase shall be billed on an hourly plus expenses basis.

### TASK 6: RECORD DRAWINGS

For the work under Attachment “B” Task 6, Record Drawings, a lump sum amount of One Thousand and 00/100 Dollars (\$ 1,000.00 ).

### TOTAL FEE:

The total lump sum fee amount Eighty thousand, Five Hundred and 00/100 Dollars (\$ 80,500.00 ).

## **2. SUBCONSULTANTS and SUBCONTRACTORS**

Services of subcontractors and other professional consultants shall be compensated for based upon the percentage of the work completed at the time of billing. Compensation includes actual cost plus 5%. The cost of sub-consultants is included in the lump sum compensations for Task 1.

## **3. OTHER ENGINEERING SERVICES**

Other engineering services not included in the foregoing, when authorized in writing by the CITY as part of an executed Amendment to this agreement, shall be paid in accordance with the terms of such amendment.

## **4. TRAVEL REIMBURSEMENT**

The cost of travel and mileage expenses is included in the lump sum compensations for Tasks 1, 2, 3 & 6.

## **5. REPRODUCTION REIMBURSEMENT**

The cost of reproductions is included in the lump sum compensations for Tasks 1, 2, 3 & 6.

## **6. TERMINATED SERVICES**

If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination, plus any reasonable expenses related to the termination.



## **ATTACHMENT “D” PROJECT SCHEDULE**

The basic Scope of Work will be to provide engineering services necessary to prepare plans, specifications and bid package,

### **Project Schedule**

<b><u>Milestone/Meeting Description</u></b>	<b><u>Calendar Days</u></b>
Kick-Off Meeting	7 days from NTP
Submit Design Memorandum	14 days from NTP
Submit Preliminary Plans (30%)	28 days from Approval of Design Report
Submit Right-of-Way Plans (60%)	28 days from Preliminary Field review Meeting
Submit Final Review Plans (90%)	28 days from receipt of 60% Plan review comments
Submit Final PS&E Plans	14 days from receipt of Final Plan Field Review comments
Record Drawings	14 days from receipt of construction phase revision mark-ups



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

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

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

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To: Honorable Mayor and Council

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

Date: August 23rd, 2016

Subject: Discussion and consideration of awarding the bid to and entering into a contract with Holland Backhoe, Inc. in the amount of \$80,525.00 for the Blueridge Waterline Replacement Project.

Bids were received on August 9th, 2016 for the above referenced project. Staff recommends award of the bid to Holland Backhoe, Inc., which submitted the lowest and best bid meeting specifications in the amount of \$80,525.00. Attached are the bid tabulations for the five bids received for the project, plus the engineer's estimate. The funds for this project were designated as the Blueridge Water Line Replacement Project in the 178 Construction Loan Payment Fund.

Staff recommends awarding the bid to Holland Backhoe, Inc.

Patrick Menefee, P.E.  
City Engineer

PM:lkb

Attachments

Bid Tab: Blueridge Drive Waterline Replacement				Engineer's Est		Cimmaron Const.		Holland Backhoe		
	Unit	Qty	Unit Price	Est	Unit Price	Est	Unit Price	Est		
1	221(C) 2801	Temporary Silt Fence	LF	100	\$ 1.51	\$ 151.00	\$ 2.00	\$ 200.00	\$ 1.00	\$ 100.00
2	230(A) 2806	Solid Slab Sodding (*)	SY	880	\$ 5.00	\$ 4,400.00	\$ 2.00	\$ 1,760.00	\$ 6.00	\$ 5,280.00
3	303(A) 2100	Aggregate Base Type "A" (&)	CY	6	\$ 47.81	\$ 286.86	\$ 85.00	\$ 510.00	\$ 50.00	\$ 300.00
4	414	8" Concrete Roadway @	SY	25	\$ 90.00	\$ 2,250.00	\$ 100.00	\$ 2,500.00	\$ 100.00	\$ 2,500.00
5	609(A) 0300	Concrete Curb (6" Barrier-Integral) @ (*)	LF	10	\$ 9.11	\$ 91.10	\$ 25.00	\$ 250.00	\$ 75.00	\$ 750.00
6	610(A) 0602	4" Concrete Sidewalk (\$) (*)	SY	9	\$ 65.00	\$ 585.00	\$ 35.00	\$ 315.00	\$ 65.00	\$ 585.00
7	610(B) 0604	6" Concrete Driveway (&) (*)	SY	56	\$ 67.07	\$ 3,755.92	\$ 90.00	\$ 5,040.00	\$ 85.00	\$ 4,760.00
8	613(T) 1187	Standard Bedding Material, Class C	CY	100	\$ 55.23	\$ 5,523.00	\$ 35.00	\$ 3,500.00	\$ 13.00	\$ 1,300.00
9	616(A) 5121	6" DIP (Ductile Iron Pipe) (%)	LF	10	\$ 40.00	\$ 400.00	\$ 65.00	\$ 650.00	\$ 89.00	\$ 890.00
10	616(A) 5122	8" DIP (Ductile Iron Pipe) (%)	LF	20	\$ 45.00	\$ 900.00	\$ 70.00	\$ 1,400.00	\$ 95.00	\$ 1,900.00
11	616(B) 5225	8" C900 Waterline Pipe (%)	LF	660	\$ 37.50	\$ 24,750.00	\$ 65.00	\$ 42,900.00	\$ 35.00	\$ 23,100.00
12		Boring 8" C900 Waterline Pipe (^)	LF	125	\$ 45.00	\$ 5,625.00	\$ 85.00	\$ 10,625.00	\$ 50.00	\$ 6,250.00
13	616(D) 1070	6" Gate Valve	EA	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 925.00	\$ 925.00
14	616(G) 1195	Fire Hydrant and Assembly (4)	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,750.00	\$ 3,750.00
15	616(K) 0150	6" Solid Sleeve	EA	1	\$ 250.00	\$ 250.00	\$ 270.00	\$ 270.00	\$ 300.00	\$ 300.00
16	616(K) 0175	8" Solid Sleeve	EA	3	\$ 325.00	\$ 975.00	\$ 400.00	\$ 1,200.00	\$ 350.00	\$ 1,050.00
17	616(N) 0090	Service Connection (Short)	EA	7	\$ 725.00	\$ 5,075.00	\$ 600.00	\$ 4,200.00	\$ 625.00	\$ 4,375.00
18	616(N) 0092	Service Connection (Long)	EA	7	\$ 950.00	\$ 6,650.00	\$ 1,500.00	\$ 10,500.00	\$ 785.00	\$ 5,495.00
19		6" or 8" Cap for Waterline (>)	EA	3	\$ 450.00	\$ 1,350.00	\$ 700.00	\$ 2,100.00	\$ 625.00	\$ 1,875.00
20	616(O) 0300	8" X 11 1/4 Bend	EA	5	\$ 325.00	\$ 1,625.00	\$ 500.00	\$ 2,500.00	\$ 675.00	\$ 3,375.00
21	606(O) 0400	8" X 45 Degree Bend (@)	EA	4	\$ 375.00	\$ 1,500.00	\$ 500.00	\$ 2,000.00	\$ 285.00	\$ 1,140.00
22	616(T) 0570	8" X 8" X 6" Tee	EA	2	\$ 375.00	\$ 750.00	\$ 600.00	\$ 1,200.00	\$ 450.00	\$ 900.00
23	616(V) 0100	Hydrostatic Pressure Testing and Disinfection (5)	LS	1	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
24		Removal of Fittings	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 950.00	\$ 950.00
25	619(B) 4766	Removal of Concrete Driveway (&) (*)	SY	56	\$ 19.30	\$ 1,080.80	\$ 2.00	\$ 112.00	\$ 35.00	\$ 1,960.00
26	619(B) 4792	Removal of Sidewalk (\$) (*)	SY	9	\$ 15.26	\$ 137.34	\$ 5.00	\$ 45.00	\$ 75.00	\$ 675.00
27	619(B) 7220	Removal of Water Line (>)	LF	60	\$ 35.00	\$ 2,100.00	\$ 5.00	\$ 300.00	\$ 25.00	\$ 1,500.00
28	641 1399	Mobilization	LS	1	\$ 10,619.75	\$ 10,619.75	\$ 3,800.00	\$ 3,800.00	\$ 950.00	\$ 950.00
29	642(B) 0096	Construction Staking Level II (#)	LS	1	\$ 2,379.33	\$ 2,379.33	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00
30	880(J) 8905	Construction Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00	\$ 590.00	\$ 590.00
					<b>Total</b>	<b>\$ 92,310.10</b>	<b>Total</b>	<b>\$ 108,477.00</b>	<b>Total</b>	<b>\$ 80,525.00</b>
	303(A) 2100	Aggregate Base Type "A" (&)	CY	37	\$ 47.81	\$ 1,768.97	\$ 85.00	\$ 3,145.00	\$ 50.00	\$ 1,850.00
	610(B) 0604	6" Concrete Driveway (&) (*)	SY	336	\$ 67.07	\$ 22,535.52	\$ 90.00	\$ 30,240.00	\$ 85.00	\$ 28,560.00
		Boring 8" C900 Waterline Pipe (^)	LF	0	\$ 45.00	\$ -	\$ -	\$ -	\$ 50.00	\$ -
	619(B) 4766	Removal of Concrete Driveway (&) (*)	SY	336	\$ 19.30	\$ 6,484.80	\$ 2.00	\$ 672.00	\$ 35.00	\$ 11,760.00
					<b>Alt 1 Total</b>	<b>\$ 112,350.81</b>	<b>Alt 1 Total</b>	<b>\$ 126,247.00</b>	<b>Alt 1 Total</b>	<b>\$ 109,425.00</b>

Bid Tab: Blueridge Drive Waterline Replacement				SMC Utility Const		Sooner Site Utility		Marsau Enterprises	
	Unit	Qty	Unit Price	Est	Unit Price	Est	Unit Price	Est	
1 221(C) 2801	Temporary Silt Fence	LF	100	\$ 10.00	\$ 1,000.00	\$ 4.00	\$ 400.00	\$ 2.00	\$ 200.00
2 230(A) 2806	Solid Slab Sodding (*)	SY	880	\$ 8.00	\$ 7,040.00	\$ 4.00	\$ 3,520.00	\$ 5.00	\$ 4,400.00
3 303(A) 2100	Aggregate Base Type "A" (&)	CY	6	\$ 90.00	\$ 540.00	\$ 30.00	\$ 180.00	\$ 20.00	\$ 120.00
4 414	8" Concrete Roadway @	SY	25	\$ 450.00	\$ 11,250.00	\$ 200.00	\$ 5,000.00	\$ 150.00	\$ 3,750.00
5 609(A) 0300	Concrete Curb (6" Barrier-Integral) @ (*)	LF	10	\$ 140.00	\$ 1,400.00	\$ 100.00	\$ 1,000.00	\$ 20.00	\$ 200.00
6 610(A) 0602	4" Concrete Sidewalk (\$) (*)	SY	9	\$ 200.00	\$ 1,800.00	\$ 115.00	\$ 1,035.00	\$ 100.00	\$ 900.00
7 610(B) 0604	6" Concrete Driveway (&) (*)	SY	56	\$ 300.00	\$ 16,800.00	\$ 115.00	\$ 6,440.00	\$ 150.00	\$ 8,400.00
8 613(T) 1187	Standard Bedding Material, Class C	CY	100	\$ 90.00	\$ 9,000.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
9 616(A) 5121	6" DIP (Ductile Iron Pipe) (%)	LF	10	\$ 80.00	\$ 800.00	\$ 65.00	\$ 650.00	\$ 25.00	\$ 250.00
10 616(A) 5122	8" DIP (Ductile Iron Pipe) (%)	LF	20	\$ 90.00	\$ 1,800.00	\$ 75.00	\$ 1,500.00	\$ 35.00	\$ 700.00
11 616(B) 5225	8" C900 Waterline Pipe (%)	LF	660	\$ 30.00	\$ 19,800.00	\$ 41.00	\$ 27,060.00	\$ 17.00	\$ 11,220.00
12	Boring 8" C900 Waterline Pipe (^)	LF	125	\$ 70.00	\$ 8,750.00	\$ 110.00	\$ 13,750.00	\$ 100.00	\$ 12,500.00
13 616(D) 1070	6" Gate Valve	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
14 616(G) 1195	Fire Hydrant and Assembly (4)	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00
15 616(K) 0150	6" Solid Sleeve	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 425.00	\$ 425.00	\$ 750.00	\$ 750.00
16 616(K) 0175	8" Solid Sleeve	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 450.00	\$ 1,350.00	\$ 800.00	\$ 2,400.00
17 616(N) 0090	Service Connection (Short)	EA	7	\$ 1,500.00	\$ 10,500.00	\$ 650.00	\$ 4,550.00	\$ 500.00	\$ 3,500.00
18 616(N) 0092	Service Connection (Long)	EA	7	\$ 2,500.00	\$ 17,500.00	\$ 950.00	\$ 6,650.00	\$ 1,000.00	\$ 7,000.00
19	6" or 8" Cap for Waterline (>)	EA	3	\$ 500.00	\$ 1,500.00	\$ 250.00	\$ 750.00	\$ 500.00	\$ 1,500.00
20 616(O) 0300	8" X 11 1/4 Bend	EA	5	\$ 500.00	\$ 2,500.00	\$ 210.00	\$ 1,050.00	\$ 500.00	\$ 2,500.00
21 606(O) 0400	8" X 45 Degree Bend (@)	EA	4	\$ 500.00	\$ 2,000.00	\$ 245.00	\$ 980.00	\$ 500.00	\$ 2,000.00
22 616(T) 0570	8" X 8" X 6" Tee	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 385.00	\$ 770.00	\$ 750.00	\$ 1,500.00
23 616(V) 0100	Hydrostatic Pressure Testing and Disinfection (5)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
24	Removal of Fittings	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 250.00	\$ 250.00
25 619(B) 4766	Removal of Concrete Driveway (&) (*)	SY	56	\$ 60.00	\$ 3,360.00	\$ 15.00	\$ 840.00	\$ 50.00	\$ 2,800.00
26 619(B) 4792	Removal of Sidewalk (\$) (*)	SY	9	\$ 40.00	\$ 360.00	\$ 50.00	\$ 450.00	\$ 25.00	\$ 225.00
27 619(B) 7220	Removal of Water Line (>)	LF	60	\$ 15.00	\$ 900.00	\$ 50.00	\$ 3,000.00	\$ 10.00	\$ 600.00
28 641 1399	Mobilization	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 8,000.00	\$ 8,000.00
29 642(B) 0096	Construction Staking Level II (#)	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,250.00	\$ 1,250.00
30 880(J) 8905	Construction Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00
				<b>Total</b>	<b>\$ 148,600.00</b>	<b>Total</b>	<b>\$ 99,850.00</b>	<b>Total</b>	<b>\$ 88,165.00</b>
303(A) 2100	Aggregate Base Type "A" (&)	CY	37	\$ -	\$ -	\$ -	\$ -	\$ 18.00	\$ 666.00
610(B) 0604	6" Concrete Driveway (&) (*)	SY	336	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ 42,000.00
	Boring 8" C900 Waterline Pipe (^)	LF	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
619(B) 4766	Removal of Concrete Driveway (&) (*)	SY	336	\$ -	\$ -	\$ -	\$ -	\$ 35.00	\$ 11,760.00
				<b>Alt 1 Total</b>		<b>Alt 1 Total</b>		<b>Alt 1 Total</b>	<b>\$ 118,771.00</b>



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

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

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

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TO : Honorable Mayor and Council

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

DATE : August 23rd, 2016

SUBJECT : Discussion and consideration of entering into a project agreement for Federal-aid Project Number STP-155B(614)AG, State Job Number 24364(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$7,232,000.00 to widen S.E. 15th Street from Lynn Fry Boulevard to Anderson Road.

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The federal funds are needed in connection with the proposed widening of S.E. 15th Street from Lynn Fry Boulevard to Anderson Road. The proposed project includes sidewalk extensions and drainage improvements as well. The preliminary estimate for the total project cost is \$9,100,000. This project will be funded by 80% federal funds, 20% local match. The city will be required to contribute \$1,868,000 to ODOT to cover construction costs as required with the 20% local match provision.

Staff recommends approval.



Patrick Menefee, P.E.,  
City Engineer

PM:lkb

Attachment

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

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

**W I T N E S S E T H**

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

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

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

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

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

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

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

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

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

1. The City requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the City and **described as follows**:

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Let Month	Federal Amt.	Total Amt.
CITY STREET	04	OKLAHOMA	24364(04)	STP - 155B (614) AG	GRADE, DRAIN & SURFACE	WIDENING OF SE 15TH ST. BETWEEN LYNN FRY BLVD. AND ANDERSON RD. IN MIDWESTCITY	2017	10/2016	\$7,232,000	<b>\$9,100,000</b>

2. The City shall prepare, or cause to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
  
3. The City agrees that the furnished plans at the time of bidding, are at a minimum, in compliance with the current Oklahoma Department of Transportation Standard Specifications for Highway Construction.
  
4.
  - A. The City shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT's FHWA's Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the City shall, at its sole expense, maintain the project after construction.
  
  - B. The City shall keep all permanent right-of-way shown on said plans free from any encroachment and take timely action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
  
  - C. The City shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:
    1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
    2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
    3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the City if the project is located on the State Highway System.

D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

5. The City agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the City for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the City affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the City's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

6. A. The City certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The City shall be exclusively responsible for integrated ADA compliance planning for all City streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the City shall be included in the City's comprehensive compliance plans.

B. The CITY agrees to comply with the **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.

7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the



storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. The City agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
  - (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.
  - (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
  - (c) To prohibit parking on that portion of the project within the corporate limits of the City, except as may be indicated in the plans or hereafter approved by agreement with the Department. The City further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
  - (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
  - (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
  - (f) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
9. The City further agrees and warrants to the Department that, subsequent to the construction of said project, the City will:
  - a. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
    - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the City to any other point other than that which is approved by the Department prior to such removal.
    - 2) In the event there is no mutually agreed location for the reinstallation, the City will assume complete ownership of the equipment following removal if the

installation is ten (10) years old or older. If the installation is less than ten (10) years old and:

- a) In the event City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
  - b) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the City to notify the Department of any changes necessary to ensure safety to the traveling public.
  - c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
  - d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
  - e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
  - f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the City, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
  - g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
  - h. For any portion of the project encompassed under this agreement that is part of the State Highway System, the City shall maintain all that part of said project within the corporate limits of the City between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.

- i. On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
  - (1) The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
  - (2) Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - (3) Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

10. The City further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- a. The City will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- b. Upon completion of the construction of said project, the City will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the City.
- d. The City agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the City to any point other than which is approved by the Department prior to such removal.
- f. In the event there is no mutually agreed location for reinstallation, the City will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:

- 1) In the event the City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - 2) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The City agrees, affirms and warrants to the Department that the City will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
  12. The City agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.”
  13. The City agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
  14. To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the *Oklahoma Governmental Tort Claims Act*, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.
  15. Based on an estimated total construction cost of *Nine-Million-One-Hundred-Thousand-Dollars (\$9,100,000.00)*, it is agreed the project referenced above will be financed as follows:
    - Federal STP funds shall be used to finance 80% of the federally participating construction costs of *Seven-Million-Two-Hundred-Thirty-Two-Thousand-Dollars (\$7,232,000.00)*.
    - City funds provided by the City shall be provided to finance the balance of the eligible participating project construction costs, estimated at *One-Million-Eight-Hundred-Eight-Thousand-Dollars (\$1,808,000.00)*. The CITY shall also provide 100% of any federally

non-participating costs, estimated at Sixty-Thousand-Dollars (\$60,000.00). Total City funds are currently estimated at One-Million-Eight-Hundred-Sixty-Eight-Thousand-Dollars (\$1,868,000.00). The estimated City funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and receipt of the Department's invoice, prior to advertising the project for bid.

16. a) It is understood by the City and the Department that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs and federally non-participating costs incurred during construction.
  - b) The DEPARTMENT, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E. Actual supervision and inspection costs shall be charged to the project and financed as described in PARAGRAPH 15 of this agreement.
  - c) The City will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the City will be deducted from the total cost and a refund will be made by the Department to the City or additional funding will be requested from the City. The City agrees to make arrangements for payment of any Department invoice within 45 days of receipt.
17. It is understood by the City that only those DEPARTMENT administered funding sources specified in Paragraph 15 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the CITY. No STATE funds are allocated to this project.
  18. Upon approval of this Agreement and the plans, specifications and estimates by the City, Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.
  19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the City, provided that upon consultation with and agreement by the City, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The City shall have inspectors on the project site as the City determines necessary to ensure construction of the project to the satisfaction of the City and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the City's approved plans and specifications.

20. The City agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the City to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the City for its adjudged failure.
21. Failure by the City to fulfill its responsibilities under this Agreement will disqualify the City from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the City and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the City and the Department of this project, the City does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The City does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The City does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
  - a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
  - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
  - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
  - d. The Secretary determines that such termination is in the best interest of the State.

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

The City, on this \_\_\_\_ of \_\_\_\_\_, 20\_\_, and the Department on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The City of Midwest City,  
an Oklahoma Municipal Corporation

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division Manager

\_\_\_\_\_  
Director of Capital Programs

APPROVED AS TO FORM  
AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Deputy Director



**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**INVOICE**

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

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

To: The City of Midwest City

Department Invoice No 24364(04)  
August 9, 2016

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Let Month	Federal Amt.	Total Amt.
CITY STREET	04	OKLAHOMA	24364(04)	STP - 155B (614) AG	GRADE, DRAIN & SURFACE	WIDENING OF SE 15TH ST. BETWEEN LYNN FRY BLVD. AND ANDERSON RD. IN MIDWESTCITY	2017	10/2016	\$7,232,000	<b>\$9,100,000</b>

Description – Explanation of Charge	Quantity	Price Each	Total
Due Date: <u>Upon Receipt</u>			
Total Estimated Cost including Inspection Cost:			\$ 9,100,000.00
Less Federal Share			(\$ 7,232,000.00)
Less Sponsor Initial Deposit			(\$0.00)
Local Share Due			<u>\$ 1,868,000.00</u>
<b>Accounting Use Only</b>		<b>Invoice Total</b>	<b>\$ 1,868,000.00</b>

Distribution:

City  
Remit with Payment  
Division Project File  
Comptroller 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  
Charles Belk, Building Official  
GIS DIVISION  
Kathy Spivey, GIS Coordinator

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TO : Honorable Mayor and Council

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

DATE : August 23rd, 2016

SUBJECT : Discussion and consideration of entering into a project agreement for Federal-aid Project Number STP-255B(337)AG, State Job Number 31476(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$2,240,000.00 to resurface S.E. 15th Street from Midwest Boulevard to Oelke Drive.

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The federal funds are needed in connection with the proposed resurfacing S.E. 15th Street from Midwest Boulevard to Oelke Drive. The proposed project includes sidewalk extensions as well. The preliminary estimate for the total project cost is \$2,800,000. This project will be funded by 80% federal funds, 20% local match. The city will be required to contribute \$560,000 to ODOT to cover construction costs as required with the 20% local match provision.

Staff recommends approval.

Patrick Menefee, P.E.,  
City Engineer

PM:lkb

Attachment

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

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

**W I T N E S S E T H**

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

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

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

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

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

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

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

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

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

1. The City requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the City and **described as follows**:

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Let Month	Federal Amt.	Total Amt.
CITY STREET	4	OKLAHOMA	31476(04)	STP - 255B (337) AG	RESURFACE	MIDWEST BLVD/S.E. 15TH INT W TO OELKE DR RESURFACE, BUILD SIDEWALK	2017	10/2016	\$2,240,000	<b>\$2,800,000</b>

2. The City shall prepare, or cause to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
  
3. The City agrees that the furnished plans at the time of bidding, are at a minimum, in compliance with the current Oklahoma Department of Transportation Standard Specifications for Highway Construction.
  
4.
  - A. The City shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT's FHWA's Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the City shall, at its sole expense, maintain the project after construction.
  
  - B. The City shall keep all permanent right-of-way shown on said plans free from any encroachment and take timely action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
  
  - C. The City shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:
    1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
    2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
    3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the City if the project is located on the State Highway System.

D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

5. The City agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the City for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the City affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the City's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

6. A. The City certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The City shall be exclusively responsible for integrated ADA compliance planning for all City streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the City shall be included in the City's comprehensive compliance plans.

B. The CITY agrees to comply with the **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.

7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the

storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. The City agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
  - (a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.
  - (b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
  - (c) To prohibit parking on that portion of the project within the corporate limits of the City, except as may be indicated in the plans or hereafter approved by agreement with the Department. The City further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
  - (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
  - (e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
  - (f) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.
9. The City further agrees and warrants to the Department that, subsequent to the construction of said project, the City will:
  - a. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
    - 1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the City to any other point other than that which is approved by the Department prior to such removal.
    - 2) In the event there is no mutually agreed location for the reinstallation, the City will assume complete ownership of the equipment following removal if the

installation is ten (10) years old or older. If the installation is less than ten (10) years old and:

- a) In the event City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
  - b) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the City to notify the Department of any changes necessary to ensure safety to the traveling public.
  - c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
  - d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
  - e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
  - f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the City, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
  - g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
  - h. For any portion of the project encompassed under this agreement that is part of the State Highway System, the City shall maintain all that part of said project within the corporate limits of the City between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.

- i. On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
  - (1) The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
  - (2) Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - (3) Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

10. The City further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- a. The City will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- b. Upon completion of the construction of said project, the City will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the City.
- d. The City agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the City to any point other than which is approved by the Department prior to such removal.
- f. In the event there is no mutually agreed location for reinstallation, the City will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:



- 1) In the event the City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - 2) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The City agrees, affirms and warrants to the Department that the City will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
12. The City agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, “Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.”
13. The City agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
14. To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the *Oklahoma Governmental Tort Claims Act*, 51 O.S. § 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.
15. Based on an estimated total construction cost of Two-Million-Eight-Hundred-Thousand-Dollars (\$2,800,000.00), it is agreed the project referenced above will be financed as follows:
  - Federal STP funds shall be used to finance 80% of the federally participating construction costs of Two-Million-Two-Hundred-Forty-Thousand-Dollars (\$2,240,000.00).
  - City funds provided by the City shall be provided to finance the balance of the eligible participating project construction costs, estimated at Five-Hundred-Sixty-Thousand-Dollars (\$560,000.00). The CITY shall also provide 100% of any federally non-participating costs,

estimated at Zero-Dollars (\$0.00). Total City funds are currently estimated at Five-Hundred-Sixty-Thousand-Dollars (\$560,000.00). The estimated City funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and receipt of the Department's invoice, prior to advertising the project for bid.

16. a) It is understood by the City and the Department that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs and federally non-participating costs incurred during construction.
  - b) The DEPARTMENT, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E. Actual supervision and inspection costs shall be charged to the project and financed as described in PARAGRAPH 15 of this agreement.
  - c) The City will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the City will be deducted from the total cost and a refund will be made by the Department to the City or additional funding will be requested from the City. The City agrees to make arrangements for payment of any Department invoice within 45 days of receipt.
17. It is understood by the City that only those DEPARTMENT administered funding sources specified in Paragraph 15 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the CITY. No STATE funds are allocated to this project.
  18. Upon approval of this Agreement and the plans, specifications and estimates by the City, Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.
  19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the City, provided that upon consultation with and agreement by the City, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The City shall have inspectors on the project site as the City determines necessary to ensure construction of the project to the satisfaction of the City and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the City's approved plans and specifications.

20. The City agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the City to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the City for its adjudged failure.
21. Failure by the City to fulfill its responsibilities under this Agreement will disqualify the City from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the City and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the City and the Department of this project, the City does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The City does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The City does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
  - a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
  - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
  - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
  - d. The Secretary determines that such termination is in the best interest of the State.

REMAINDER OF PAGE INTENTIONALLY BLANK

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

The City, on this \_\_\_\_ of \_\_\_\_\_, 20\_\_, and the Department on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The City of Midwest City,  
an Oklahoma Municipal Corporation

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST:

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

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division Manager

\_\_\_\_\_  
Director of Capital Programs

APPROVED AS TO FORM  
AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Deputy Director

**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

**INVOICE**

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

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

To: The City of Midwest City

Department Invoice No 31476(04)  
August 9, 2016

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Let Month	Federal Amt.	Total Amt.
CITY STREET	4	OKLAHOMA	31476(04)	STP - 255B (337) AG	RESURFACE	MIDWEST BLVD/S.E. 15TH INT W TO OELKE DR RESURFACE, BUILD SIDEWALK	2017	10/2016	\$2,240,000	<b>\$2,800,000</b>

Description – Explanation of Charge	Quantity	Price Each	Total
Due Date: <u>Upon Receipt</u>			
Total Estimated Cost including Inspection Cost:			\$ 2,800,000.00
Less Federal Share			(\$ 2,240,000.00)
Less Sponsor Initial Deposit			(\$0.00)
Local Share Due			<u>\$ 560,000.00</u>
<b>Accounting Use Only</b>		<b>Invoice Total</b>	<b>\$ 560,000.00</b>

Distribution:

City  
Remit with Payment  
Division Project File  
Comptroller Division



## Memorandum

To: Honorable Mayor and Council

From: Vaughn Sullivan, Community Services Director

Date: August 23, 2016

Subject: Discussion and consideration of amending the interlocal cooperation agreement and lease agreement between the Oklahoma Capital Improvements Authority, Oklahoma Tourism and Recreation Department and City of Midwest City, changing the Midwest City Travel Information Center current Sunday hours of 8:30 a.m. to 5:00 p.m. to 12:00 p.m. to 5:00 p.m.

In 1997, the City of Midwest City entered into an interlocal cooperation agreement and lease agreement between the Oklahoma Capital Improvements Authority and Oklahoma Tourism and Recreation Department to lease and operate the Midwest City Travel Information Center (TIC), formerly known as the Midwest City Welcome Center.

Recently, in an effort to reduce operational costs, TIC staff was consulted about finding operational efficiencies, and immediately staff theorized that closing on Sunday morning was a logical choice for savings. Staff believed closing on Sunday morning would save on utility and labor costs without compromising the high standard of quality services provided to the traveling public.

The original 1997 lease agreement stipulates the hours of operation for the TIC as 8:30 a.m. to 5:00 p.m. seven days a week. The original hours of operation have served the travelling public well with one exception, the TIC staff believed the lack of patrons on Sunday mornings did not justified opening the center. However, the TIC staff had no documentation to prove the lack of patrons on Sunday mornings. Consequently, in August of 2015, Sunday staff began tracking the number of visitors to the center before noon. The data collected over the past 12 months clearly bears the burden of proof (see the daily report attached). When you examine the data you find that only seven times in 12 months a high total of three patrons were achieved, most of those instances comprised three people of the same family. The majority of Sunday mornings had zero visitors before noon. According to Sunday staff, most of those who visited our TIC Sunday mornings only needed to use the restroom. Staff believes the data clearly supports adjusting the Sunday hours from opening at 8:30 a.m. to opening at 12:00 p.m. and the Oklahoma Tourism and Recreation Department agrees.

Staff recommends approval.

*Vaughn K. Sullivan*

Vaughn K. Sullivan  
Community Services Director

Attachment: Original interlocal cooperation agreement and lease agreement between the Oklahoma Capital Improvements Authority, Oklahoma Tourism and Recreation Department and City of Midwest City

Addendum

Daily Visitor Report



**Sunday Travelers before Noon**  
**Began tracking 08/16/2015 through 07/03/16**

Sunday Travelers		Sunday Travelers	
Date	Before Noon	Date	Before Noon
08/16/15	3	01/31/16	3
08/23/15	0	02/07/16	0
08/30/15	3	02/14/16	3
09/06/15	3	02/21/16	1
09/13/15	3	02/28/16	2
09/20/15	0	03/06/16	0
09/27/15	3	03/13/16	0
10/04/15	1	03/20/16	0
10/11/15	2	03/27/16	0
10/18/15	1	04/03/16	0
10/25/15	0	04/10/16	0
11/01/15	0	04/17/16	0
11/08/15	0	04/24/16	2
11/15/15	0	05/01/16	1
11/22/15	0	05/08/16	0
11/29/15	0	05/15/16	2
12/06/15	0	05/22/16	2
12/13/15	0	05/29/16	0
12/20/15	0	06/05/16	2
12/27/15	0	06/12/16	1
01/03/16	3	06/19/16	0
01/10/16	0	06/26/16	1
01/17/16	3	07/03/16	1
01/24/16	3		

**FILED**

**INTERLOCAL COOPERATION AGREEMENT  
 AND LEASE AGREEMENT BETWEEN  
 OKLAHOMA CAPITOL IMPROVEMENT AUTHORITY  
 OKLAHOMA TOURISM AND RECREATION DEPARTMENT  
 AND THE CITY OF MIDWEST CITY**

**MAY 27 1997**

**OKLAHOMA SECRETARY  
OF STATE**

THIS AGREEMENT is made and entered into on this 5<sup>th</sup> day of May, 1997, by and between the Oklahoma Capitol Improvement Authority ("OCIA"), the Oklahoma Tourism and Recreation Department ("OTRD") and the City of Midwest City ("City").

WITNESSETH

WHEREAS, OCIA, OTRD and City have determined to cooperate with respect to the i) leasing of real property owned by City and ii) operation of the Midwest City Welcome Center; and

WHEREAS, this Agreement is entered into pursuant to the Oklahoma Interlocal Cooperation Act, 74 O.S.1991 § 1001, et seq., as amended; and

WHEREAS, \$500,000.00 in funds for the construction of the Midwest City Welcome Center was included in the OCIA State Agency Facility Revenue Bonds, Series 1995 (the "bond issue") pursuant to the provisions of Title 73, Oklahoma Statutes 1991, Section 151 et seq., inclusive, as amended, specifically by Senate Bill No. 538 of the First Regular Session of the Forty-fifth Legislature of the State of Oklahoma; and

WHEREAS, OCIA and OTRD have entered into a Lease Agreement for the purpose of designing, constructing, equipping, occupying, and maintaining, in part, the Midwest City Welcome Center; and

WHEREAS, the Lease Agreement entered into between OCIA and OTRD further provides, in part, that the Midwest City Welcome Center shall be owned by OCIA until December 1, 2010, or until all indebtedness of the OCIA incurred in connection with the bond issue is paid or provision for payment thereof has been made, whichever occurs first, at which time OCIA shall transfer all right, title, and interest in the Midwest City Welcome Center to OTRD; and

WHEREAS, the Lease Agreement entered into between OCIA and OTRD further provides, in part, for the payment of rent to OCIA from OTRD; and

WHEREAS, the Lease Agreement entered into between OCIA and OTRD further provides, in part, that OTRD shall not assign or sublease any portion of the Lease Agreement without first obtaining the written approval of OCIA; and

WHEREAS, this Agreement evidences such necessary written approval from OCIA; and

RETURN NOTARIAL MAIL TO  
 NAME Gretchen Zumwalt, Asst. Attorney General  
 ADDRESS 2000 N. Lincoln, Suite 112  
 CITY & STATE Oklahoma City, OK 73105-4894

DOC NUMBER 97087477  
 BOOK 7109  
 PAGES 104 - 110  
 TIME 11:43:40  
 FEE 20.00  
 07/08/1997  
 Carolynn Caudill  
 Oklahoma County Clerk  
 RECORDED AND FILED

*Vj*

WHEREAS, in addition to the proceeds from the OCIA bond issue, Senate Bill 816 appropriated \$150,000.00 to OTRD for the construction of the Midwest City Welcome Center; and

WHEREAS, City has agreed to participate with OCIA and OTRD by providing real property for the site of the Midwest City Welcome Center; and

WHEREAS, City has represented to OCIA and OTRD that it holds good and clear title to the real property leased herein and that it has received approval from the United States of America to locate a tourist information center on the real property leased herein; and

WHEREAS, City has agreed to operate and maintain the Midwest City Welcome Center; and

WHEREAS, City has agreed to participate with OCIA and OTRD by providing certain site improvements for the Midwest City Welcome Center.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. For good and valuable consideration, City agrees to lease to the State of Oklahoma, OCIA and OTRD the following described real property for an initial term of twenty-five (25) years with said term beginning May 1, 1997:

A tract of land located between S.E. 29th Street (former State Highway No. 3) and Interstate Highway No. 40 lying in the North Half (N/2) of the Northwest Quarter (NW/4) of Section 15, T11N, R2W of the I.M., Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at the Northwest Corner (NW/C) of said North Half (N/2), Northwest Quarter (NW/4); Thence South along the west line of said North Half (N/2), Northwest Quarter (NW/4) a distance of 60.33 feet and S89 56'48"E and parallel to the north line of said North Half (N/2), Northwest Quarter (NW/4) a distance of 1508.18 feet to the point or place of beginning, said point being on the present south right-of-way line of S.E. 29th Street (former State Highway No. 3); Thence continuing S89 56'48"E along said right-of-way line a distance of 535.92 feet; Thence S11 20'33"W a distance of 183.50 feet to a point on the north right-of-way line of Interstate Highway No. 40; Thence N89 56'48"W along said north right-of-way line a distance of 500.00 feet; Thence N00 03'12"E a distance of 179.95 feet to the point or place of beginning containing 93,206.876 feet or 2.1397 acres more or less. (The "Premises").

After the initial term of twenty-five (25) years, this lease agreement shall be subject to renewal for five (5) successive five (5) year periods at the option of OTRD, such option to be exercised in writing not less than six (6) months prior to the expiration of the current term. In the event of cancellation or termination of this Agreement prior to the entire fifty (50) year period, the improvements (including but not limited to the Midwest City Welcome Center building) shall become the property of OCIA or OTRD depending on the date of termination or cancellation, and the improvements may be operated, modified or disposed of as OCIA/OTRD determines in its sole discretion. In the event this Agreement remains in effect for the entire fifty (50) year period, OTRD and Midwest City hereby agree to negotiate at that time a new Agreement to provide for the continued ownership, operation and maintenance of the Midwest City Welcome Center.

2. OTRD, on behalf of OCIA, agrees to construct the Midwest City Welcome Center on the premises. All architectural work, design work and construction plans for the Midwest City Welcome Center building shall be prepared at the sole cost and expense of OTRD. The costs of the design (estimated at \$50,000.00), construction and furnishings (estimated at \$600,000.00) for the Midwest City Welcome Center shall be borne by OTRD up to a maximum of \$650,000.00 from proceeds of the OCIA bond issue or other available funds of OTRD. Any other improvements to the Midwest City Welcome Center desired by City shall be paid for by City.

3. City agrees to provide site improvements on the above-described real property including, but not limited to, points of ingress and egress, asphalt and concreted striped parking, curbing, guttering, sidewalks, signage (both on site and highway), landscaping and lawn irrigation system, and exterior lighting. Further, City agrees to incur all expenses associated with providing sufficient water, sewer and electrical lines necessary for the operation of the facility including engineering and design services if necessary. Specifically, the water and sewer services shall be connected to stub outs five (5) feet from the building and electrical service shall be connected to the meter located on the Midwest City Welcome Center. Currently existing amenities including but not limited to two (2) picnic tables, covered information kiosk, monument with possible time capsule and four (4) foot rail fences will be removed/relocated by Midwest city.

4. Upon completion of the facility, City agrees to operate and maintain the interior and exterior of the Midwest City Welcome Center. Such responsibility shall include, but not be limited to, the following:

- City shall pay all utility costs;
- City shall maintain to the satisfaction of OTRD all interior and exterior building needs (including, but not limited to, replacement of light bulbs, plumbing and

- electrical repairs), exterior landscaping, lawn and parking lot;
- City shall employ personnel necessary to operate and maintain the Midwest City Welcome Center including sufficient personnel to staff the Midwest City Welcome Center during its hours of operation;
- City shall collect and dispose of trash at its own expense;
- City shall ensure that the Midwest City Welcome Center's hours of operation shall be as follows:  
At least 8:30 a.m. - 5:00 p.m. daily except for Thanksgiving Day and Christmas Day. The Midwest City Welcome Center may be closed only on Thanksgiving Day and Christmas Day.
- City shall maintain insurance or be self-insured, including worker's compensation insurance, for all employees of the facility;
- City shall maintain, monitor, and bear all expenses of the fire and burglar alarm systems;
- City shall be responsible for training facility staff in accordance with OTRD's standards for Welcome Center employees. City shall ensure that all staff employees/volunteers participate in OTRD's annual training session(s) for Welcome Center employees and attend all training and/or events requested by OTRD. All costs associated with such training shall be borne by City.

5. City shall maintain and operate the facility to the satisfaction of OTRD. OTRD shall have the authority to establish rules and regulations for the facility which shall be adhered to by City. In the event OTRD is dissatisfied with the maintenance or operation of the facility, OTRD may terminate this Agreement to the extent City operates and maintains the facility by giving City thirty (30) days written notice. In such event, only the portion(s) of this Agreement which relates to the operation and maintenance of the facility shall be terminated. All other portions, including the real property lease provisions, shall remain in full force and effect.

6. In the event City utilizes volunteers to staff the facility, City shall pay all worker's compensation premiums and liability insurance necessary, or be self-insured, and agrees to indemnify and hold the State of Oklahoma (including OCIA and OTRD) harmless from any claim or dispute arising out of the use of such volunteers.

7. Movable equipment and fixtures placed in the Midwest City Welcome Center by OTRD shall, at all times, including upon expiration or termination of the lease, remain the property of OTRD. City agrees to cooperate and assist with annual inventories of movable equipment and fixtures as required by OTRD.

8. City agrees to utilize the Midwest City Welcome Center only for the purposes as stated in 74 O.S.Supp.1995, §1813(A)(9) which provides in part:

The state-of-the-art welcome centers shall include, when feasible and necessary to effectuate the provisions of subsection C of Section 1863 of this title, restaurant or concession areas, recreational vehicle utility hook-ups and overnight parking areas, multimedia information displays, telecommunications centers, and such other technological accoutrements necessary to aid the traveler in obtaining up-to-date hotel and motel reservation information; weather and road conditions; route information, and community and state, public or private tourist attraction and event information.

9. City shall not sublease or assign any portion of the facility to any public or private entity without the express written consent of OCIA and OTRD. Further, City shall not allow any public or private entity to occupy any portion of the facility without the express written consent of OCIA and OTRD.

10. The Midwest City Welcome Center will be available for advertising purposes to all persons, firms, corporations, partnerships and associations at a rental rate and upon the terms and conditions to be set by OTRD. OTRD shall have the sole and exclusive right to prepare, alter, maintain and in any way change the advertising and promotional materials contained in the Midwest City Welcome Center.

11. City agrees to comply with all local, municipal, city, county, State and Federal laws, rules, regulations, and codes.

12. This Agreement may be terminated by any party hereto upon thirty (30) days prior written notice to the other parties. For purposes of this provision, the following addresses shall serve as the party's addresses:

OCIA  
Attn: Director of the  
Department of Central Services  
Room 104  
State Capitol  
2300 N. Lincoln Blvd., Suite 104  
Oklahoma City, OK 73105

OTRD  
Attn: Executive Director  
P.O. Box 52002  
Oklahoma City, OK  
73152-2002

City of Midwest City  
Attn: City Clerk  
100 N. Midwest Blvd.  
P.O. Box 10570  
Midwest City, OK 73140

13. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

ATTEST:

Secretary

Oklahoma Capitol Improvement Authority  
*Paula M. Wason*  
Chairman Secretary

ATTEST:

*Janet E. Crave*  
Secretary

Oklahoma Tourism and Recreation Department  
*Edward Cook*  
Edward Cook,  
Executive Director

ATTEST:

*James M. [unclear]*  
City Clerk

City of Midwest City  
*Eddie O. Reed*  
Eddie O. Reed, Mayor  
City of Midwest City

Pursuant to 74 O.S. § 1004(f), this Interlocal Cooperation Agreement was forwarded on the 12<sup>th</sup> day of May, 1997 to the Office of the Attorney General for approval. In the event the Office of the Attorney General fails to disapprove the Agreement within sixty (60) days from such date, the Agreement shall be deemed approved. See, 74 O.S. 1991 § 1004(f).

*W.A. "Drew" Edmondson*

APPROVED:

W.A. "DREW" EDMONDSON, ATTORNEY GENERAL  
STATE OF OKLAHOMA

By: Assistant Attorney General

## Addendum to Agreement

An Agreement was made by and between the Oklahoma Capitol Improvement Authority (OCIA), the Oklahoma Tourism and Recreation Department (OTRD) and the City of Midwest City on the 5<sup>th</sup> day of May, 1997, set forth below.

WHEREAS, the parties wish to modify the terms of the original stated agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated agreement.

Modification Item 1: Change current hours of operation on Sundays from 8:30 am to 5:00 pm to 12:00 pm to 5:00 pm.

The parties reaffirm no other terms or conditions of the above mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of this here stated addendum.

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

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JENNIFER MULLINS, Travel Promotion Director  
Oklahoma Tourism & Recreation Department

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CLAUDIA CONNER, Deputy Secretary of Tourism & General Counsel  
Oklahoma Tourism & Recreation Department

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MATTHEW D. DUKES II, Mayor  
City of Midwest City





## Memorandum

To: Honorable Mayor and Council

From: Vaughn Sullivan, Community Services Director

Date: August 23, 2016

Subject: Discussion and consideration of renewing the lawn maintenance contract with the Metropolitan Library System in the total amount of \$6,000.00 for FY 2016/2017.

The Metropolitan Library System has agreed to renew its lawn maintenance contract with the city, for FY 2016/17 in the total annual amount of \$6,000.00. This contract reflects a \$500.00 increase in the annual contract amount. This is the first prices increase since FY 2012/13.

The City has been performing the lawn maintenance for the library under this contract throughout my tenure. This contract provides for a consistent municipal complex campus appearance. The reimbursement amount will offset a portion of the Street Department's costs associated with performing those landscape maintenance tasks called out in the contracts scope.

Staff recommends approval.

Vaughn K. Sullivan  
Community Services Director

Attachment: Library Lawn Maintenance Agreement

**METROPOLITAN LIBRARY COMMISSION OF OKLAHOMA COUNTY  
CONTRACT  
ANNUAL LAWN MAINTENANCE SERVICE FOR THE MIDWEST CITY LIBRARY**

This contract and agreement, is hereby made and entered into on this 27<sup>th</sup> day of July 2016, between the Metropolitan Library Commission of Oklahoma County, 300 Park Avenue, Oklahoma City, OK 73102, hereinafter termed "Library", and the City of Midwest City, 100 N. Midwest Blvd., Midwest City, OK 73110, hereinafter termed "City".

Whereas, the Library requires annual services to provide for the upkeep and beautification of the grounds, lawn, green areas, flower beds, plants and trees which are located at and around the Midwest City Library of said Library, and;

Whereas, the City is willing and able to provide such upkeep and beautification on mutually agreeable terms and conditions,

Now, therefore; for and in consideration of the mutual agreements and covenants herein contained, the parties to this contract have hereby agree as follows:

1. The City, by and through its departments and employees, shall during the terms of this contract, maintain the grounds, lawn, green areas, flower beds, plants and trees which are located at and around the Midwest City Library and to such end shall undertake the following acts: mowing of the grasses, edging, trimming, weed control, fertilization and similar maintenance and beautification activities. The parties understand that the City shall exercise its independent judgment and discretion in achieving the purpose of this contract.
2. The Library in return for the above services, shall pay over to the City, the sum of six thousand dollars and no cents (\$6,000.00) as compensation for this undertaking described in paragraph 1, during the terms of this contract.
3. The terms of this contract shall commence on or about July 1, 2016 and shall be a one (1) year contract, expiring on June 30, 2017. This contract may be renewed indefinitely providing the terms and conditions are mutually agreeable to both parties.
4. The City shall contact C u r t i s s R a y, the Director of Facilities Maintenance, 830-8095, regarding specific lawn maintenance questions and scheduling of lawn maintenance services.
5. This instrument constitutes the entire agreement of the parties and incorporates all negotiations and terms. No modifications or alteration shall be valid unless submitted in writing, signed by both parties and attached hereto.

In consideration of the covenants and agreements hereof being strictly performed and kept by the City, the Library agrees to make one annual payment in full upon receipt of an invoice.

**Metropolitan Library Commission of Oklahoma County**

\_\_\_\_\_  
Tim Rogers, Executive Director

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

**City of Midwest City**

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

Printed Name: Matthew D. Dukes, II \_\_\_\_\_

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

Date: August 09, 2016 \_\_\_\_\_



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

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: August 23, 2016

SUBJECT: Discussion and consideration of renewing an agreement with CoxCom, LLC. in the amount of \$137.94 per month, including surcharges, for the Cox cable modem that provides internet service for the City.

The cable modem provides for internet service to the City wireless access points and is used as a backup to the Cox fiber. This renewal will increase our internet download speed to 25 Mbps and our upload speed to 5 Mbps. Entering into this agreement will also decrease our current monthly rate of \$244.95 to \$137.94 saving \$107.01 per month.

Staff recommends approval.

Ryan Rushing, Information Technology Director



<b>Cox Account Rep:</b>	Laura Matthews - 52758	<b>Cox System Address:</b>	
<b>Phone Number:</b>	4052862953		6301 Waterford Boulevard, Suite 200
<b>Fax Number:</b>	877.873.7870		Oklahoma City, OK 73118

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	City of Midwest City - City Hall	<b>Full Name:</b>	
<b>Street Address:</b>	100 N MIDWEST BLVD	<b>Billing Contact:</b>	405-732-2281
<b>City/State/Zip:</b>	Midwest City, Oklahoma 73110	<b>Fax:</b>	405-739-1247
<b>Billing Address:</b>		<b>Contact Number:</b>	
<b>City/State/Zip:</b>		<b>Email Address:</b>	
<b>Cox Account #:</b>	131-0510752-02, 131-0557368-01		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
CBI 25 - 25 Mbps x 5 Mbps	0	1	\$124.95	36	\$124.95	
Static IP Address - 4 Additional	0	1	\$8.00	M-M	\$8.00	
Free Access to Cox WiFi/Cable WiFi Hotspots Nationwide	0	1	\$0.00	36	\$0.00	
CBI Modem	0	1	\$4.99	M-M	\$4.99	
-Cox Business Online Backup 25GB (\$300 Annual Value)	0	1	\$0.00	36	\$0.00	
-Cox Business Security Suite 25 Licenses (\$300 Annual Value)	0	1	\$0.00	36	\$0.00	
Regular Install Fee	0	1	\$0.00			\$0.00
Money Back Guarantee	0	1	\$0.00			\$0.00
<b>Totals:</b>					\$137.94	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are purchasing Dedicated Service Facilities.		Merge Bill
<input type="checkbox"/>	For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	No

**Special Conditions**  
 Notwithstanding anything to the contrary contained in this Agreement, Cox and Customer acknowledge that this Agreement is a three year agreement that consists of three separate one-year renewal terms

**Promotion Details**  
 - Thank you for your business! As a valued Cox Business Customer, we would like to offer additional services to help your business grow. Cox Media consultants provide media solutions to help reach your audience more effectively and efficiently with advanced cable and digital advertising products. Call toll free 1-855-MEDIAMX (1-855-633-4269) or mediamx@coxmedia.com today for more information.  
 - Customer who is not satisfied with a Cox Business Internet, Cox Business VoiceManager or Cox Business Television Service may be entitled to a refund of up to the first forty-five (45) days of the monthly recurring charges for that Service, plus applicable taxes and surcharges. To qualify for this refund, the Customer must notify Cox Business in writing within 30-days of installation of the applicable Service that the Customer is exercising its rights under this 30-Day Satisfaction Guarantee to terminate that Service. If the Customer chooses to terminate such Service at that time, Cox will waive the early termination fees associated with the qualifying terminated Service(s). The refund excludes Service activations requiring construction or installation costs incurred by Cox in excess of \$300. The refund excludes all local and long distance usage charges which Customer shall be required to pay, and all taxes and fees associated with such usage charges. A Customer may obtain this refund only once for each applicable Cox Service. All Cox equipment rented or used by the Customer must be returned to Cox in good condition prior to any refunds or credits being issued.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. To review Cox's Internet Service Disclosures, please visit [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures).

<b>Customer Authorized Signature</b>	<b>CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature</b>
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

**1. Tariffs/Service Guide** If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, non-recurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

**2. E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

**3. Service Start Date and Term** This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**4. Termination** Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms,

Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

**5. Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**6. Service and Installation** Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

**7. E-Rate Customers** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

**8. General Terms** The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**9. LIMITATION OF LIABILITY** COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

**10. WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**11. Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

**MEMORANDUM**

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director


DATE: August 23, 2016

SUBJECT: Discussion and consideration of passing and approving a resolution authorizing the purchase and installation of Avigilon equipment under Oklahoma County's renewed CW15012 contract with Digi Security Systems, LLC.

In 2012, the city standardized on the Avigilon system as their preferred digital video recording system. We currently operate five Avigilon camera servers recording more than 100 video streams in several different locations including the Jail, City Hall, Court, Police, Water Plant, Gun Range, and Pool. We also utilize Avigilon's Access Control System which provides for access control to many areas of the City Hall building. When the digital camera system was installed, a decision was made to migrate our older analog cameras to the new system in an attempt to save money. Staff has developed a plan to replace the aging and failing analog cameras with their digital equivalence as well as address current gaps in coverage at the City Hall complex. Staff will also implement a new digital camera systems at Neighborhood Services, Neighborhoods-In-Action, and the John Conrad Golf Course.

Under the provisions of Section 2-118 of the Midwest City Code, which states, "Every contract for purchase of supplies, materials or equipment exceeding twenty-five thousand dollars (\$25,000.00) shall be purchased from the lowest and best bidder after due notice inviting bids by this city **or any other political subdivision in the state with similar or more stringent bidding requirements . . .**," the best pricing found was by using the Oklahoma County contract which was renewed on September 15, 2015 and originally bid in October of 2014 for a thirty-two (32) percent discount off list price. The cost of the Avigilon equipment using the vendor on the Oklahoma County contract CW15012 will be an amount not to exceed the budgeted \$72,000.00 which was approved in the 2015-2016 budget.

Staff recommends approval.



---

Ryan Rushing, Information Technology Director

Attachments

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF AVIGILON EQUIPMENT UNDER OKLAHOMA COUNTY'S RENEWED 2014-2015 CONTRACT WITH DIGI SECURITY SYSTEMS, LLC.**

**WHEREAS**, it is necessary that the City of Midwest City purchase Avigilon equipment including accessories, equipment, software, and maintenance; and

**WHEREAS**, Oklahoma County, after providing ample opportunity for competitive bidding as required by Oklahoma County's Purchasing and Bid Regulations and the City of Midwest City's Charter, awarded a contract for Avigilon equipment to Digi Security Systems, LLC. for fiscal year 2014-2015 and renewed the contract on September 21, 2015; and

**WHEREAS**, Digi Security Systems, LLC. is a reputable and stable company that can provide reliable equipment needed by the City of Midwest City; and

**WHEREAS**, Digi Security Systems, LLC. has indicated a willingness to charge the City of Midwest City the same or a lower price for Avigilon equipment it purchases and their installment as is charged to Oklahoma County for similar equipment;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Midwest City:

1. That it accepts and adopts Oklahoma County's bid for Avigilon equipment under the same terms and conditions;
2. That the City of Midwest City hereby awards the bid for Avigilon equipment for fiscal year 2016-2017 to Digi Security Systems, LLC.; and
3. That, it being immediately necessary for the preservation of the peace, health and safety of the City of Midwest City and its inhabitants, this resolution shall take effect and be in full force from and after its passage as provided by law.

PASSED and APPROVED by the City of Midwest City this 9<sup>th</sup> day of August, 2016.

CITY OF MIDWEST CITY

\_\_\_\_\_  
Matthew D. Dukes, II, Mayor

ATTEST:

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

APPROVED as to form and legality this 23<sup>rd</sup> day of August, 2016.

\_\_\_\_\_  
MARY ANN KARNs, Acting City Attorney

Selection of Lowest and Best Bidder

Of

Avigilon or Equivalent

Award Number: 40-14

Date: October 22, 2014

Bid Number: CW15012

Bid Period: October 22, 2014 – September 30, 2015  
With up to three (1) year options to renew

Awarded Vendor:

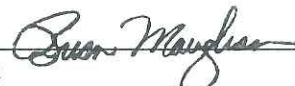


Digi Security Systems, LLC  
P.O. Box 1046  
2533 W 519  
Pryor, OK 74362  
Contact: Josh Herron  
Phone: 918-864-1861  
Fax: 800-705-2280  
Email: [josh@digiss.com](mailto:josh@digiss.com)  
[sales@digiss.com](mailto:sales@digiss.com)

OKLAHOMA COUNTY, OKLAHOMA  
OKLAHOMA COUNTY PURCHASING AGENT

This is not a Purchase Order. This is only a notice to the successful bidder. No order may be placed without a Purchase Order being issued by Oklahoma County.

Board of County Commissioners  
Of Oklahoma County, Oklahoma

Attest  
  
\_\_\_\_\_  
Carolyn Caudill, County Clerk  
(SEAL)  


\_\_\_\_\_  
Chairman   
\_\_\_\_\_  
Member   
\_\_\_\_\_  
Member 



**ITB# CW15012 - Avigilon or Equivalent**  
**Bid Period: Date of Award through September 30, 2015**  
**With up to three, (1) year options to renew**

**TABULATION**

**SECTION I - Equipment, Accessories, Software, and Maintenance:**

**A. Equipment**

**MLP Less % Discount**

1. Avigilon or Equivalent	%
Digi Security Systems, LLC	32% (higher discounts for purchases over \$100,000)

**B. Accessories**

**MLP Less % Discount**

1. Avigilon or Equivalent	%
Digi Security Systems, LLC	32% (higher discounts for purchases over \$100,000)

**C. Software**

**MLP Less % Discount**

1. Avigilon or Equivalent	%
Digi Security Systems, LLC	32% (higher discounts for purchases over \$100,000)

**D. Maintenance**

**MLP Less % Discount**

1. Avigilon or Equivalent	%
Digi Security Systems, LLC	32% (higher discounts for purchases over \$100,000)

**SECTION II – Fixed Price Avigilon or Equivalent Items :**

**Part # DSS-VF600HRDNICR-ID or Equivalent**

Indoor High Resolution True Day/Night Dual Voltage Dome

>=600TVL Color Resolution

>=660TVL B&W Resolution

True Day / Night Functionality with auto IR Cut Filter Removal mechanism & auto switch to B&W in low light

Day/Night IR Corrected Vari-focal Auto-Iris Lens (focal range ~ 2.8-11mm)

Minimum Illumination <= 0.01 Lux @ F1.2

52dB SNR

Selectable OSD options: Manual Shutter, AGC, Day/Night (Color, BW, Auto, Ext ICR), WB, SDNR, Reverse (Mirror), Color Gain, Gamma Correction

Dual Voltage 12vDC or 24vAC

Internal Tri-Axis Bracket Design

**COST EACH:**

Digi Security Systems, LLC: \$126.00

**Part # DSS-VF600HRDNICR-VRD or Equivalent**

Outdoor Vandal Resistant Weather Rated High Resolution True Day/Night Dual Voltage Dome

IP 67 or Better Rating  
>=600TVL Color Resolution  
>=660TVL B&W Resolution  
True Day / Night Functionality with auto IR Cut Filter Removal mechanism & auto switch to B&W in low light  
Day/Night IR Corrected Vari-focal Auto-Iris Lens (focal range ~ 2.8-11mm)  
Minimum Illumination <= 0.01 Lux @ F1.2  
52dB SNR  
Selectable OSD options: Manual Shutter, AGC, Day/Night (Color,BW,Auto,Ext ICR), WB, SDNR, Reverse (Mirror), Color Gain, Gamma Correction  
Dual Voltage 12vDC or 24vAC  
Internal Tri-Axis Bracket Design

**COST EACH:**

Digi Security Systems, LLC: \$144.00

Technical Assistance: \$ \_\_\_\_\_ hourly rate  
Digi Security Systems, LLC: \$57.00 BH/ M/F – Remote assistance less than 30 minutes is free.

Delivery Time After Receipt of Order: \_\_\_\_\_  
Digi Security Systems, LLC: 3-10 Business Days

Warranty: (If other than manufacturer warranty): \_\_\_\_\_  
Digi Security Systems, LLC: 3 Years (more if purchased, up to 5 years)

Shipping and Handling Costs: \_\_\_\_\_  
Digi Security Systems, LLC: Actual Costs.

**Oklahoma County Purchasing Department**

**Amendment of Solicitation/Modification of Contract**

Amendment No. \_\_\_\_\_ Of Solicitation No. \_\_\_\_\_

The hour and date specified for receipt of offers  is extended to: \_\_\_\_\_  
 is not extended

Offerors must acknowledge receipt of this amendment, if required in the Description of Amendment/Modification block below, prior to the hour and date specified in the solicitation as amended by (1) signing and returning a copy of this amendment, (2) or by acknowledging receipt of this amendment on the offer submitted. Failure of your acknowledgement to be received at the place designated for receipt of offers prior to the hour and date specified may result in rejection of you offers.

Modification No. 1 of Contract CW15012 Avigilon or Equivalent

- Administrative Change (Vendor signature not required)  
 Supplemental Agreement (Vendor signature required)

Issued by: Oklahoma County  
Purchasing Department  
320 Robert S. Kerr, Suite 117  
Oklahoma City, OK 73102

Date of Issuance: September 21, 2015

The purpose of this modification is to exercise Oklahoma County's 1<sup>st</sup> option to renew for an additional one (1) year term, with the same terms and conditions as the original contract. This option period is in effect from October 1, 2015 through September 30, 2016. There are (2) one year options remaining.

**This modification must be signed and returned by fax or email.**

Vendor Name / Address: Digi Security Systems, LLC P. O. Box 1046 2533 W. 519 Pryor, OK 74362 Contact: Josh Herron Phone: 918-864-1861	Oklahoma County Central Purchasing 320 Robert S. Kerr, Suite 117 Oklahoma City, OK 73102
Printed Name/Title of Signer	Name of Purchasing Officer or Agent Amanda Madison, CPPB, CPO
Signature/Date	Signature/Date 9/23/15



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

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: August 23, 2016

SUBJECT: Discussion and consideration of 1) declaring the various obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.

The following equipment and peripheral devices are obsolete, defective or have been replaced.

Staff recommends approval

A handwritten signature in black ink that reads "Ryan Rushing". The signature is written over a horizontal line.

Ryan Rushing, Information Technology Director

<b>CPU</b>			
<b>INVENT #</b>	<b>MIS#</b>	<b>MANUFACTOR</b>	<b>SERIAL NUMBERS</b>
	452	Dell Vostro 400	1694XD1
	467	Dell Vostro 400	10CKYD1
	535	Dell Vostro 400	JRGSQG1
	552	Dell Optiplex 960	JCX76J1
	597	Dell Optiplex 360	79HRJK1
	703	Dell Optiplex 380	SY1HDQ1
	739	Dell Optiplex 390	6V31KS1
	926	Dell Optiplex 3010	4GQ0JX1
<b>MONITORS</b>			
<b>INVENT #</b>	<b>MIS #</b>	<b>MANUFACTURE</b>	<b>SERIAL NUMBERS</b>
	N/A	Dell	CN-OKU311-64180-838-01AL
	N/A	Dell	CN-0HF730-46633-6CP-0CLL
	N/A	Dell	CN-06H6FX-74445-22D-D3UM
	516	Dell	CN-06H6FX-74445-217-A82L
	326	Dell	CN-0KU311-64180-835-1LSM
	325	Dell	CN-0KU31164180-836-1EXL
<b>MISCELLANEOUS</b>			
<b>Quantity</b>	<b>MIS #</b>	<b>Hardware Type</b>	<b>Serial Number</b>
1		Samsung SCX-4826N	6575B8HS800631F
2		Box of of Miscellaneous cables	
1		Cisco Catalyst 3500 Series XL	FAB0527W1F1
1		Cisco Catalyst 3500 Series XL	N/A
1		Cisco Catalyst 3500 Series XL	FAB0451L0H2
1		OPCOM	N/A
1		Surveillance System	
5		Computer Mouse	

2		Logitech Webcams	
2		Milan Fast Ethernet Converter	
22		Computer Keyboards	
1		Allworx 9224 Phone	BAD
6		UPS	
1		Planet 16 Ports Switch	
1		CNB Camera	CNB-G1815NF
1		Computer CD drive	Bad
3		Video Card	Bad
1		Linksys Wireless G Router	CL7B1G830632
1		HP Deskjet 6540	SG4C11032
3		Verrizon Jetpacks	BAD
1		Linksys 5-Port Switch	R913061035220
1		SioScan Clock	Bad
1		IBM 1000 Recriopt Printer	445877
1		Monoprice Ethernet Switch	
1		Rosslare Key Pad	Bad
1		Ditek Surge Protector	
1		Philmore FM Aplmifier	
1		Bogen UT11	8270095
3		Server Rails	
1		APC Power Control Unit	WA0008003612
1		Texas Weather Instrument	94051478
1		Nortel Northern Telecom	ATI241442
1		OSD Chain KVM Switch	0.727
1		Genius Computer Speaker	
1		AT&T deskphone	
1		Harman/Kardon Speaker System	
2		US Robotics fax modem	
1		HP Color Lasetrjet	CNCC91G00L
1		HP Laserjet 4050TN	USCC198150
2		Boxes of Software	
3		Boxes of Misc	
1		CD holder of install CD's	
1		Genius HI-FI Speaker System	
3		Supermic Mainboard	
1		VCR player	



**Memorandum**

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: August 23, 2016

SUBJECT: Discussion and consideration of declaring City Vehicle #020202, 2003 S-10 Chevrolet, City Vehicle #020208, 1995 S-10 Chevrolet, five (5) Versaterm handheld computers, and two (2) charging bases, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

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

- (1) #020202, 2003 S-10 Chevrolet, Vin# 1GCCS19X738200375
- (1) #020208, 2003 S-10 Chevrolet, Vin# 1GCCS14Z8S8154403
- (5) Versaterm CE/XM Handheld computers:
  - Serial Numbers: 69024, 69026, 0910-69022, 0910-69025, 0910-69023\* (\*touch screen is out)
- (2) Charging Bases:
  - Model CL-4M, Serial Number 09100250 (holds 4 handhelds)
  - Model CL-1, Serial Number 09100353 (holds 1 handheld)

Staff recommends approval.

Sara Hancock  
Sara Hancock, City Clerk



DISCUSSION ITEMS







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

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
COMPREHENSIVE PLANNING  
BUILDING INSPECTION DIVISION  
Charles Belk, 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:** August 23, 2016

**Subject:** (PC-1876) Public hearing with discussion and consideration of approval of the Preliminary Plat of Oakwood Landing for the property described as a tract of land located near the northwest corner of NE 10<sup>th</sup> Street and Westminster Rd., lying in the NE/4 of Section 31, T-12-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

**Dates of Hearing:** Planning Commission – July 5, 2016, August 2, 2016  
City Council – July 26, 2016, August 23, 2016

This preliminary plat application is associated with the PUD that was approved by the City Council on July 26, 2016. The application for the preliminary plat was submitted at the same time as the rezoning application. During the July Planning Commission meeting, there were some concerns expressed regarding drainage. The applicant requested a continuance to allow more time to discuss the drainage with staff. The Planning Commission tabled this item to their regular August meeting. At the August 2, 2016 Planning Commission meeting, staff advised the commission that the applicant has stated that they are in contact with the adjacent property owner regarding drainage. The Planning Commission continued this item to their September 6, 2016 meeting. The item will be placed on a further City Council agenda for discussion and consideration.

Billy Harless, AICP  
Community Development Director

KG



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

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
COMPREHENSIVE PLANNING  
Anais Starr, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Charles Belk, Building Official  
GIS DIVISION  
Kathy Spivey, GIS Coordinator

**To:** Honorable Mayor and City Council

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

**Date:** August 23, 2016

**Subject:** (PC – 1877) Public hearing with discussion and consideration of approval of an ordinance to redistrict from R-6, Single Family Residential and PUD, Planned Unit Development governed by the C-3, Community Commercial district to PUD, Planned Unit Development, to be governed by the C-3, Community Commercial District and C-4, General Commercial, and a resolution to amend the Comprehensive Plan for a portion of the area of request from Low Density Residential to Office/Retail, for the properties described as a part of the NE/4 of Section 35, T-12-N, R-2-W, located at 801 and 825 N. Douglas Blvd.

**Dates of Hearing:** Planning Commission – August 2, 2016  
City Council – August 23, 2016

**Owner:** Gary Parker

**Applicant:** Fred Quinn

**Proposed Use:** Current uses include commercial office and indoor storage facility. A carwash, outdoor storage facility and additional office building are proposed.

**Size:**

The area of request has a frontage along N. Douglas Blvd. of approximately 494.68 ft and a depth of approximately 661.99 ft, containing an area of 327.690 square feet, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request – Office / Retail and LDR, Low Density Resolution

North – Public/Semi-Public

South, East and West – Low Density Residential

**Zoning Districts:**

Area of Request – PUD, Planned Unit Development and R-6, Single Family Residential

North – R-6, Single Family Residential with a Special Use Permit for a church

South and West – R-6, Single Family Detached Residential

West – R-6, Single Family Detached Residential and SPUD

**Land Use:**

Area of Request – Site of commercial business and indoor storage facility and one single family residence

North – Church

South, 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 Provision

The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within the PUD application and review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

(A) Innovative land development

Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

(B) Flexibility within developments

Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) Efficient use of land

Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) Function, design and diversity

Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) Modifications to development requirements

Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

**History:**

1. This area was zoned C-1, Restricted Commercial in June of 1984.
2. This area was rezoned to a PUD in December 2009 (PC-1709).
3. The Planning Commission recommended denial of a PUD Amendment January 6, 2014 under PC-1822. The applicant pulled the item from the subsequent City Council Agenda.
4. The Planning Commission recommended approval of this request subject to all staff comments at their August 2, 2016 meeting.

**Staff Comments:**

**Engineering Comments:**

PC 1877 is an application to expand and modify the footprint of the existing PUD pertaining to the Parker Brothers commercial development. The accompanying PC-1878 preliminary plat application will separate the development into three separate parcels.

**Water Supply and Distribution**

A fifty four (54) inch Oklahoma City raw water main is located on the west side of Douglas Boulevard in the street right-of-way extending along the east side of the area of request. A six (6) inch public water main is located on the west side of Douglas Boulevard 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.

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 buildings.

**Sanitary Sewerage Collection and Disposal**

An eight (8) inch public sewer main is located approximately three hundred feet east of Douglas Boulevard in the street right-of-way dedicated for the future extension of N.E. 6th Street.

Public sewer line improvements are not required with this application. However, public sewer line improvements are proposed and are part of the preliminary plat application for the area of request. The public sewer line extension requirements are addressed in PC-1878.

Connection to the public sanitary sewer system for service is a building permit requirement per Municipal Code 43-109 for all existing and new buildings.

**Streets and Sidewalks**

Access to the area of request is available from Douglas Boulevard. Douglas Boulevard is classified as a primary arterial street in the 2008 Comprehensive Plan. Douglas Boulevard 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 street and presently, Douglas Boulevard has one hundred twenty (120) 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.

**Drainage and Flood Control, Wetlands, and Sediment Control**

Drainage across the area of request is from the west to the east via overland flow and into the development's detention pond. Currently, the area of request is the Parker Brothers commercial development. The area of request is not affected by flood zone X (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

The applicant proposes to construct a second detention pond to service the southern part of the area of request as part of the preliminary plat application. The drainage improvement requirements are addressed in PC-1878.

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 department has reviewed this request to amend the existing PUD at 825 N. Douglas Blvd. **Recommend Approval.**

**Plan Comments:**

A PUD for the property at 825 N. Douglas was approved in 2009. This request is to amend the existing PUD and to add the property at 801 N. Douglas to the PUD. The existing PUD is governed by the C-3 Community Commercial District.

The master development plan map shows three (3) separate tracts. Tract 1 has already been developed under the existing PUD and is the site of Parker Brothers Roofing. Tract 2 has not been developed. The intended use for Tract 2 is a carwash. Tract 3 is partially developed with mini storage units. The applicant intends to develop the remainder of Tract 3 with outdoor storage for boats and recreational vehicles on the southwest portion of the tract and an office on the southeast portion providing access for Tract 3 along N. Douglas Blvd. Currently, the existing mini storage facility is landlocked with no frontage along a dedicated street. A new proposed curb cut on Tract 3 will provide street frontage and access for all portions of Tract 3.

The PUD states that Tracts 1 and 2 will be governed by the C-3, Community Commercial district. Tract 3 will be governed by the C-4, General Commercial district. The following uses will not be permitted on any tracts:

- Animals: Grooming and sales
- Animal sales and services: Kennels and veterinary, restricted
- Drinking Establishments: Sitdown, alcoholic beverages and low-point beer permitted
- Eating Establishments: Sitdown, alcoholic beverages not permitted
- Eating Establishments: Sitdown, low-point beer permitted
- Eating Establishments: Sitdown, alcoholic beverages and low-point beer permitted
- Tourist Accommodation: Lodging
- Eating Establishments: Fast foods, low-point beer permitted

As mentioned previously, Tract 3 is proposed to be governed by the C-4, General Commercial district. The PUD states that the only C-4 use that will be allowed on the property will be that of off-street parking. This use will allow the owner to store boats and recreational vehicles outdoor. All C-3 uses, except those excluded above will also be allowed on Tract 3.

The original PUD allowed for one free-standing sign with a maximum height of fifteen (15) feet and 120 square feet in display surface area. This PUD requests one free-standing sign on each parcel. The signs are to be no taller than 15' in height and have a maximum surface area of 120 square feet. There is an existing, permitted, free-standing monument sign on Tract 1 advertising Parker Brothers Roofing. The applicant is requesting one free-standing sign on Tract 1 in addition to the free-standing monument sign. This would be a variance as the Sign Ordinance only allows one sign free-standing sign per parcel. As the existing sign already advertises the only business on Tract 1, staff recommends that it be the only sign allowed on Tract 1. If approved, the free-standing sign on Tract 3 may be a multi-tenant sign advertising the storage facility and any other proposed business located on Tract 3. The signs must adhere to all other requirements of the Sign Ordinance including pole covers and clearance from the right-of-way.

Site-proof screening will be required along the south and west property lines where the area of request abuts residential properties. Screening will need to be installed prior to any future construction. Screening is present along the north property line and must remain.

In accordance with the Comprehensive Plan, cross access between the parking lots of Tracts 1, 2 and 3 will be required. The storage areas may be fenced and only accessed by a gate approved by the fire department but cross access between the other commercial businesses is required.

The PUD does state that 10% of each tract will remain green/open space. This meets the requirement listed in the Zoning Ordinance. Items such as parking, landscaping, setbacks and masonry building materials are not listed in the PUD and therefore, must meet the requirements listed in the zoning ordinance. The amount of parking required will depend on the use and size of proposed buildings. Regarding landscaping, the zoning ordinance requires a base of 6 trees and 12 shrubs for each building and an additional 2 trees and 2 shrubs for every 10 parking spaces installed. For commercial uses, 80% masonry materials are required on the exterior of any new buildings.

Variances Requested

As noted above, the applicant is requesting a variance to allow for two (2) free-standing signs on Tract 1. Staff recommends that only one (1) sign be allowed on Tract 1. The existing sign on Tract 1 already advertises the business on that tract. A second sign for one business does not follow the intent of the Sign Ordinance.

The Planning Commission recommended approval of this item at their August 2, 2016 meeting. Their recommendation was in agreeance with staff's recommendation of only one sign being allowed on Tract 1.

A protest letter regarding this item from the pastor of Neighborhood Missionary Church was received by staff on August 1, 2016. Pastor Curtis Baker was present at the Planning Commission meeting and voiced concerns about noise, loitering and traffic associated with the car wash. The Commission noted that the car wash was approved with the original zoning request in 2008 and it would be difficult to disallow that now.

**Action Required:** Approve or reject the ordinance to redistrict to Planned Unit Development for the property as noted August 23, 2016, agenda packet, and as noted in PC – 1877 file.



Billy Harless, AICP  
Community Development Director

KG

**AMENDMENT TO PUD No. PC-1822**

**DESIGN STATEMENT OF THE PLANNED UNIT DEVELOPMENT OF**

**Parker Development**

**MIDWEST CITY, OKLAHOMA**

**July 26th, 2016**

Owner/Developer:

Gary Parker  
825 North Douglas Blvd.  
Midwest City, OK 73130  
(405) 741-6252

Prepared by:



JTK Engineering Company  
37906 Wolverine Road  
Shawnee, OK 74804  
(405) 878-0715  
Attn: Keith Cook, P.E.



Quinn McAllister  
Architects

1390 South Douglas Blvd.  
Midwest City, OK.  
405-732-0343  
Attn: Fred Quinn, Architect



**LOCATION:**

The Planned Unit Development of Parker Development consists of 5.01 acres more or less and is located on the West side of Douglas Boulevard between East Reno and N.E. 10<sup>th</sup> Street in Midwest City. The property is further described as being in the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

**LEGAL DESCRIPTION:**

The legal description of the property contained within this Planned Unit Development is as follows:

The South Half (S/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma.

**OWNER/DEVELOPER:**

The owner/developer of the property is Gary Parker.

**SITE AND SURROUNDING AREAS:**

The subject property is currently zoned PUD governed by the C-3 Community Commercial District and R-6, Single Family Detached Residential and the site of a roofing business, storage facility, and one single family residence. The property is bound on the North by Neighborhood Missionary Baptist Church. Residential property lies to the south and west, and Douglas Boulevard forms the east boundary.

**CONCEPT:**

This Planned Unit Development proposes a development consisting of a multi-use commercial park. It is the desire of the developer of the subject property to revise the existing zoning encumbering the subject site to allow the ability to develop three tracts. The two tracts along the frontage of Douglas Blvd. would consist of an office/warehouse and a car wash. The third tract would consist of mini-storage units and would be located west of and behind the office and car wash. The residential parcel to the south will be combined with tract 3. This will be accomplished through the proposed zoning (C-3 and C-4) and the additional Special Development Regulations contained herein.

By modifying the existing zoning requirements, the design statement and exhibits that constitute this Planned Unit Development will provide the property owner with the flexibility desired to develop the proposed commercial site, similar in nature to those previously approved by the City of Midwest City. Previously approved safeguards to surrounding residential uses have been retained in this document.

#### **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 breaks at the approximate mid-point with the west half draining to the southwest and the east half drainage to the east onto Douglas Blvd. Stormwater detention will be provided for the proposed development and will be addressed further at the time of development.

Access for the tracts contained within this Planned Unit Development shall be from a private drive connecting to Douglas Boulevard, a major arterial street with curbs. Tract 2 will have an access onto Douglas and onto the private drive. Cross access between parking lots on Tracts 1 and 2 is required to be provided.

Sanitary sewer facilities are available for the west half of the development. However, a sanitary sewer line will need to be extended from the south in order to serve the office and car wash. Sanitary sewer line must be installed before filing the final plat.

An existing 16" water line runs along the west side of Douglas Blvd. along the east boundary of the property.

Electric, gas, telephone and other appropriate utilities will be extended as necessary to serve this site.

Fire protection for the development shall be provided by the City of Midwest City Fire Department. The nearest fire station is Fire Station Number 1, located at 8201 East Reno, Midwest City, OK. The station is approximately 2 miles from the site. The development as designed and reviewed at the development stage will provide the necessary fire protection and truck turning radii as is required by the City of Midwest City Fire Marshall.

#### **SPECIAL DEVELOPMENT REGULATIONS:**

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. The regulations are as follows:

The use and development regulations of the C-3 "Community Commercial" District shall govern development of tracts 1 and 2 of this PUD except as modified below:

1. The following uses are NOT permitted in Tract 1, Tract 2 or Tract 3:
  - (a) Animals: Grooming and sales (2.4.5)
  - (b) Animal sales and services; Kennels and veterinary, restricted (2.4.7)
  - (c) Drinking Establishments: Sitdown, alcoholic beverages and low-point beer permitted (2.4.21)
  - (d) Eating Establishments: Sitdown, alcoholic beverages not permitted (2.4.24)
  - (e) Eating Establishments: Sitdown, low-point beer permitted (2.4.24A)
  - (f) Eating Establishments: Sitdown, alcoholic beverages and low-point beer permitted (2.4.25)
  - (g) Tourist accommodation: Lodging (2.4.52)
  - (h) Eating establishments: Fast foods, low-point beer permitted (2.4.23A)
  - (i) Eating establishments: Sitdown, low-point beer permitted (2.4.24A)
  
2. Tract 3 shall be governed by C-4 zoning. Only the C-4 zoning shall have the allowed use of off-street parking. This shall include boats and recreational vehicles. All C-3 uses not excluded under #1 shall also be allowed on Tract 3.
  
3. Landscaping:
  - a. A minimum of 10% of the lot areas of Tracts 1,2, and 3 must be green/open space.
  - b. A green/open space buffer area (10 feet minimum) shall be established along the west, north and south boundaries of all 3 tracts in order to provide a buffer between this property and the abutting residential areas.
  
4. Sight-Proof Screening:
  - a. Sight-proof screening will be required along the north and south boundaries of the Planned Unit Development. The screening shall be in accordance with the City of Midwest City Landscaping Ordinance. Site-proof fencing will be required along the west and south boundaries of Tract 3.
  
5. Storm Drainage:
  - a. On-site stormwater detention will be provided in several areas throughout this Planned Unit Development and are reflected on the Preliminary Plat.

6. Outside lighting in all three tracts shall be directed away from the residential areas to the extent possible.
7. No outside storage will be allowed in Tracts 1 and 2. Outside storage for Tract 3 shall be limited to Recreational Vehicles, Camper Trailers, Boats, etc.

**SIGNS:**

This amended PUD shall permit each of the three tracts to have one free-standing sign on each tract. All signs shall comply with Midwest City sign ordinances and shall be a maximum of 120 square feet in area and a maximum of 15 feet high. The small monument sign at Tract 1 shall remain in place as an additional sign. Each sign may only advertise the business on the tract where the sign is placed with the following exception: A multi-tenant sign is allowed for advertising the storage business as well as any other businesses located by the street frontage of the tract. Off-premise advertising is not allowed in commercial zoning districts.

**EXHIBITS:**

The following exhibits are attached hereto and shall be made an integral part of this Planned Unit Development.

- A. Tract 1 Legal Description
- B. Tract 2 Legal Description
- C. Tract 3 Legal Description
- D. Tract Map
- E. Master Development Plan

**Exhibit A**  
**Tract 1 Legal Description**

A part of the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of the South Half (S/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of said Section Thirty-Five (35); THENCE South 00°00'00" East a distance of 329.64 feet; THENCE North 89°57'44" West a distance of 60.00 feet to the POINT OF BEGINNING;

THENCE continuing North 89°57'44" West a distance of 258.05 feet;  
THENCE North 00°00'00" West a distance of 163.66 feet;  
THENCE South 89°57'41" East a distance of 258.05 feet;  
THENCE South 00°00'00" East a distance of 163.64 feet to the point of beginning, containing 0.97 acres more or less.

**Exhibit B**  
**Tract 2 Legal Description**

A part of the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of the South Half (S/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of said Section Thirty-Five (35); THENCE North 89°57'41" West a distance of 60.00 feet to the POINT OF BEGINNING;

THENCE South 00°00'00" East a distance of 166.00 feet;  
THENCE North 89°57'41" West a distance of 169.96 feet;  
THENCE North 00°00'00" East a distance of 166.00 feet;  
THENCE South 89°57'41" East a distance of 169.96 feet to the point of beginning, containing 0.65 acres more or less.

**Exhibit C**  
**Tract 3 Legal Description**

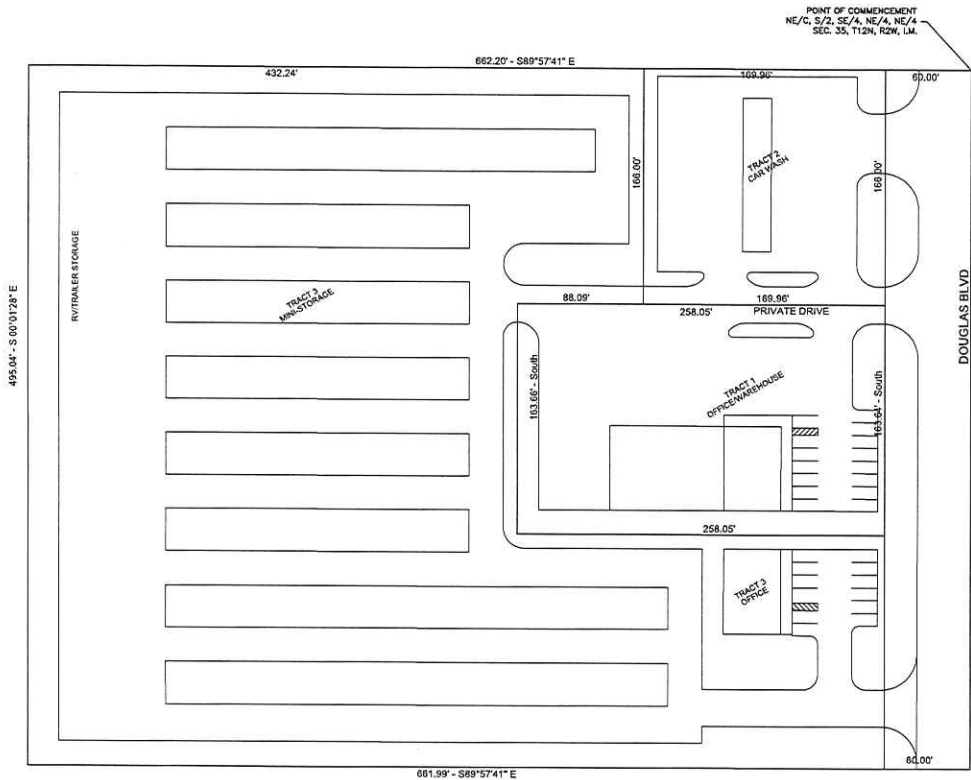
A part of the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of the South Half (S/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of said Section Thirty-Five (35); THENCE North 89°57'41" West a distance of 169.96 feet to the POINT OF BEGINNING;

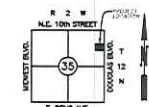
THENCE South 00°00'00" East a distance of 166.00 feet;  
THENCE North 89°57'41" West a distance of 88.09 feet;  
THENCE South 00°00'00" East a distance of 163.66 feet;  
THENCE South 89°57'41" East a distance of 258.05 feet;  
THENCE South 00°00'00" East a distance of 165.04 feet;  
THENCE North 89°57'44" West a distance of 661.99 feet;  
THENCE North 00°01'28" West a distance of 495.04 feet;  
THENCE South 89°57'41" East a distance of 432.24 to the point of beginning, containing 5.22 acres more or less.

MASTER DEVELOPMENT PLAN  
OF  
**PARKWORTH ADDITION**

THE CITY OF MIDWEST CITY  
OKLAHOMA COUNTY, OKLAHOMA



SCALE:  
1" = 40'



**LEGAL DESCRIPTION:**  
The South (S/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4)  
-and-  
The North Half (N/2) of the The North Half (N/2) of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4);  
All in Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma

**OWNER/DEVELOPER**  
Gory Parker  
10075 S.E. 29th Street  
MIDWEST CITY, OK 73130

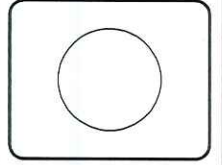
THIS PLAN SET IS COPYRIGHTED BY JTK ENGINEERING COMPANY. A LICENSE IS HEREBY GRANTED TO REGULATORY AGENCIES FOR UNRESTRICTED USE. A LICENSE WILL BE GRANTED TO PROJECT OWNER AND CONTRACTOR(S) UPON PAYMENTS OF ENGINEERING AND DRAFTING FEES.

No.	Revision/Issue	Date

**JTK Engineering Co.**  
37906 Wolverine Road  
Shawnee, OK 74804  
(405) 878-0715  
CA #4186  
Renewal Date: 6/30/2017

**PARKER DEVELOPMENT**

**MASTER DEVELOPMENT PLAN**



Project #	16005	Sheet	E
Date	06/21/16		
Scale	1" = 40'		

495.04' - S 00°01'28" E





997 N. Douglas Blvd.  
Midwest City, Oklahoma 73110  
(405) 732-4537

PASTOR  
CURTIS BAKER JR.

July 31, 2016

Greeting in The Name of Our Lord and Savior Jesus Christ;

TO: Midwest City, Community Development Department, Current Planning Division.

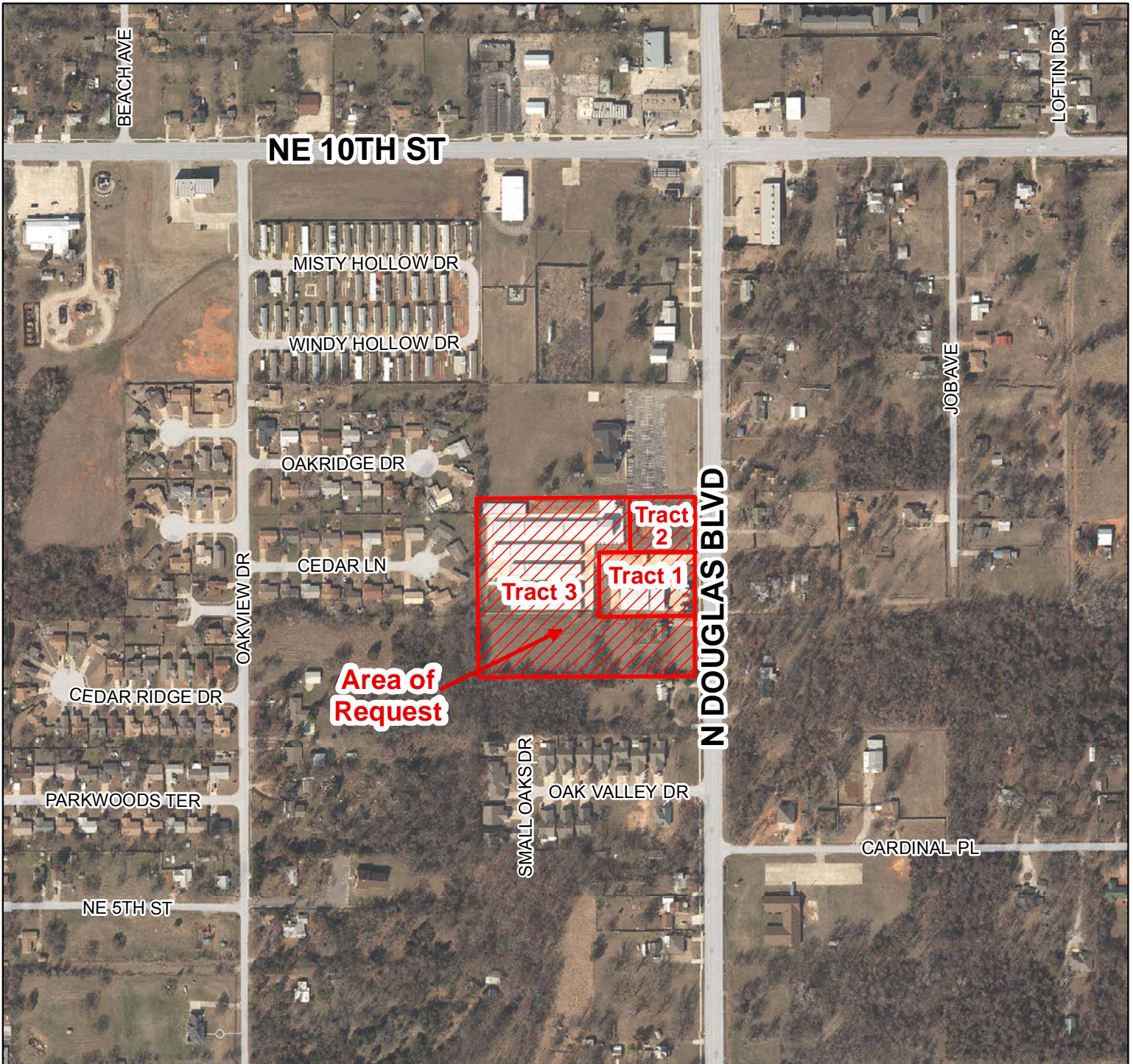
WE THE MEMBERS OF NEIGHBORHOOD MISSIONARY BAPTIST CHURCH, And the Pastor Curtis L. Baker Jr., Opposes to the Section 6.4.2 of the Midwest City Zoning Ordinance, we like to give some of the reasons that concerns us of the Property Described as a Tract of Land Lying in the NE/4 of Section 35 T-12-N, R-2W, of the City of Midwest City, Oklahoma County, Oklahoma or:

**SAFELY, LOUD MUSIC DOING CHURCH SERVICES, TRASH, HIGH TRAFFIC,  
POSSIBLY OF DURGS etc.**

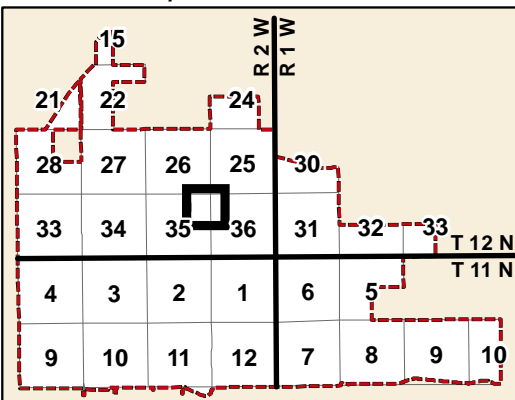
Thank you,

God Bless You

Pastor, Curtis L. Baker Jr.



Locator Map



**2015 DOP (AERIAL) VIEW FOR  
PC-1877 / PC-1878  
(NE/4, Sec. 35, T12N, R2W)**

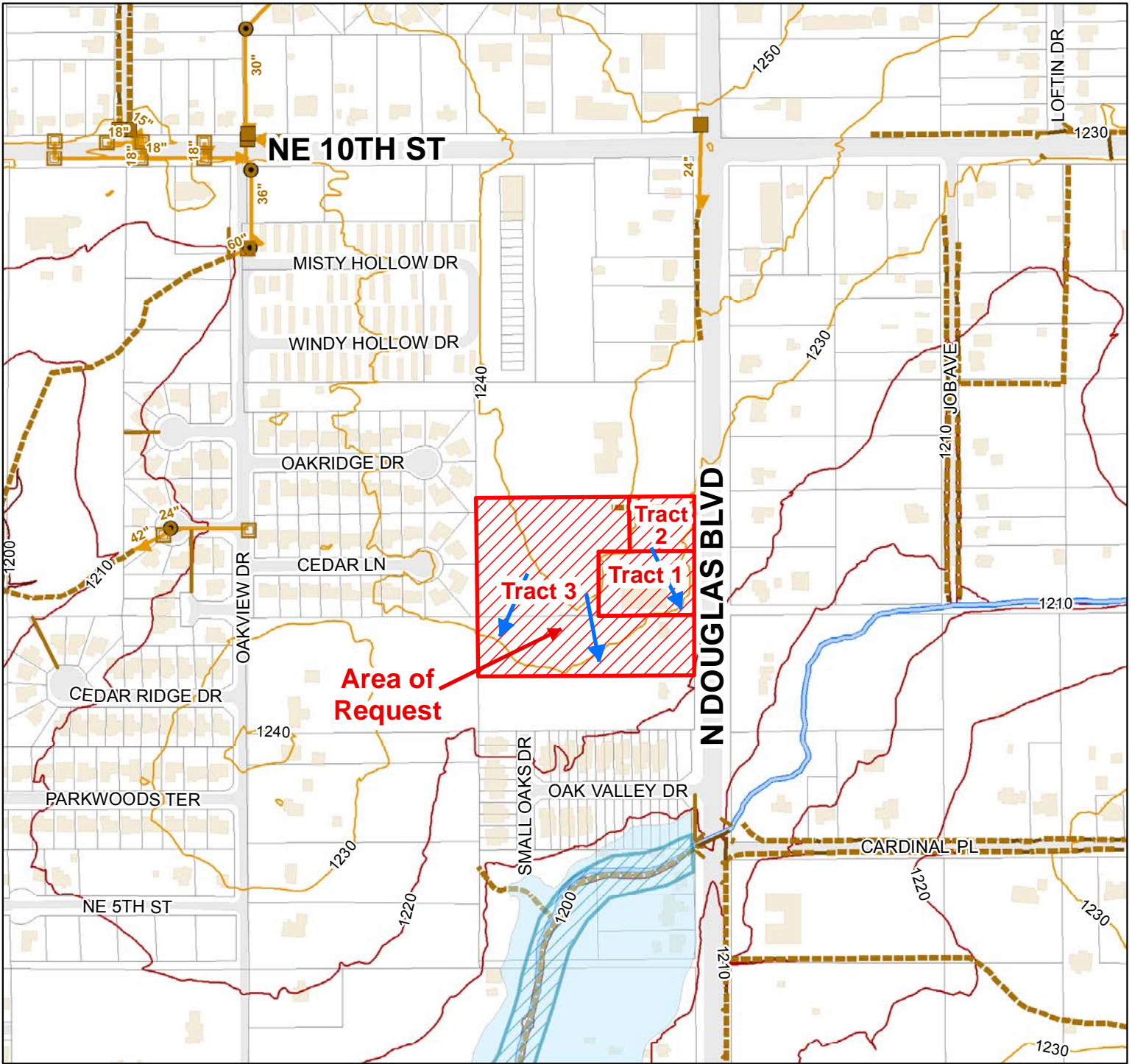


0 400 800 Feet

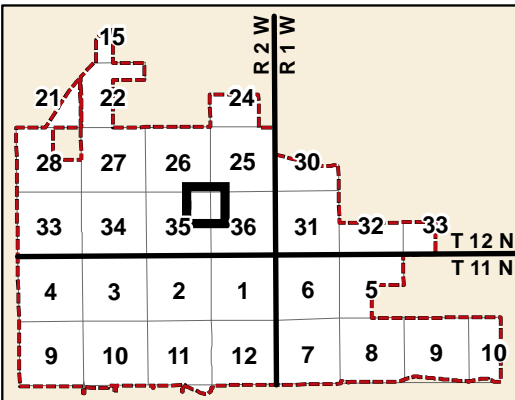


1 inch = 400 feet

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



Locator Map



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

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- FLOODWAY

## DRAINAGE LOCATION MAP FOR PC-1877 / PC-1878 (NE/4, Sec. 35, T12N, R2W)

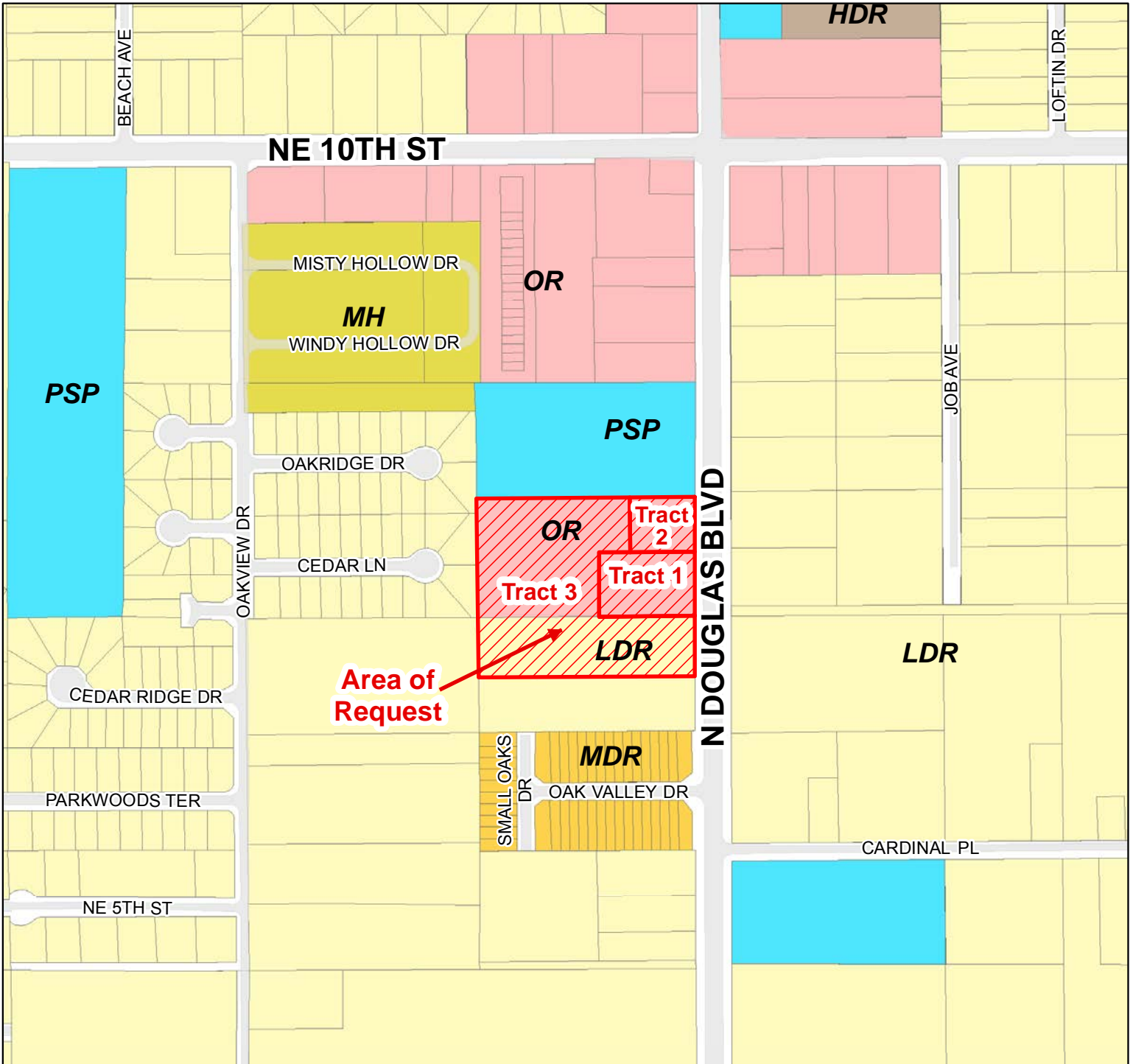


0 400 800 Feet

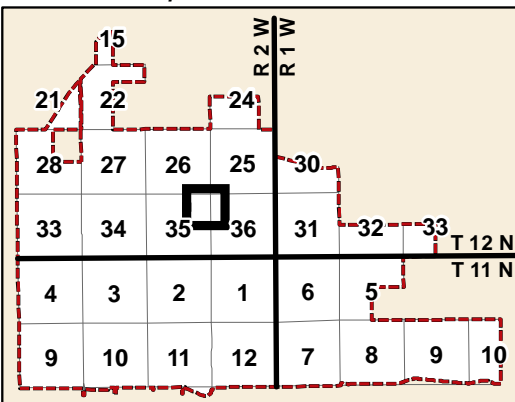


1 inch = 400 feet











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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-1877 / PC-1878  
(NE/4, Sec. 35, T12N, R2W)**



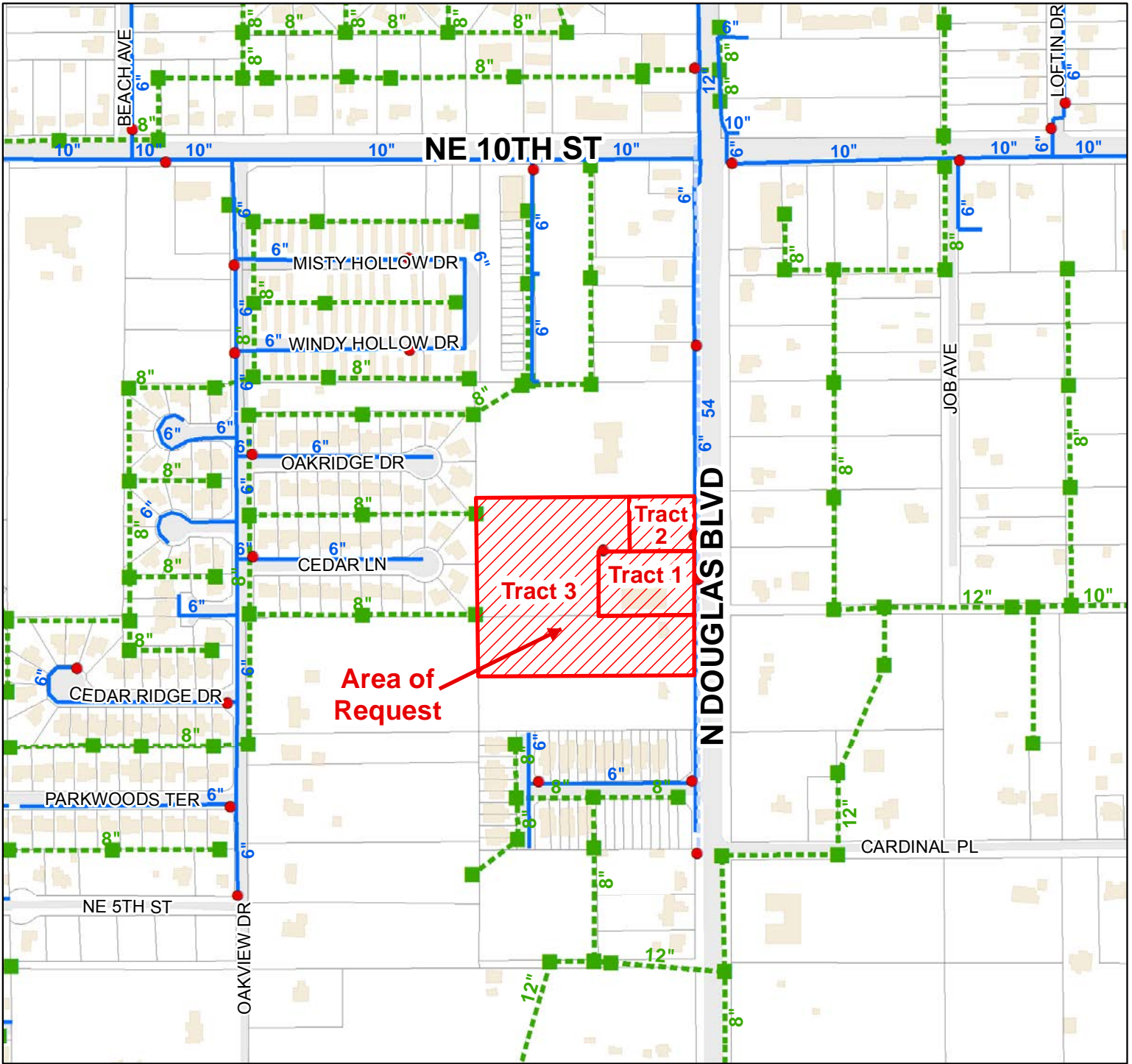
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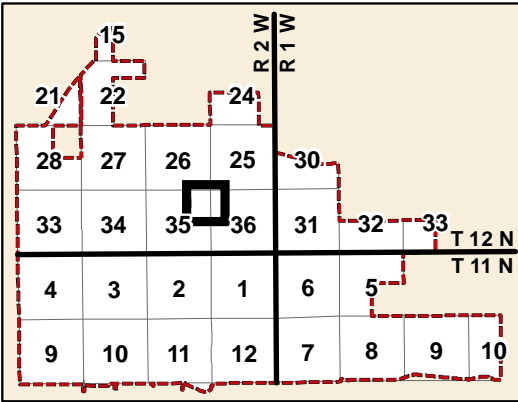
1 inch = 400 feet

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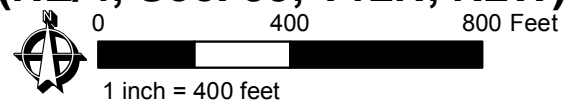
Locator Map



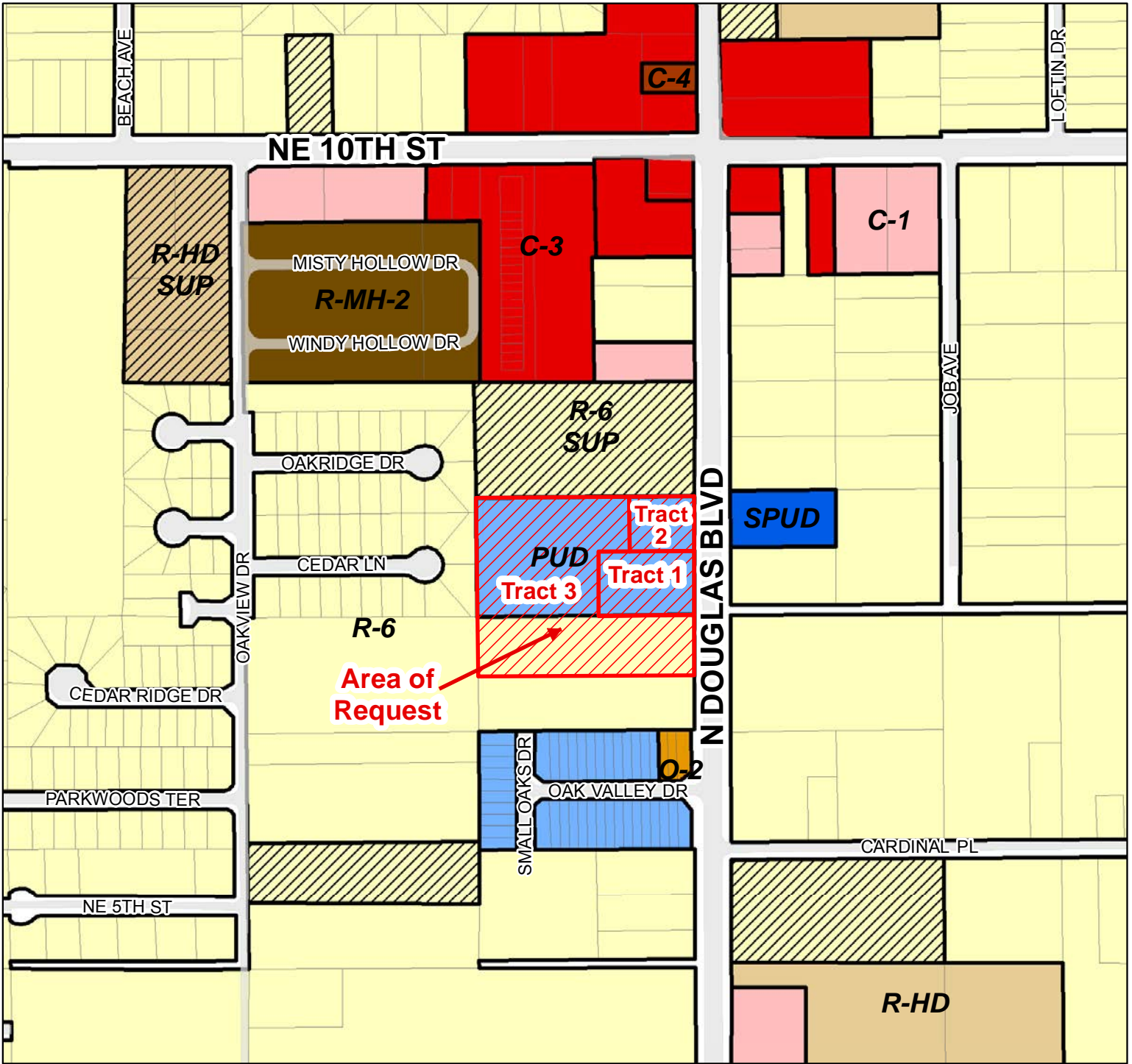
Water/Sewer Legend

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

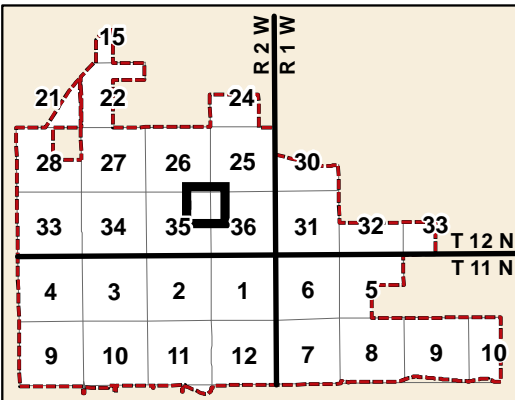
**WATER/SEWER LINE LOCATION MAP FOR PC-1877 / PC-1878 (NE/4, Sec. 35, T12N, R2W)**



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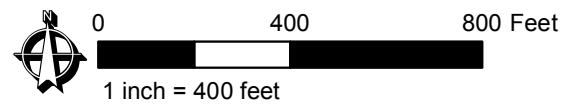
Locator Map



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-1877 / PC-1878 (NE/4, Sec. 35, T12N, R2W)



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

Billy Harless, Community Development Director

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

**To:** Honorable Mayor and Council

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

**Date:** August 23, 2016

**Subject:** (PC – 1878) Public hearing with discussion and consideration of approval of the Parkworth Preliminary Plat for the property described as a tract of land lying on the west side of N. Douglas between NE 10<sup>th</sup> St. and Reno Ave., in the NE/4 of section 35, T-12-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma, addressed as 801 and 825 N. Douglas Blvd.

**Dates of Hearing:** Planning Commission – August 2, 2016  
City Council – August 23, 2016

**Owner:** Gary Parker

**Applicant:** Fred Quinn

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

**Size:**

The area of request has a frontage along N. Douglas Blvd. of approximately 494.68 ft and a depth of approximately 661.99 ft, containing an area of 327.690 square feet, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request – Office / Retail and LDR, Low Density Residential  
North – Public/Semi-Public  
South, East and West – Low Density Residential

**Zoning Districts:**

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

**Land Use:**

Area of Request – Site of commercial business and indoor storage facility and one single family residence  
North – Church  
South, East and West – single family residences



**Municipal Code Citation:**

38-18 Preliminary Plat

38-18.1. *Purpose*

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

**History:**

1. This area has never been platted.
2. The Planning Commission recommended approval of this request August 2, 2016.

**Staff Comments:**

**Engineering Comments:**

Water Supply and Distribution

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

A fifty four (54) inch Oklahoma City raw water main is located on the west side of Douglas Boulevard in the street right-of-way extending along the east side of the area of request. A six (6) inch public water main is located on the west side of Douglas Boulevard 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.

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

Sanitary Sewer Collection and Disposal

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

An eight (8) inch public sewer main is located approximately three hundred feet east of Douglas Boulevard in the street right-of-way dedicated for the future extension of N.E. 6th Street.

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

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

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

### Streets and Sidewalks

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

Access to the area of request is available from Douglas Boulevard. Douglas Boulevard is classified as a primary arterial street in the 2008 Comprehensive Plan. Douglas Boulevard 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 street and presently, Douglas Boulevard has one hundred twenty (120) 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.

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

Drainage across the area of request is from the west to the east via overland flow and into the development's detention pond. Currently, the area of request is the Parker Brothers commercial development. The area of request is not affected by flood zone X (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

The applicant proposes to construct a second detention pond to service the southern part of the area of request.

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

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

### Easements and Right-of-Way

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

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

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

The Fire Marshal will require the installation of additional fire hydrants to service lots 4 and 5 with the building permit. All requirements of the 2015 edition of the International Fire Code and Chapter 15 of the Municipal Code will need to be met with the building permit.

**Plan Comments:**

The proposed Parkworth Preliminary Plat has been prepared in order to create three (3) individual lots. The entire plat encompasses approximately 7.32 acres. The sizes of the proposed lots are as follows:

- Lot 1: Approximately .97 acres
- Lot 2: Approximately .65 acres
- Lot 3: Approximately 5.67 acres

Access to the property will be via three (3) curb cuts along N. Douglas. One curb cut is currently existing and the other two are proposed.

Staff determined that a Tree Canopy Management Plan is not necessary as there is not a sufficient amount of trees currently on the property. The majority of the property is already developed. The southern portion of the property that is currently the site of one single family residence does not have a sufficient amount of trees to warrant a Tree Canopy Management Plan.

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

As the proposed Parkworth Preliminary Plat conforms to the Midwest City Subdivision Regulations, staff recommends approval.

**Action Required:** Approve or reject the Parkworth Preliminary Plat for the property as noted herein, subject to the staff comments and recommendations as found in the August 23, 2016, agenda packet, and as noted in PC – 1878 file.

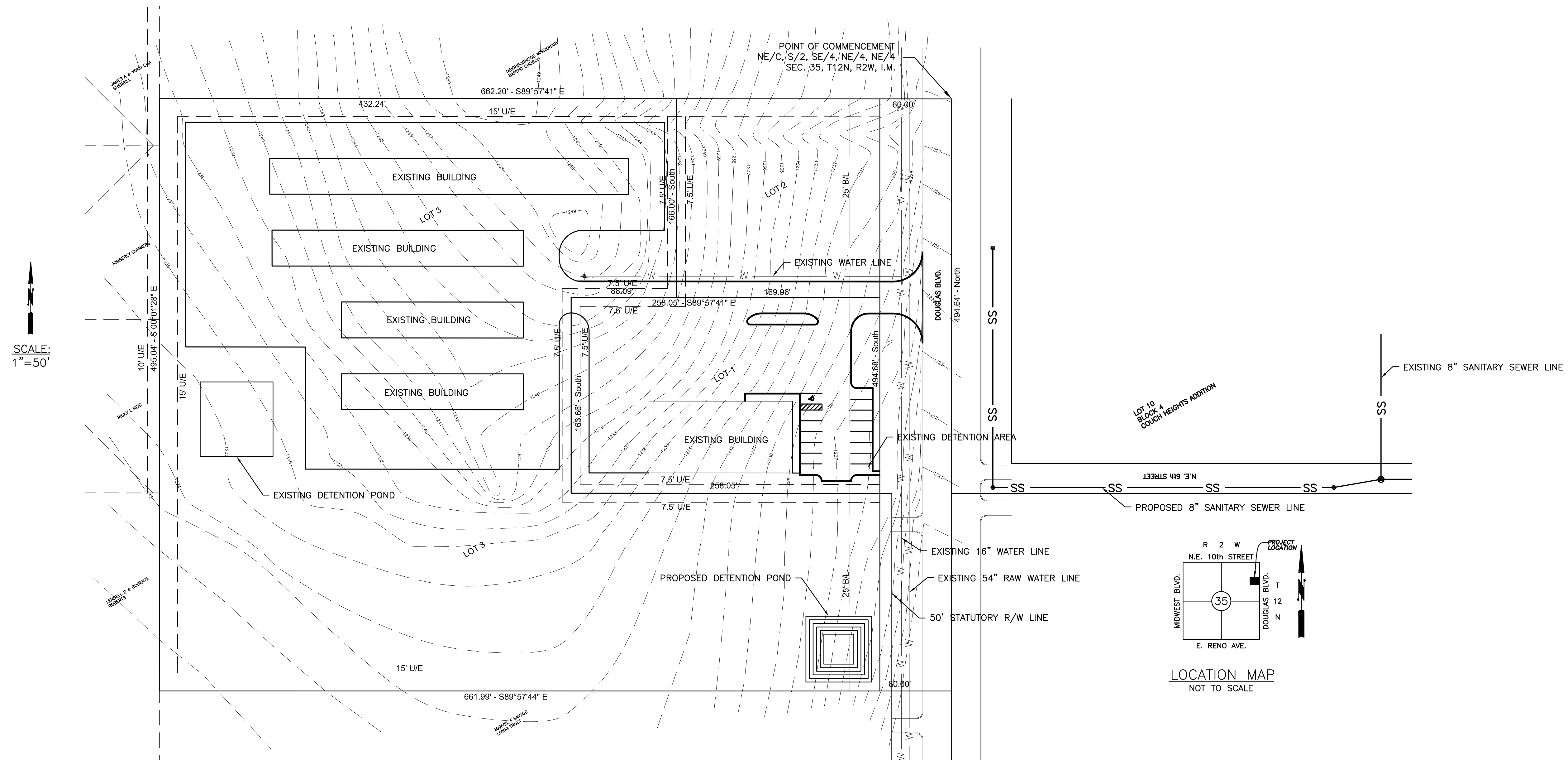


Billy Harless, AICP  
Community Development Director

KG

# PRELIMINARY PLAT OF PARKWORTH ADDITION

AN ADDITION TO THE CITY OF MIDWEST CITY  
BEING A PART OF THE NORTHEAST QUARTER OF SECTION 35, T12N, R2W, I.M.  
OKLAHOMA COUNTY, OKLAHOMA

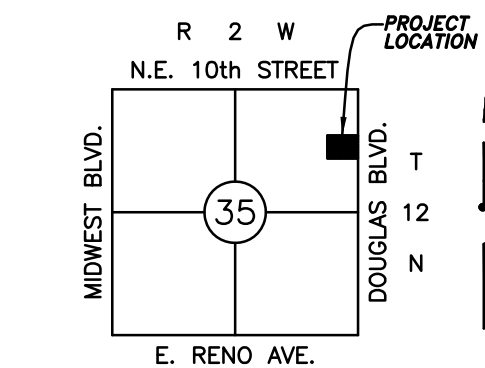


**LEGAL DESCRIPTION:**

The South Half (S/2) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma;

and

The North Half (N/2) of the North Half (N/2) of the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.



LOCATION MAP  
NOT TO SCALE

**OWNER/DEVELOPER**

Parkworth Properties  
Gary Parker  
825 North Douglas Blvd.  
MIDWEST CITY, OK 73130  
(405) 741-6252

**FLOOD PLAIN DETERMINATION:**

THE SUBJECT PROPERTY IS NOT IMPACTED BY THE 100-YEAR FLOOD PLAIN.

No.	Revision/Issue	Date

**JTK Engineering Co.**  
37906 Wolverine Road  
Shawnee, OK 74804  
(405) 878-0715

CA #4186  
Renewal Date: 6/30/2017

**PARKWORTH  
ADDITION**

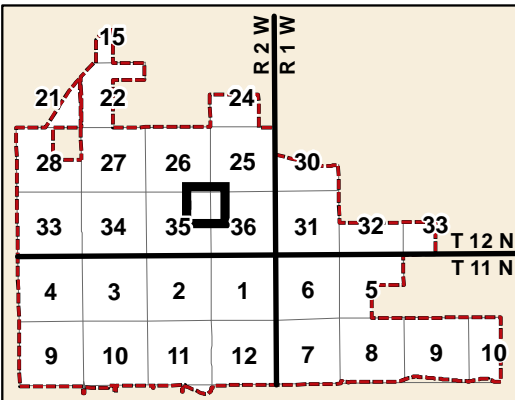
**PRELIMINARY  
PLAT**



Project #:	16006	Sheet	
Date:	07/19/16	<b>PP-1</b>	
Scale:	1" = 50'		



Locator Map



**2015 DOP (AERIAL) VIEW FOR  
PC-1877 / PC-1878  
(NE/4, Sec. 35, T12N, R2W)**

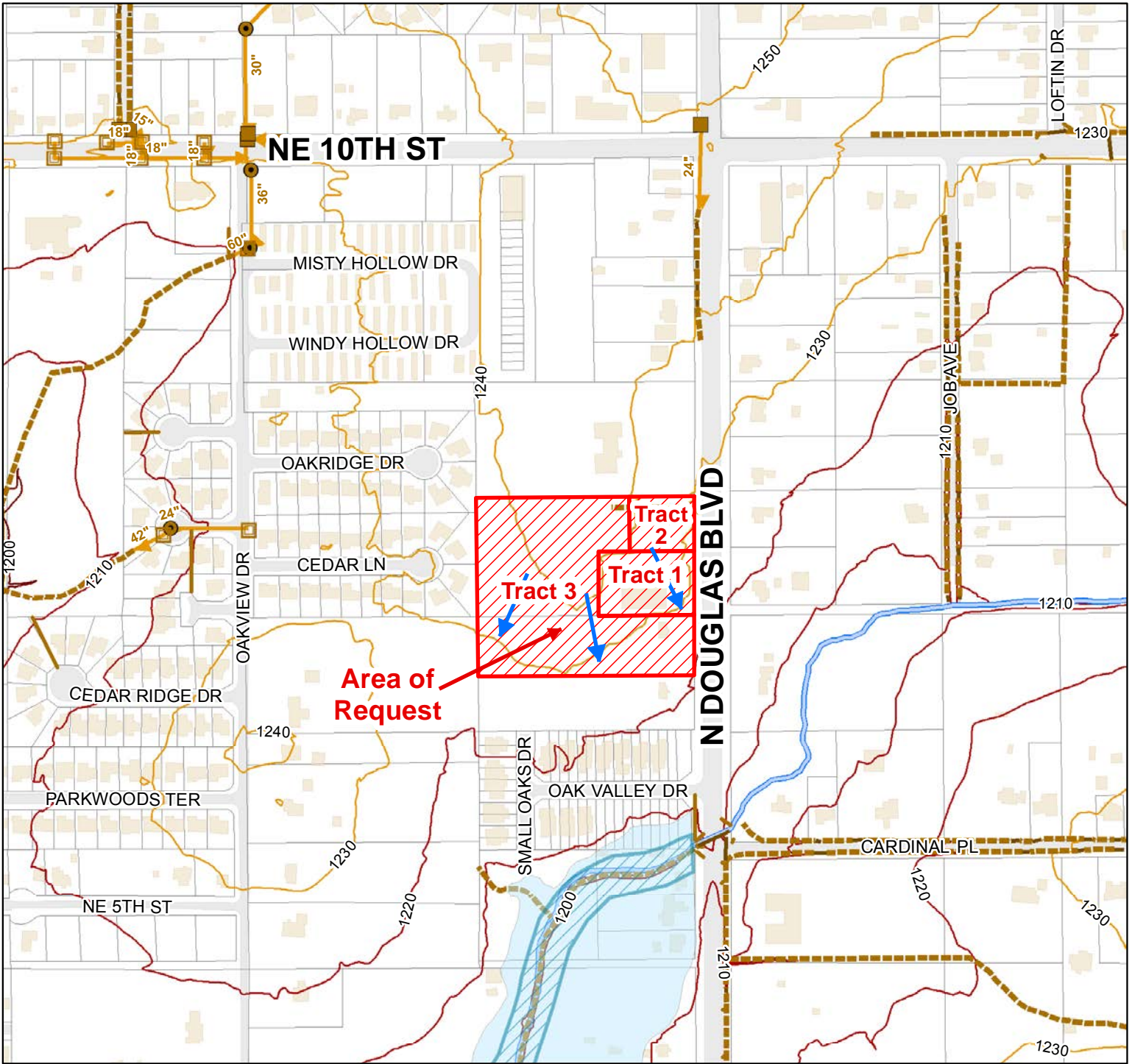


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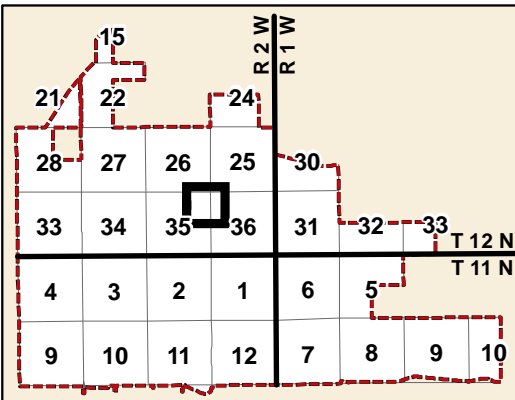


1 inch = 400 feet

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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
- FLOODWAY

## DRAINAGE LOCATION MAP FOR PC-1877 / PC-1878 (NE/4, Sec. 35, T12N, R2W)

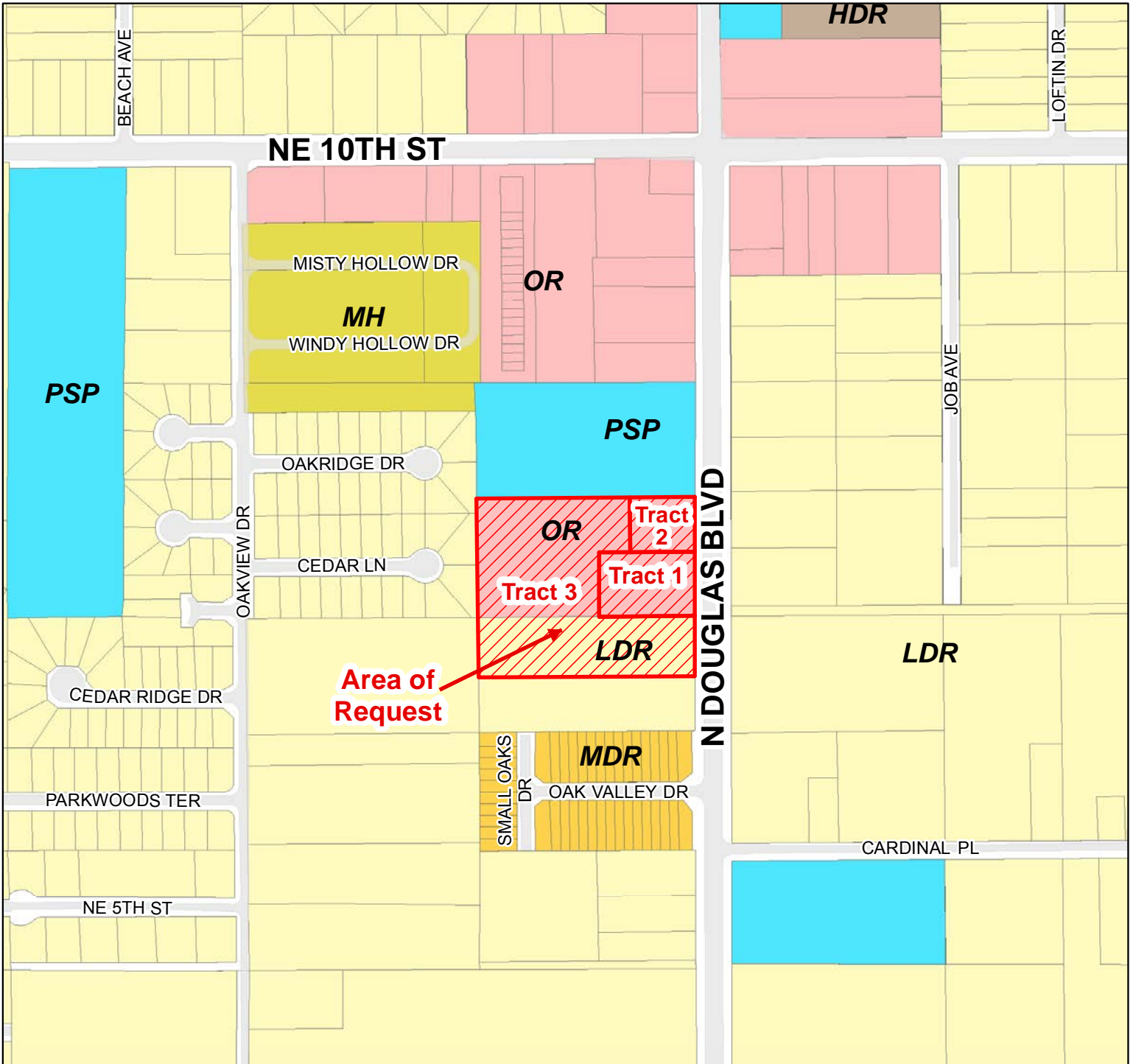


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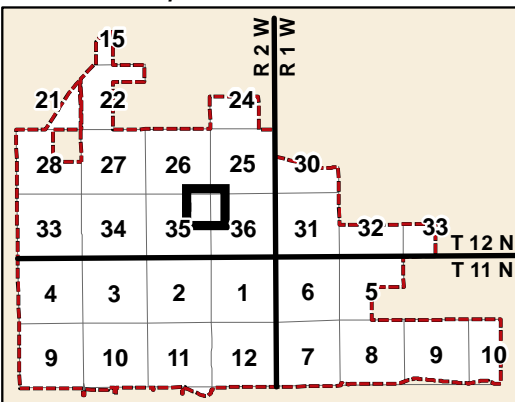


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




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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-1877 / PC-1878  
(NE/4, Sec. 35, T12N, R2W)**

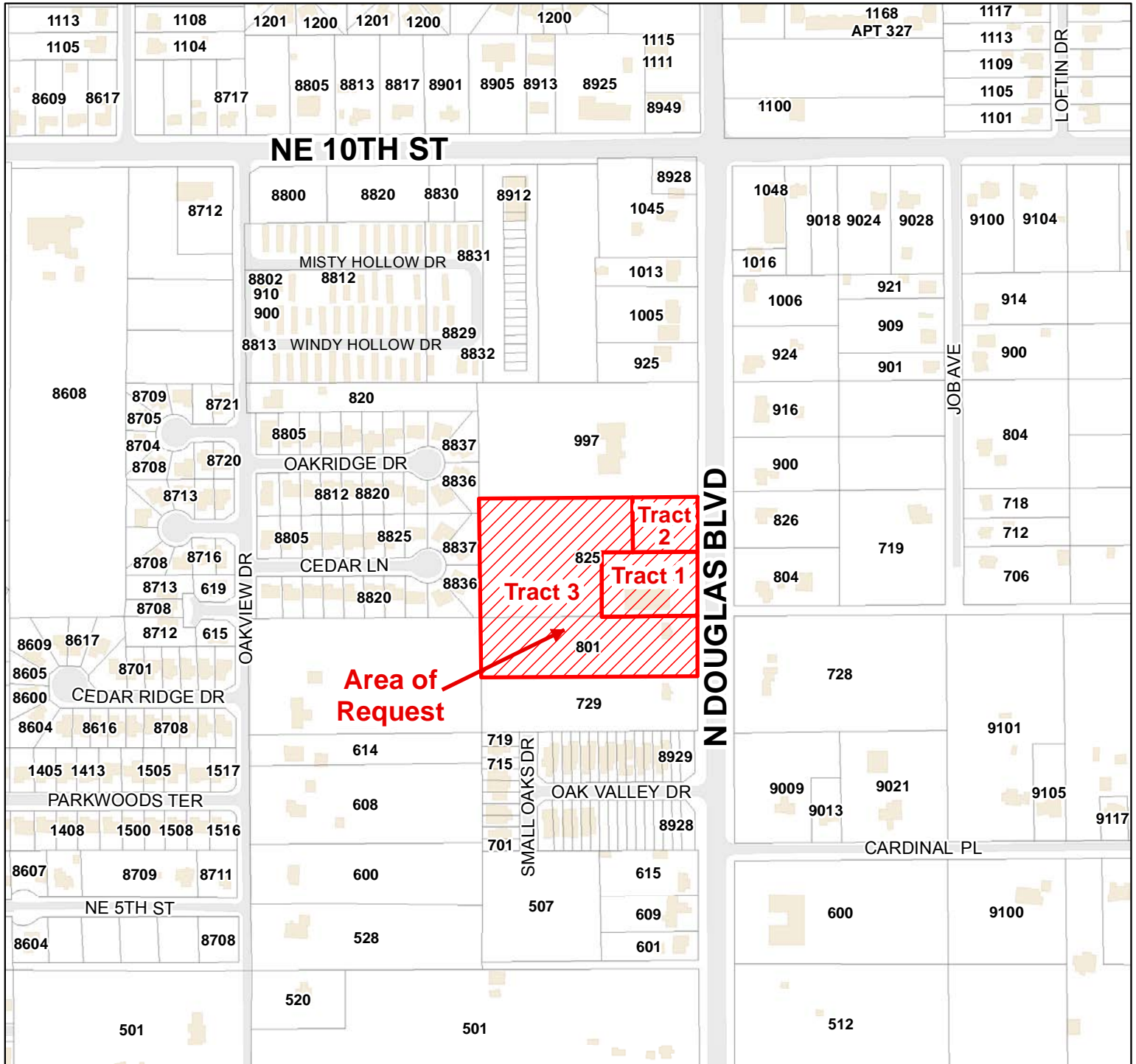


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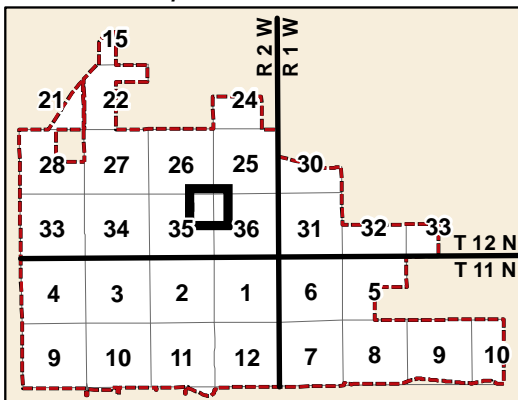


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


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Locator Map



**General Map Legend**

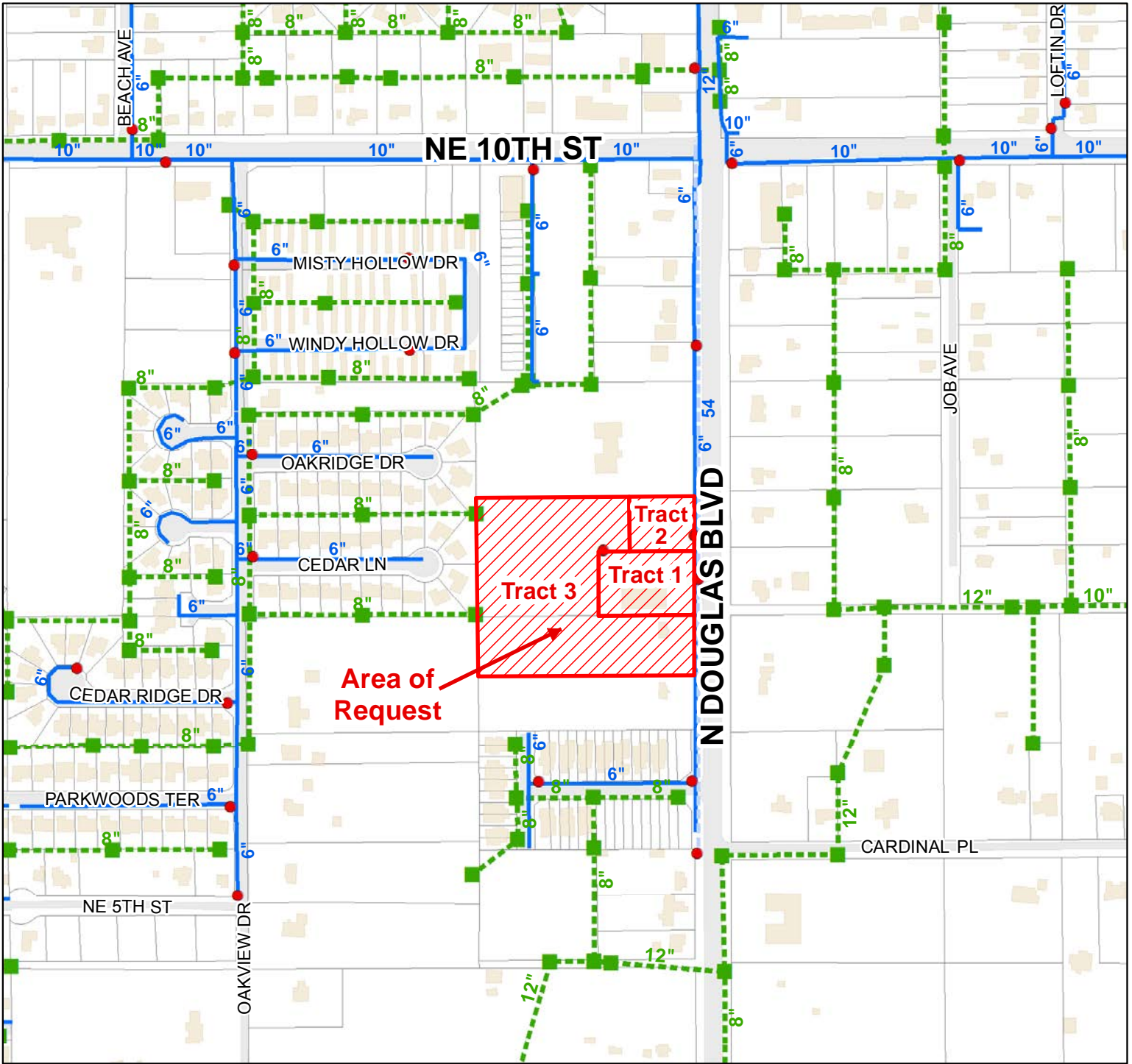
-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

**GENERAL MAP FOR  
PC-1877 / PC-1878  
(NE/4, Sec. 35, T12N, R2W)**

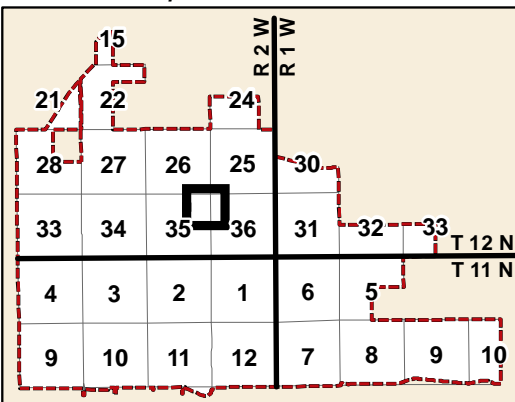


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Locator Map



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  
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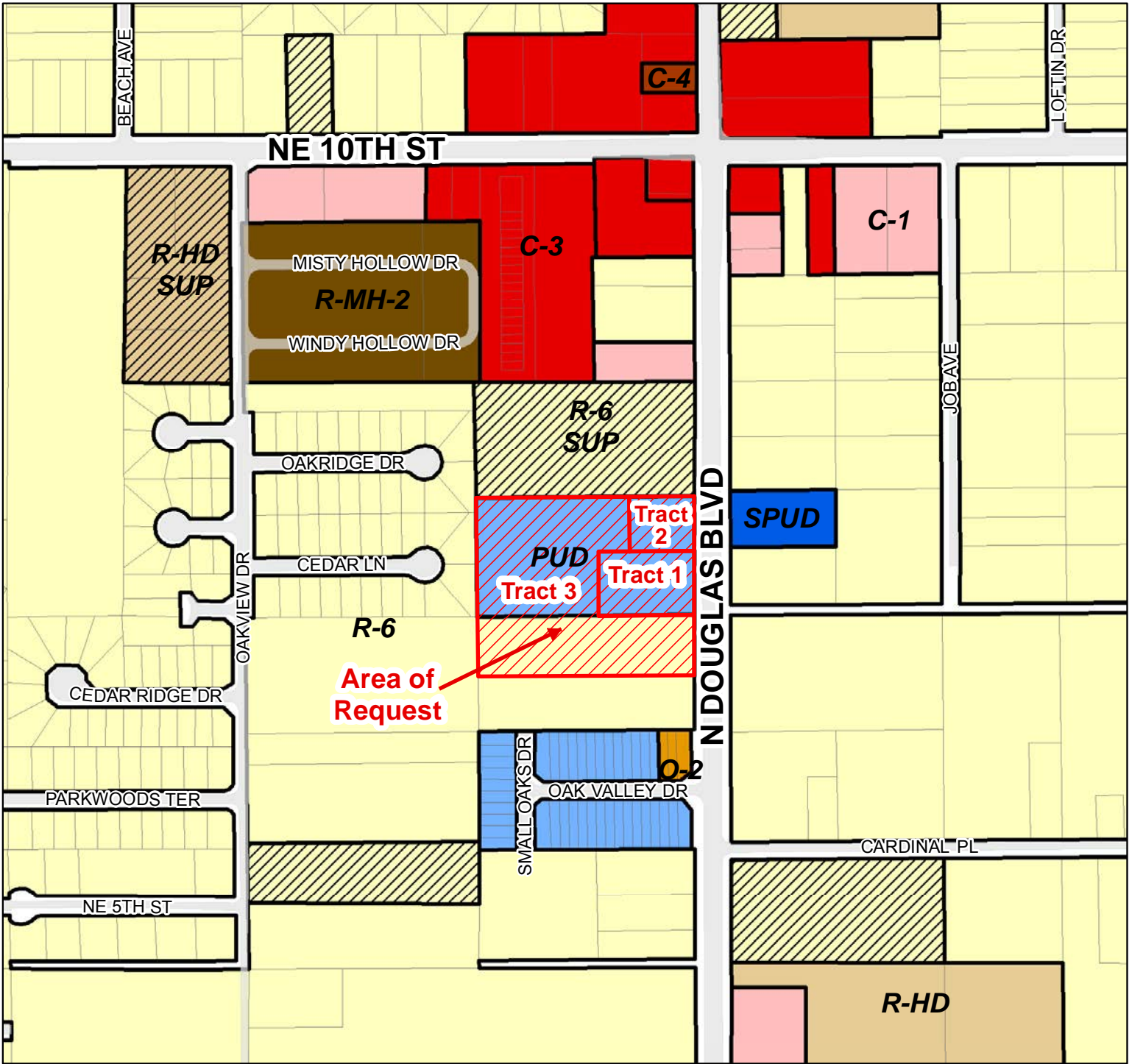


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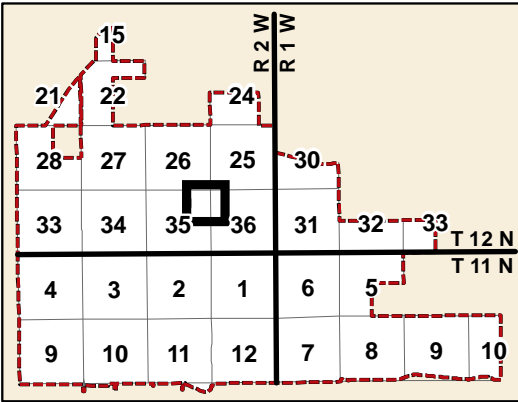


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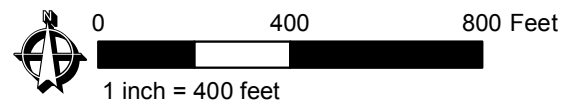
Locator Map



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-1877 / PC-1878 (NE/4, Sec. 35, T12N, R2W)



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The City of  
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COMMUNITY DEVELOPMENT DEPARTMENT

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COMPREHENSIVE PLANNING  
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BUILDING INSPECTION DIVISION  
Charles Belk, Building Official  
GIS DIVISION  
Kathy Spivey, GIS Coordinator

**To:** Honorable Mayor and City Council

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

**Date:** August 23, 2016

**Subject:** (PC – 1879) Discussion and consideration of approval of the proposed Final Plat of Son's Meadow Addition, located at 815 S. Anderson, between E. Reno Ave. and SE 15<sup>th</sup> St., described as a part of the NE/4 of Section 5, T11N, R1W.

**Dates of Hearing:** Planning Commission – August 2, 2016  
City Council – August 23, 2016

**Owners/Applicants:** Charles and Janet Cartledge

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

**Size:**

The area of request has a frontage along Anderson Road and Helm Drive of approximately 330 ft. and a depth of approximately 630 ft, containing an area of approximately 4.5 acres.

**Development Proposed by Comprehensive Plan:**

Area of Request – SFD- Single Family Detached Residential  
North and West – SFD- Single Family Detached Residential  
South and East - Choctaw

**Zoning Districts:**

Area of Request – R-6, Single Family Detached Residential  
North and West – R-6, Single Family Detached Residential  
South and East - Choctaw

**Land Use:**

Area of Request – site of one single family residence  
North, South and East – single family residences  
West - Vacant

**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:**

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

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA). Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

38-18.1. Purpose

The purpose of a Final Plat is to be ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

**History:**

1. This area has been zoned single-family residential since the adoption of the 1985 zoning code and has never been platted.
2. The preliminary plat was approved by the City Council October 27, 2015.
3. The Planning Commission recommended approval of this request August 2, 2016.

**Engineer's Comments:**

Public Improvements

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

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

Easements and Right-of-Way

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

**Fire Marshal's Comments:**

The fire department has reviewed the Final Plat of Son's Meadow Addition under Chapter 15 of the MWC Code of Ordinances. As there are no water lines available to service the area of request, the fire department will require that all new residential homes in the proposed Son's Addition either have a residential sprinkler system or a monitored fire alarm system according to Section 15-22 of the code.

**Staff Comments:**

The purpose of this final plat is to split the existing 4.5 acre lot into four (4) individual lots. Two (2) of the proposed lots will have frontage along Anderson Road and the other two (2) proposed lots will have frontage along Helm Drive. Proposed tracts 1 and 4 fronting onto Anderson Road are each one (1) acre in size. Proposed tracts 2 and 3 fronting onto Helm Drive are 1.38 and 1.39 acres.

There are no amenities proposed or required for this subdivision. The dedication of parks and open space is not required with this application as the density is not greater than one unit per net acre. The Midwest City Master Trails Plan does not identify planned trails through the area of request. A Tree Canopy Management Plan is not required as the area of request is less than five (5) acres.

Since this final plat meets the subdivision regulations, staff recommends approval of the of Son's Meadow Addition Final Plat subject to these comments.

**Action Required:** Approve or reject the final plat of Son's Meadow Addition located on the property as noted herein, subject to the staff comments and found in the August 23, 2016 agenda packet and made a part of PC- 1879 file.



Billy Harless, AICP  
Community Development Director

KG

**OWNERS CERTIFICATE AND DEDICATION:**

KNOW ALL MEN BY THESE PRESENTS:

THAT CHARLES W. CARTLEDGE, III, AND JANET S. CARTLEDGE, AS JOINT TENENTS BY VIRTUE OF WARRANTY DEED RECORDED NOVEMBER 25, 2015 AT BOOK 12985, PAGE 1485, THE OWNERS OF ALL OF THE PROPERTY CONTAINED AND INCLUDED IN THE ANNEXED PLAT OF SON'S MEADOW, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA, BEING A PART OF THE EAST HALF (E/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FIVE (5), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, IN 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, WHICH SAID PLAT PRESENTS A CAREFUL SURVEY OF ALL PROPERTY CONTAINED AND INCLUDED THEREIN AND IS HERBY ADOPTED AS THE PLAT OF SAID LAND UNDER THE NAME OF SON'S MEADOW, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA.

THE UNDERSIGNED DOES HEREBY FURTHER CERTIFY THAT THEY ARE THE OWNER OF THE LAND AND THE ONLY COMPANY, CORPORATION, PARTNERSHIP, PERSON OR ENTITY HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND INCLUDED IN SAID ANNEXED PLAT, EXCEPT AS SET FORTH IN THE BONDED ABSTRACTOR'S CERTIFICATE, AND DOES HERBY DEDICATE ALL STREETS AND UTILITY EASEMENTS HEREON TO THE PUBLIC FOR USE AS PUBLIC STREETS AND UTILITY EASEMENTS FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS FOREVER AND SHALL CAUSE THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT TITLE IS CLEAR.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE EXECUTED THIS INSTRUMENT IN OKLAHOMA COUNTY, OKLAHOMA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

CHARLES W. CARTLEDGE, III

JANET S. CARTLEDGE

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, PERSONALLY APPEARED CHARLES W. CARTLEDGE, III 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 WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, PERSONALLY APPEARED JANET S. CARTLEDGE TO ME, KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME AS HER FREE WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

**BONDED ABSTRACTOR'S CERTIFICATE:**

THE UNDERSIGNED DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR THE COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY AND STATE SHOW THAT THE LAND SHOWN ON THE ANNEXED PLAT OF SON'S MEADOW, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA APPEARS TO BE VESTED IN CHARLES W. CARTLEDGE, III, AND JANET S. CARTLEDGE, HUSBAND AND WIFE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, THERE WERE NO ACTIONS PENDING, OR JUDGMENTS OF ANY NATURE IN ANY COURT, OR ON FILE WITH ANY CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND OR THE OWNERS THEREOF, AND THAT THE TAXES ARE PAID FOR 2016 AND PRIOR YEARS AND THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES, TAX DEEDS OUTSIDE THE CHAIN OF TITLE RELIED ON AND IS SUBJECT TO MORTGAGES, EASEMENTS, RIGHTS-OF-WAY, OIL AND GAS LEASES AND MINERAL CONVEYANCES OF RECORD.

ATTEST:

STEWART ABSTRACT & TITLE OF OKLAHOMA

SECRETARY PRESIDENT

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, 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 HER FREE WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

**CERTIFICATE OF SURVEYOR:**

I, KENNETH R. SHUFORD, DO HERBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, AND THAT THE FINAL PLAT OF SON'S MEADOW, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, CONSISTING OF ONE SHEET, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE DAY OF SEPTEMBER 3, 2015, AND THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

KENNETH R. SHUFORD, LICENSED PROFESSIONAL LAND SURVEYOR NO. 1360  
CERTIFICATE OF AUTHORIZATION NUMBER 990, EXPIRES: 6-30-2018  
201 NE 38TH TERRACE, SUITE 1  
OKLAHOMA CITY, OK 73105  
405-789-5983

STATE OF OKLAHOMA  
COUNTY OF OKLAHOMA SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016, PERSONALLY APPEARED KENNETH R. SHUFORD 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 HER FREE WILL AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

# FINAL PLAT OF SON'S MEADOW ADDITION

**A part of the East Half (E/2) of the Northeast Quarter (NE/4) of Section Five (5), Township Eleven (11) North, Range One (1) West, of the Indian Meridian, Oklahoma County, Oklahoma.**



**LEGEND:**

- FND. 3/8" I.P.  
W/CAP, GED RLS 318
- SET 1/2" I.P.  
W/CAP, CA #990

**LEGAL DESCRIPTION:**

A PART OF THE EAST HALF (E/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION FIVE (5), TOWNSHIP ELEVEN (11) NORTH, RANGE ONE (1) WEST, OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER FOR THE PLACE OF BEGINNING; THENCE NORTH 1°05'24" WEST 330 FEET; THENCE SOUTH 89°24'45" WEST 629.25 FEET; THENCE SOUTH 0°57'35" EAST 330 FEET; THENCE NORTH 89°24'43" EAST 630 FEET TO THE PLACE OF BEGINNING, CONTAINING 4.77 ACRES, MORE OR LESS.

**CERTIFICATE OF COUNTY TREASURER:**

I, BUTCH FREEMAN, HEREBY CERTIFY THAT I AM THE DULY QUALIFIED AND ACTING COUNTY TREASURER OF OKLAHOMA COUNTY, STATE OF OKLAHOMA, THAT THE TAX RECORDS OF SAID COUNTY SHOW THAT ALL TAXES PAID FOR THE YEAR 2016 AND ALL PRIOR YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT OF SON'S MEADOW, AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARANTEEING PAYMENT OF THE CURRENT YEAR TAXES.

IN WITNESS WHEREOF, SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

BY: \_\_\_\_\_  
(CHIEF DEPUTY) (COUNTY TREASURER)

**CITY PLANNING COMMISSION APPROVAL**

I, \_\_\_\_\_, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MIDWEST CITY, STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE SAID COMMISSION DULY APPROVED THE ANNEXED PLAT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

CHAIRMAN

**ACCEPTANCE OF DEDICATION BY THE CITY COUNCIL**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, THAT THE DEDICATIONS SHOWN ON THE ANNEXED PLAT ARE HERBY ACCEPTED, ADOPTED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

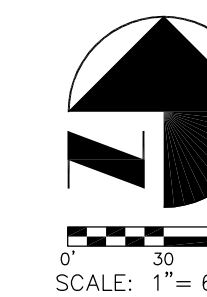
ATTEST:

CITY CLERK MAYOR

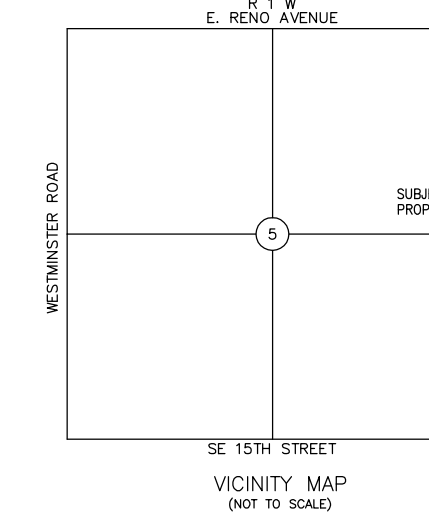
**CERTIFICATE OF CITY CLERK**

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF MIDWEST CITY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND ALL DEFERRED PAYMENTS OR UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS HAVE BEEN PAID IN FULL AND THAT THERE ARE NO SPECIAL ASSESSMENT PROCEDURE NOW PENDING AGAINST THE LAND SHOWN ON THE ANNEXED PLAT OF SON'S MEADOW.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.



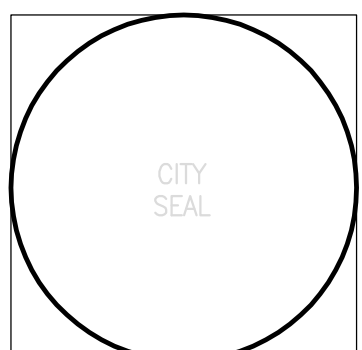
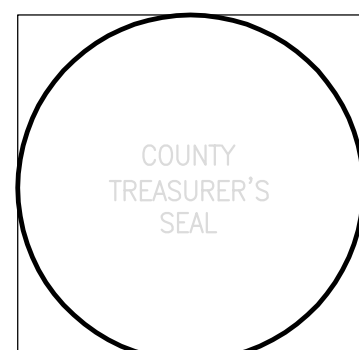
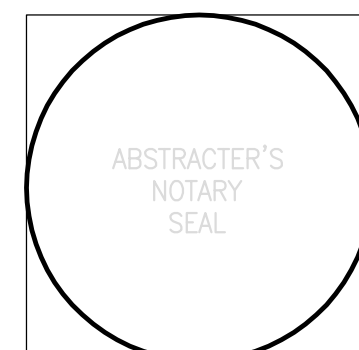
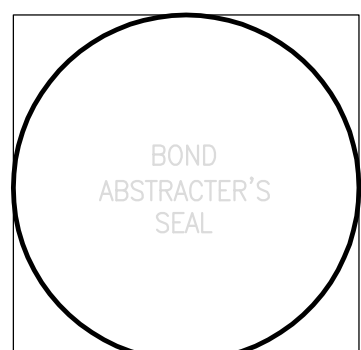
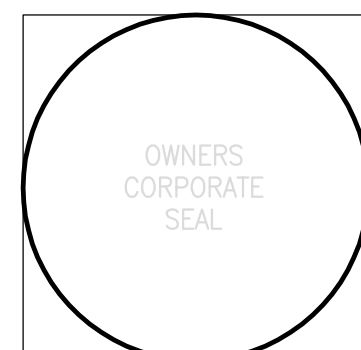
BASIS OF BEARINGS:  
BASIS OF BEARING BEING N 01°05'24" W ALONG THE EAST LINE OF THE NE/4, SECT. 5, T11N, R1W, I.M., PER OKC 2013 GPS CONTROL NETWORK, MONUMENT #127 & #126.

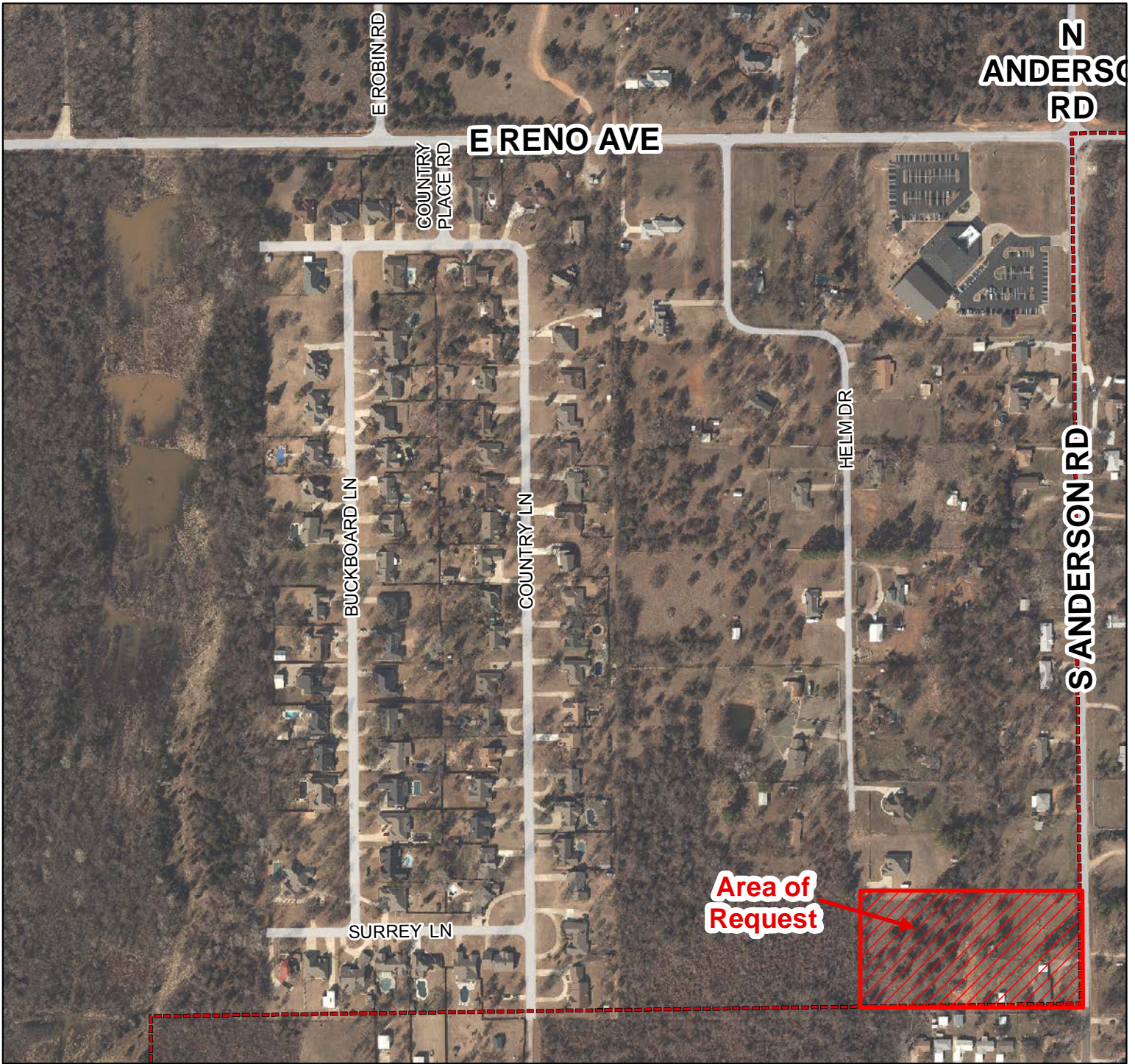


FINAL PLAT: SON'S MEADOW

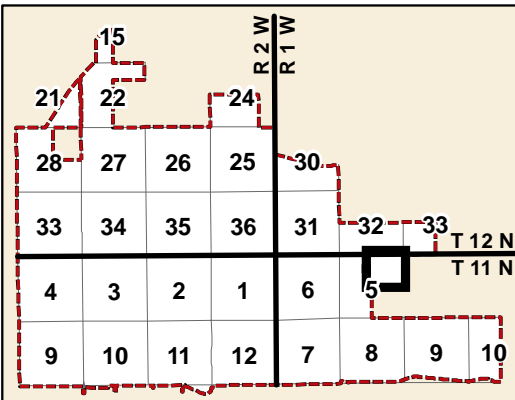
**DELTA SURVEYING COMPANY**  
201 NE 38TH TERRACE, SUITE 1  
OKLAHOMA CITY, OK 73105  
Certificate of Authorization # 990  
Expires 6-30-2018  
Phone: (405) 789-5983  
Fax: (405) 789-5984

07-07-2016

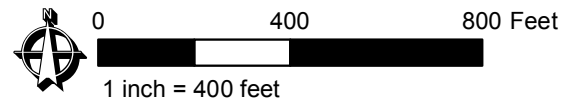




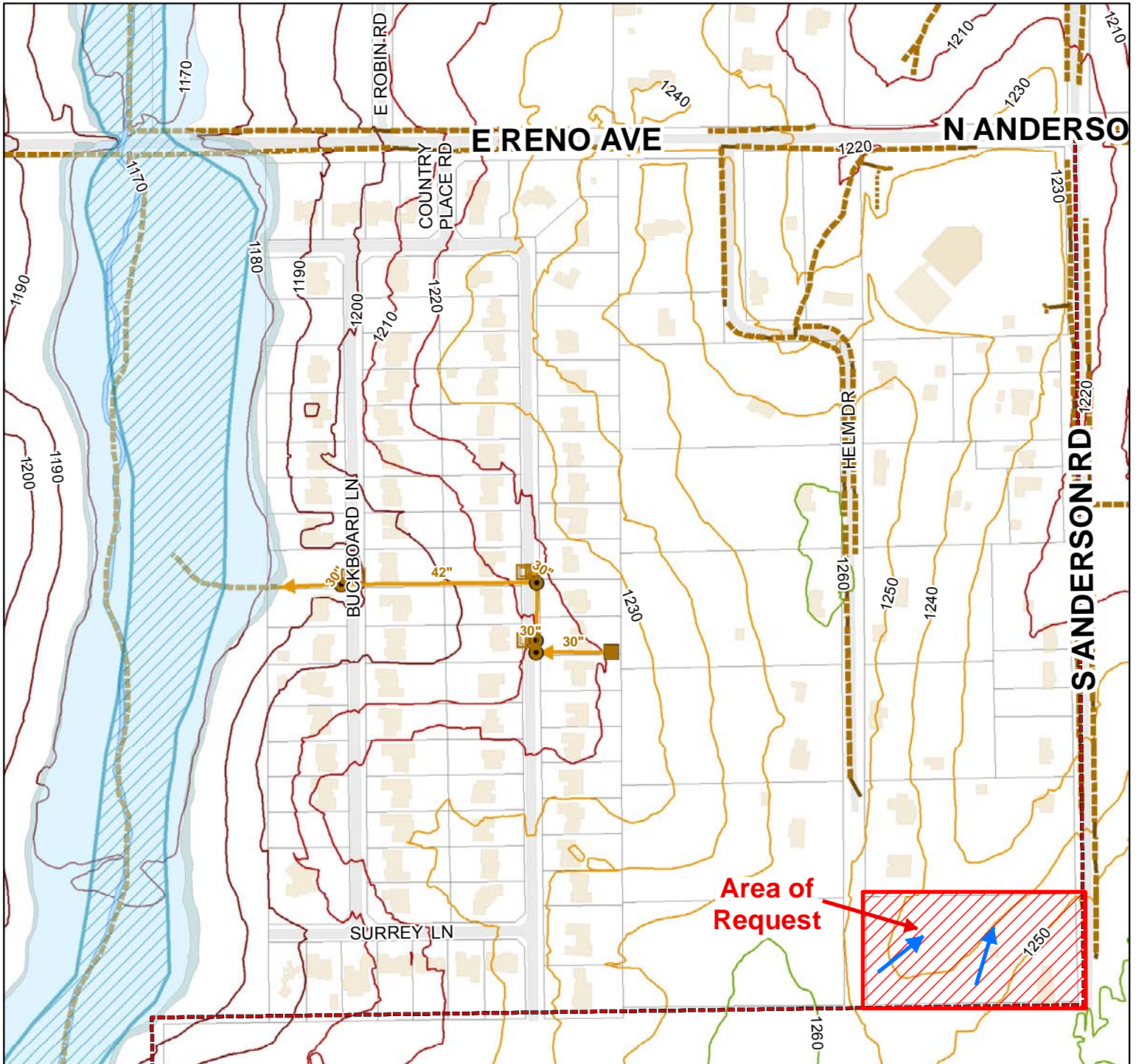
Locator Map



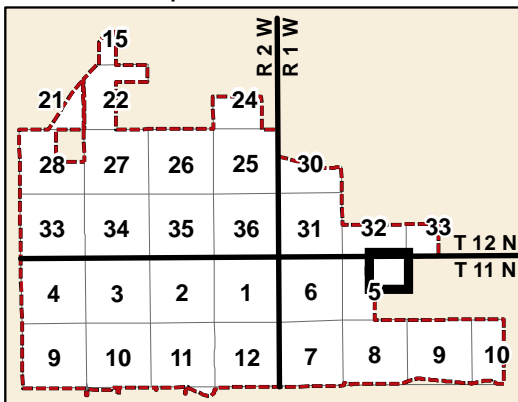
**2015 DOP (AERIAL) VIEW FOR  
PC-1879  
(NE/4, Sec. 5, T11N, R1W)**



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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-1879

(NE/4, Sec. 5, T11N, R1W)



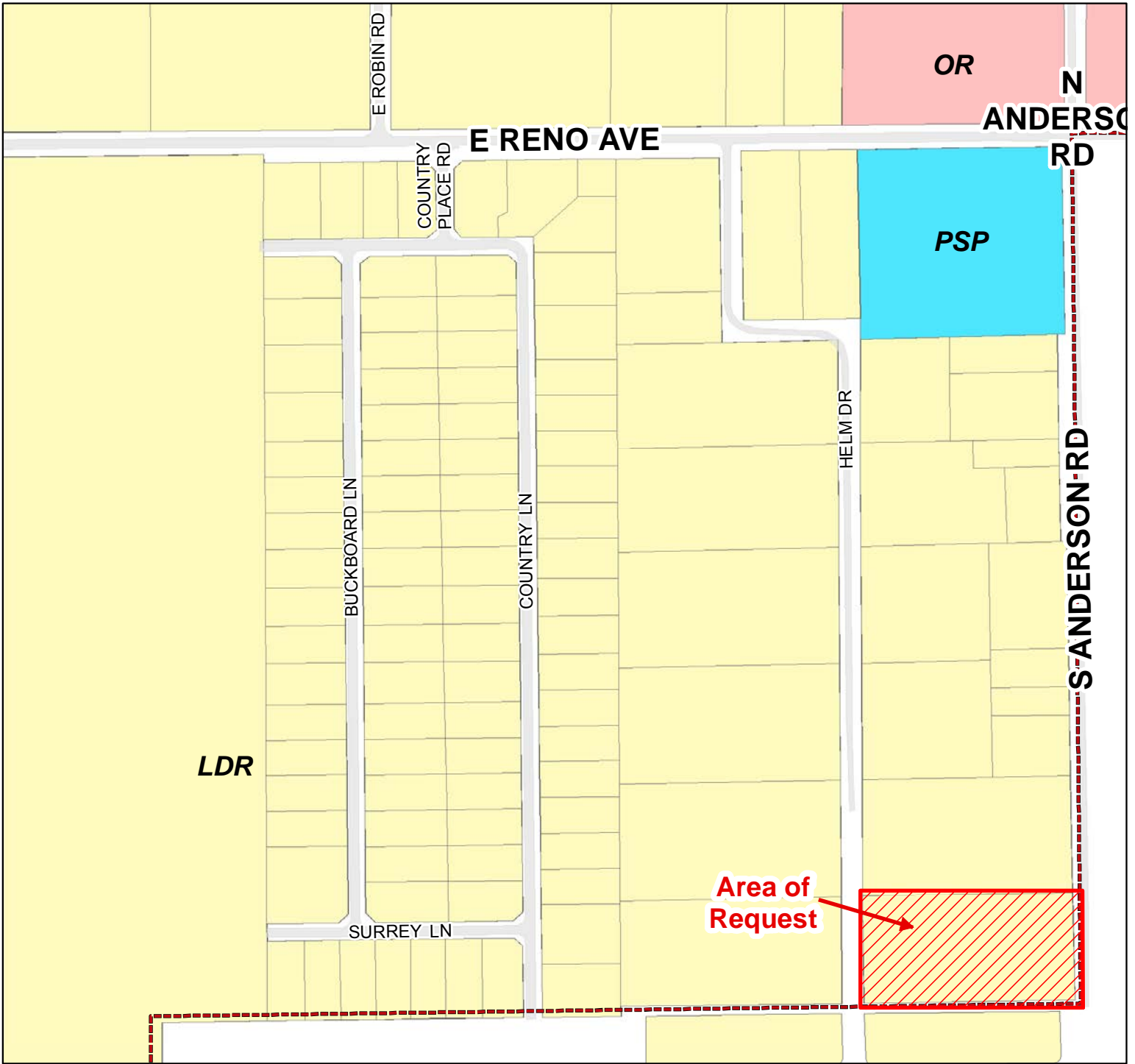
0 400 800 Feet



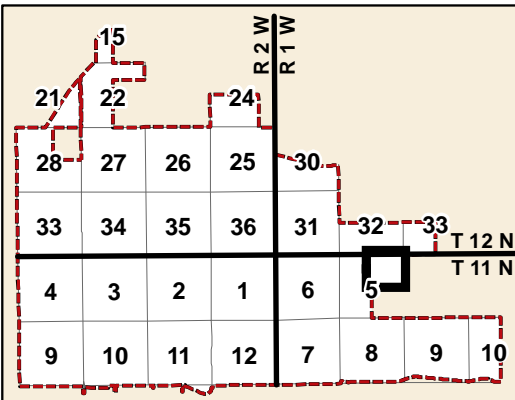
1 inch = 400 feet

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









Locator Map

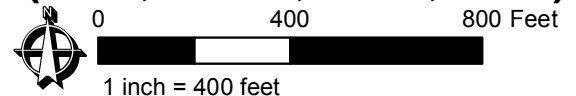


Future Land Use Legend

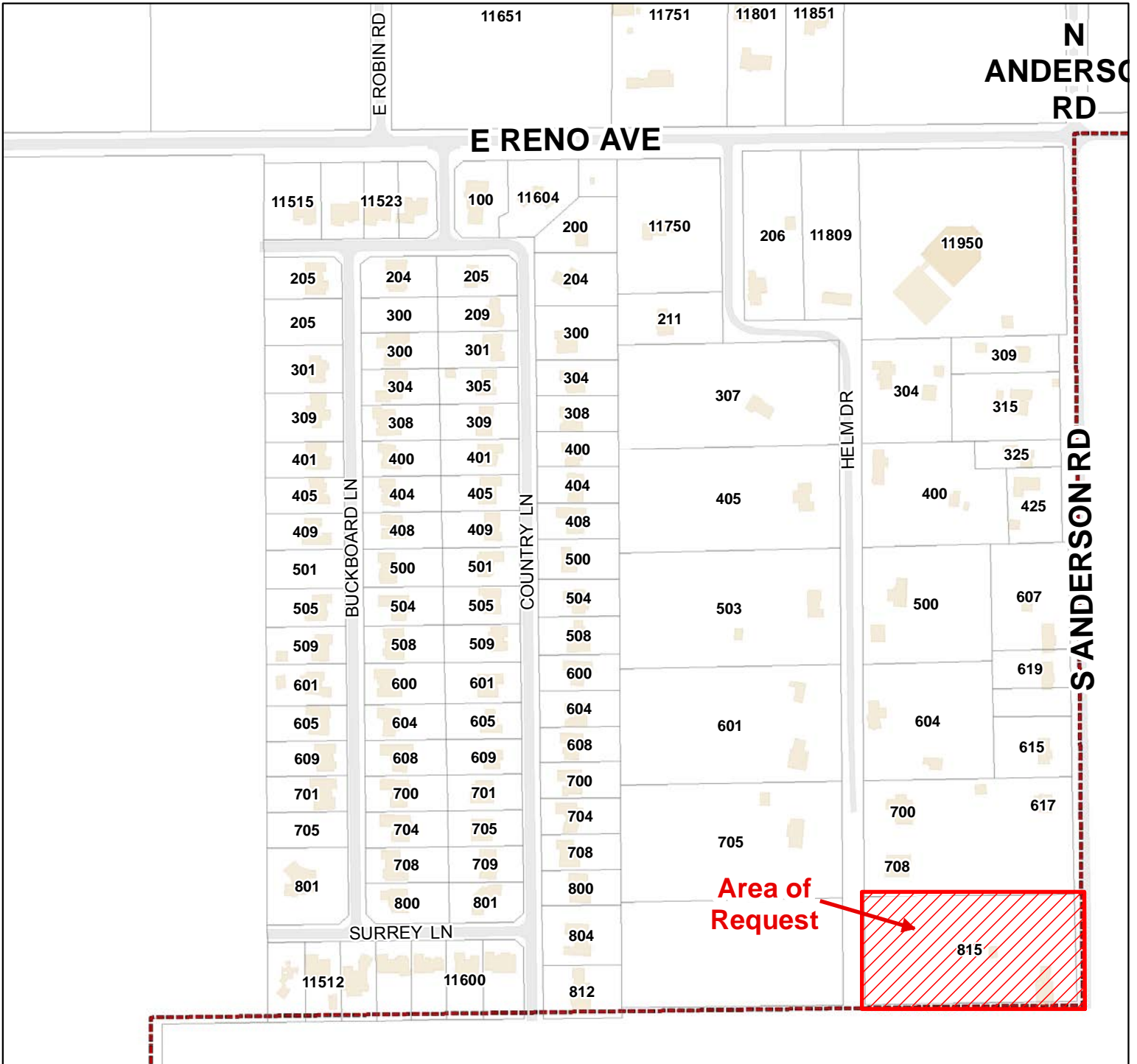
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE  
MAP FOR  
PC-1879**

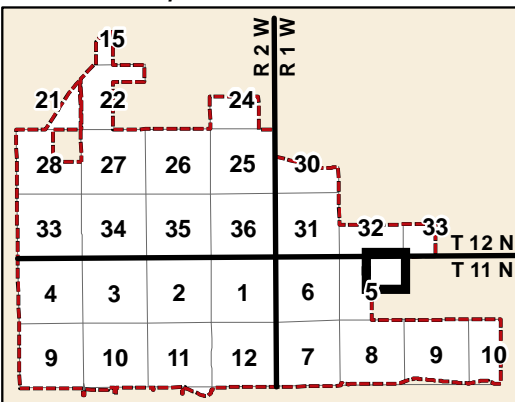
**(NE/4, Sec. 5, T11N, R1W)**








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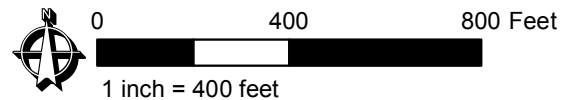
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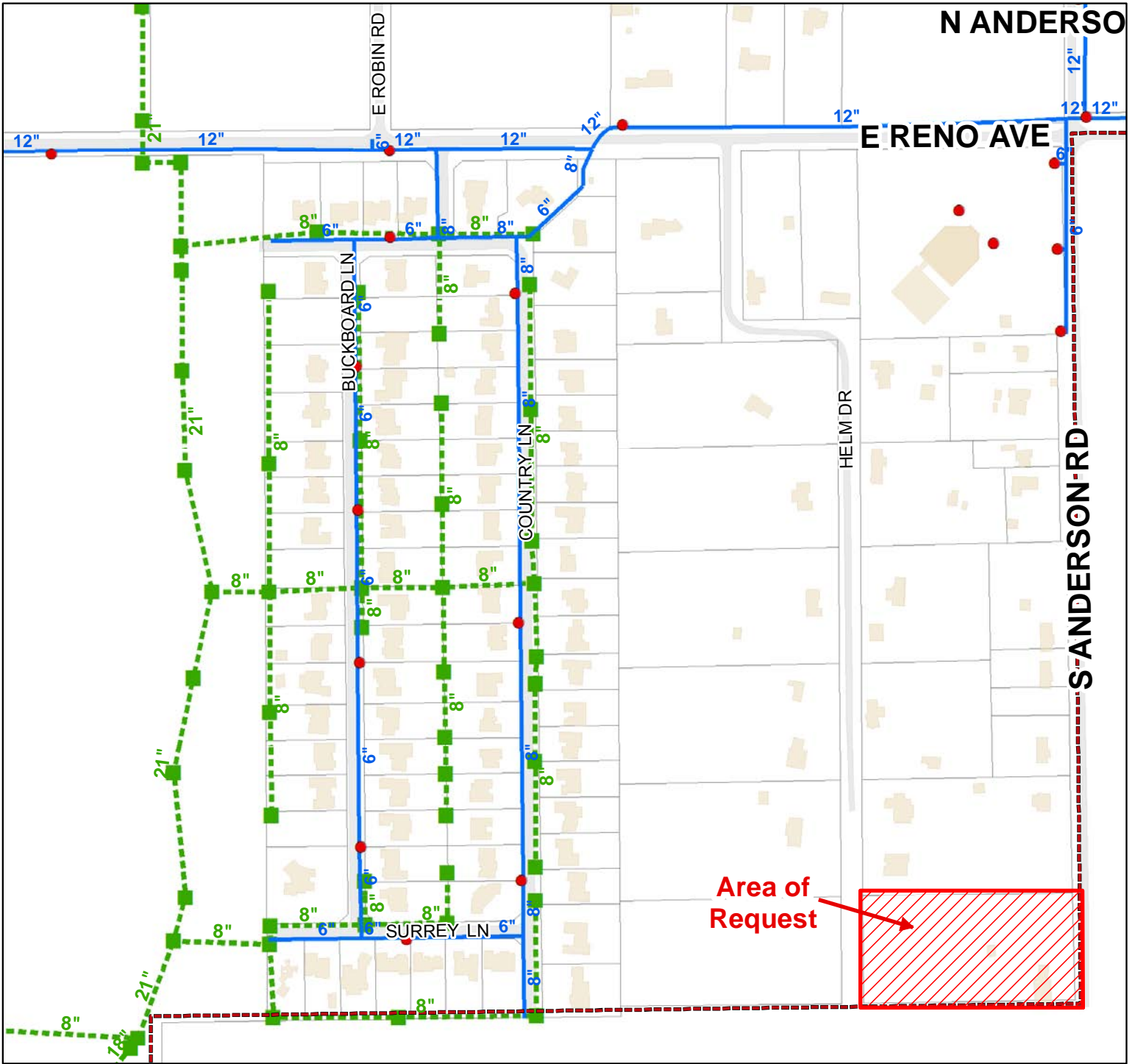
**General Map Legend**

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

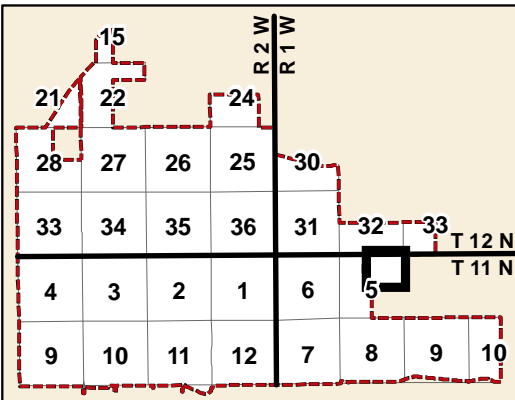
**GENERAL MAP FOR  
PC-1879  
(NE/4, Sec. 5, T11N, R1W)**



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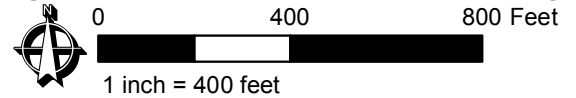
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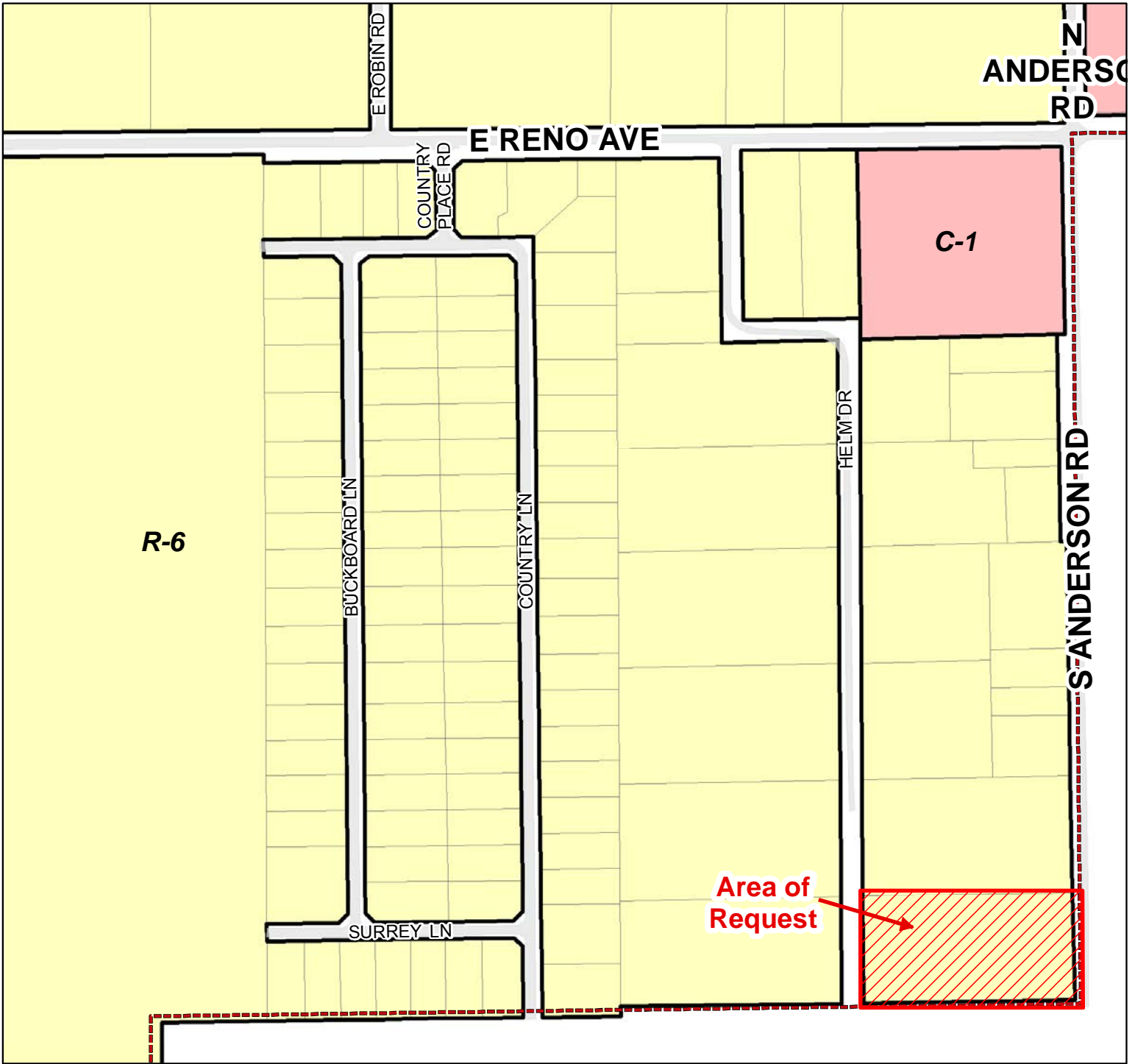
**Water/Sewer Legend**

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

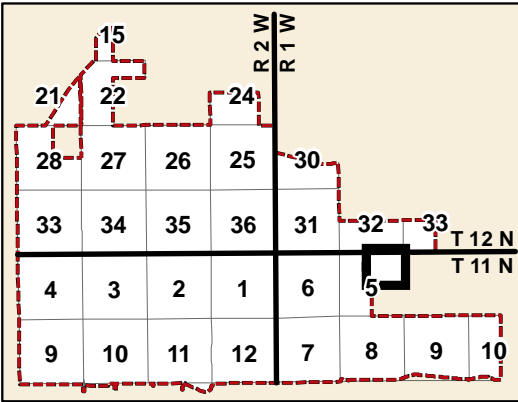
**WATER/SEWER LINE LOCATION MAP FOR PC-1879 (NE/4, Sec. 5, T11N, R1W)**



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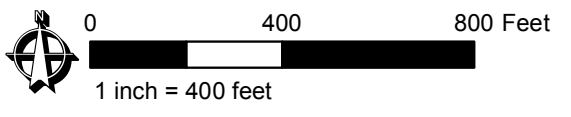
Locator Map



Current Zoning Legend

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

ZONING MAP FOR  
PC-1879  
(NE/4, Sec. 5, T11N, R1W)



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

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
Ron Green, Manager  
COMPREHENSIVE PLANNING  
Anais Starr, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Charles Belk, Building Official  
GIS DIVISION  
Kathy Spivey, GIS Coordinator

**To:** Honorable Mayor and Council

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

**Date:** August 23, 2016

**Subject:** (PC – 1880) Public hearing with discussion and consideration of approval of an ordinance redistricting from R-6, Single Family Detached Residential to a Planned Unit Development (PUD) governed by the C-3, Community Commercial District, for the property described as a part of the NW/4 of Section 15, T-11-N, R-2-W, located at 7200 SE 29<sup>th</sup> Street.

**Dates of Hearing:** Planning Commission – August 2, 2016  
City Council – August 23, 2016

**Owner / Applicant:** City of Midwest City

**Proposed Use:** The existing uses of a park, water feature and Welcome Center will remain. The additional proposed use is that of a public service sign.

**Size:**

The area of request has a frontage along SE 29<sup>th</sup> Street of approximately 1947 ft and a varying depth, containing an area of approximately 8 acres.

**Development Proposed by Comprehensive Plan:**

Area of Request – Park / Open Space

North – Town Center

South – Tinker Air Force Base

East – I-40 right-of-way

West – I-40 right-of-way

**Zoning Districts:**

Area of Request – R-6, Single Family Detached Residential

North – PUD

South – Tinker Air Force Base

East and West – I-40 right-of-way

**Land Use:**

Area of Request – park, water feature, welcome center

North – commercial development

South – Tinker Air Force Base

East and West – I-40 right-of-way

**Comprehensive Plan Citation:**

Commercial Land Uses

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops and pawn shops. Commercial uses often locate along major thoroughfares not because they need the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the fact that commercial uses often have a greater need for the outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.

**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.

**Staff Comments:**

**Engineer's Report:**

Note: This application is a request to rezone a property 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 adjacent to 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 any new building applications.

Sanitary Sewer Collection and Disposal

An eight (8) inch public sewer main is located on the south side of S.E. 29th Street in the street right-of-way adjacent to 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 any new building applications.

Streets and Sidewalks

Access to the area of request is available from S.E. 29th Street. S.E. 29th Street is classified as a primary arterial road in the 2008 Comprehensive Plan. S.E. 29th Street is a four (4) lane, 65-foot wide, curbed, with a median, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred twenty feet (120) adjacent to the area of request and presently, S.E. 29th Street has one hundred twenty feet (120) of right-of-way adjacent to and parallel to the north side of the area of request.

Street improvements are not required with this application.

Sidewalk does extend throughout the site providing pedestrian access.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage for the area of request is provided by the Town Center Development regional detention pond. Currently, the area of request is developed with the Welcome Center and a park. 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 improvements are not required with this application.

Detention improvements are not required with this 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.

**Fire Marshall's Report:**

Any future development must meet chapter 15 of the municipal code.

**Plan Review Comments:**

The intention of the proposed Bicentennial Park PUD is to ensure that all current uses of the property are compliant with the Zoning Ordinance and to allow for a future public service, informational sign for the Midwest City Chamber of Commerce.

The site is already developed with a welcome center, park, an air force jet fighter plane exhibit and water feature/detention area. The only proposed new development within the area of request is for a public service sign. In 2013, the Midwest City Chamber of Commerce was awarded grant money for a public service sign advertising events and promotions in Midwest City. The Chamber has asked the City for permission to erect the sign on the area of request due to the high visibility on SE 29<sup>th</sup> and S. Air Depot Blvd.

The proposed PUD is to be governed by the C-3, Community Commercial District. The proposed allowed uses under the PUD are as follows:

- Community Recreation: Restricted
- Cultural Exhibits
- Administrative and Professional Offices
- Convenience Sales and Personal Services



The PUD states that the maximum height of the sign would be 20' adjacent to the roadway and that the maximum surface area would not exceed 180 square feet per side. Both of these items meet the requirements for free-standing signs as prescribed in the Sign Ordinance. The proposed sign will have a digital sign face on either side. The PUD proposes still and video images on both sign faces. The Sign Ordinance defines pole covers as "a decorative covering constructed of materials that are attractive, aesthetically pleasing and architecturally consistent with the sign and/or the main building on the premises, built the full length of and entirely surrounding the free standing poles on which the sign is mounted." As the poles proposed with this sign are bare and not covered by any material, a variance is requested to allow the decorative poles. The poles are consistent with architectural styles in Town Center and for that reason, staff recommends approval of this requested variance. The sign must be located out of the right-of-way per the Sign Ordinance.

The sign proposed in this ordinance would be in addition to the two existing monument signs on either side of the entrance drive to the welcome center. No other free-standing signs are proposed. Staff would recommend that no other free-standing signs other than what is requested with this application be allowed on the site.

Access into the site is existing via two curb cuts from SE 29<sup>th</sup> Street. No additional curb cuts are proposed.

If approved, a sign contractor licensed in Midwest City must apply for and be issued a sign permit prior to installation of the sign. As the proposed sign will be lit, an electrical permit will also need to be obtained by a Midwest City licensed electrician.

Variance requested:

Use of decorative poles in lieu of pole covers on the proposed sign

The intention of the sign is to provide information regarding events in Midwest City to Tinker AFB personnel and citizens of Midwest City and also to have visitors use the services available at the Midwest City Welcome Center. As the intent is to inform people of events, activities and promotions in Midwest City, staff recommends approval of this request.

**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 August 23, 2016 agenda packet and made a part of PC-1880 file.



Billy Harless, AICP  
Community Development Director

**PUD No. PC-1880**

**Design Statement of the Planned Unit Development titled  
Bicentennial Park PUD**

**Midwest City, Oklahoma**

**July 29, 2016**

Owner:

City of Midwest City

100 N. Midwest Blvd.

Midwest City, OK

**General Location:**

This property is located south of Lot 3C and Outparcels 5, 6, 7 and 8 of the Town Center Plaza development. It is bound on the south by Interstate 40 and on the east and west by Interstate 40 right-of-way.

The property is primarily already developed. There are no residential uses abutting or near the site. Traffic will be routed from and onto the major arterial street of SE 29<sup>th</sup> Street.

**PUD Concept:**

This site encompasses an area of approximately 8 acres, more or less. See the Master Development Plan Map for a site layout.

The site is currently developed with the Midwest City Welcome Center, a playground, detention pond/water feature and a decommissioned air force jet fighter plane. Parking for the existing uses is already available. The only additional use proposed through this PUD is that of one public service, informational sign.

**Site and Surrounding Areas:**

To the north of the site is the Town Center Plaza, a large commercial shopping and dining center. To the south, east and west is Interstate 40 and Interstate 40 right-of-way.

The Midwest City Welcome Center that is located on the site was built in 1998. The playground was built around the same time. The detention pond/water feature was developed in 2005 to accommodate drainage from the neighboring Town Center development.

**Governing Zoning Districts:**

The development as proposed will be governed by the C-3, Community Commercial District as with the Midwest City Zoning Ordinance along with the Planned Unit Development requirements found in this PUD Design Statement. The permitted uses with this PUD from the Community Commercial district shall be as listed below.

**Special Development Regulations:**

The following uses will be the only uses permitted within the area of this PUD;

Community Recreation: Restricted

Cultural Exhibits

Administrative and Professional Offices

Convenience Sales and Personal Services

Personal Services: Restricted

There are currently two monument signs for the Midwest City Welcome Center on either side of the entrance drive. These two signs will remain. In 2013, the Midwest City Chamber of Commerce was awarded grant money for a public service, informational sign to be located near Interstate 40 displaying information regarding upcoming activities, promotions and events produced by the City of Midwest City and/or the Midwest City Chamber of Commerce. This sign would be considered a public service sign according to the Midwest City Zoning Ordinance. This PUD would allow for one sign to be placed on the lot as indicated on the Master Development Plan Map. The maximum height of the proposed sign would be 20'0". There is a low point on the site and that is where the sign is proposed to be located. The height shall be 20' from the elevation of the adjacent roadway. The maximum surface area would not exceed 180 square feet per side. The surface area of the sign incorporates a digital sign face on either side. Video and still images are proposed on both digital faces. A rendering of the proposed sign is included in this PUD. Decorative poles similar to styles used in Town Center Plaza are incorporated in the design of the sign. In the case of a conflict with the Midwest City Sign Ordinance regarding pole covers, a variance allowing poles as shown on the rendering is requested. No commercial advertising will be displayed on this public service sign.

Special events such as food truck sales, cruise-ins, festivals and bike nights that are allowed in the C-3 district shall also be allowed on this site.

Access to the site is existing via two curb cuts onto SE 29<sup>th</sup> Street. No new access points are requested in this PUD.

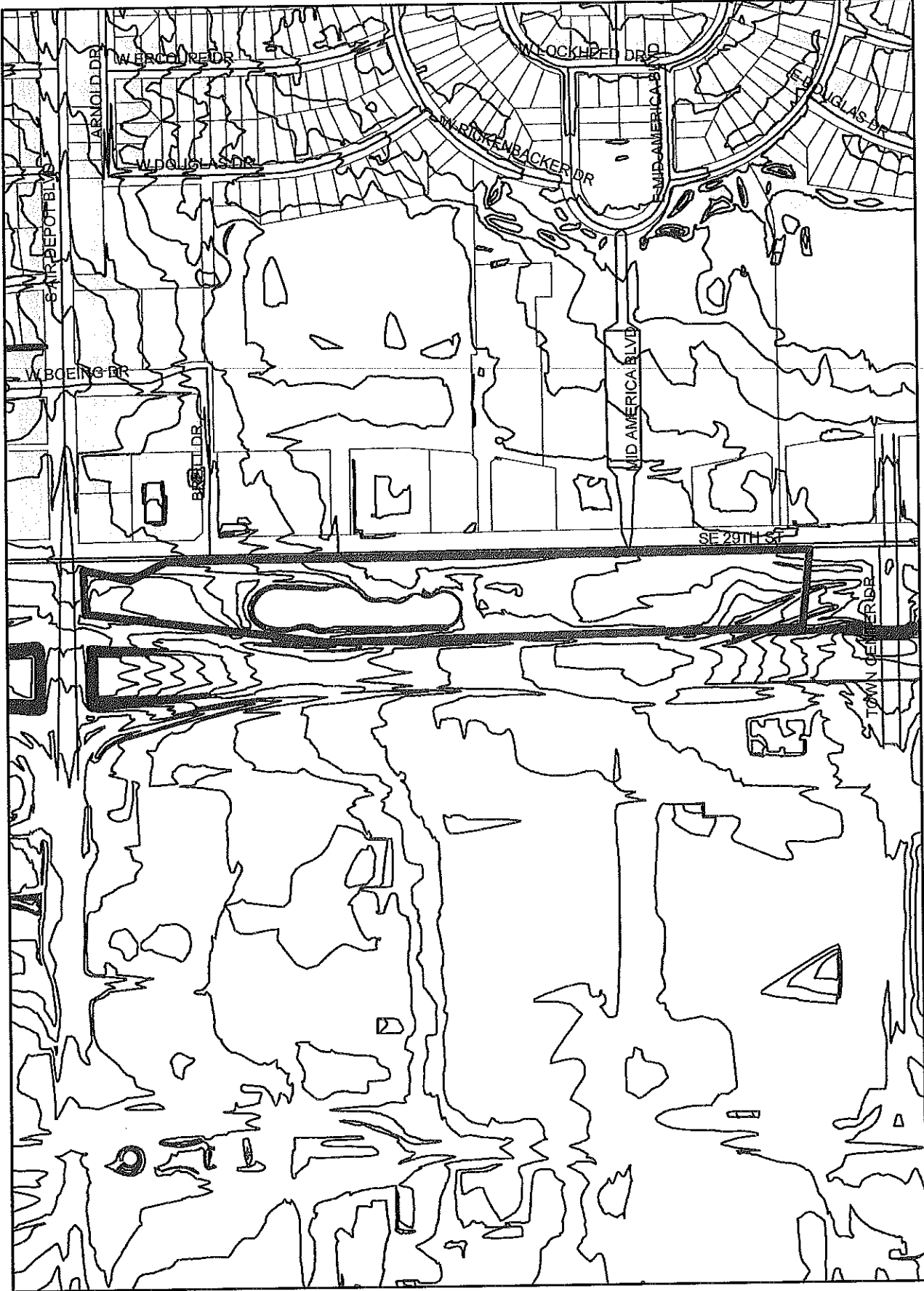
**Physical Characteristics:**

According to the US Web Soil Survey, the site is identified as urban land. Trees are sparse throughout the site. No trees will be removed during the installation of the proposed informational sign. There are no flood plains impacting this site. Drainage for the site is provided by the Town Center Development regional detention pond.

**Sequence of Development:**

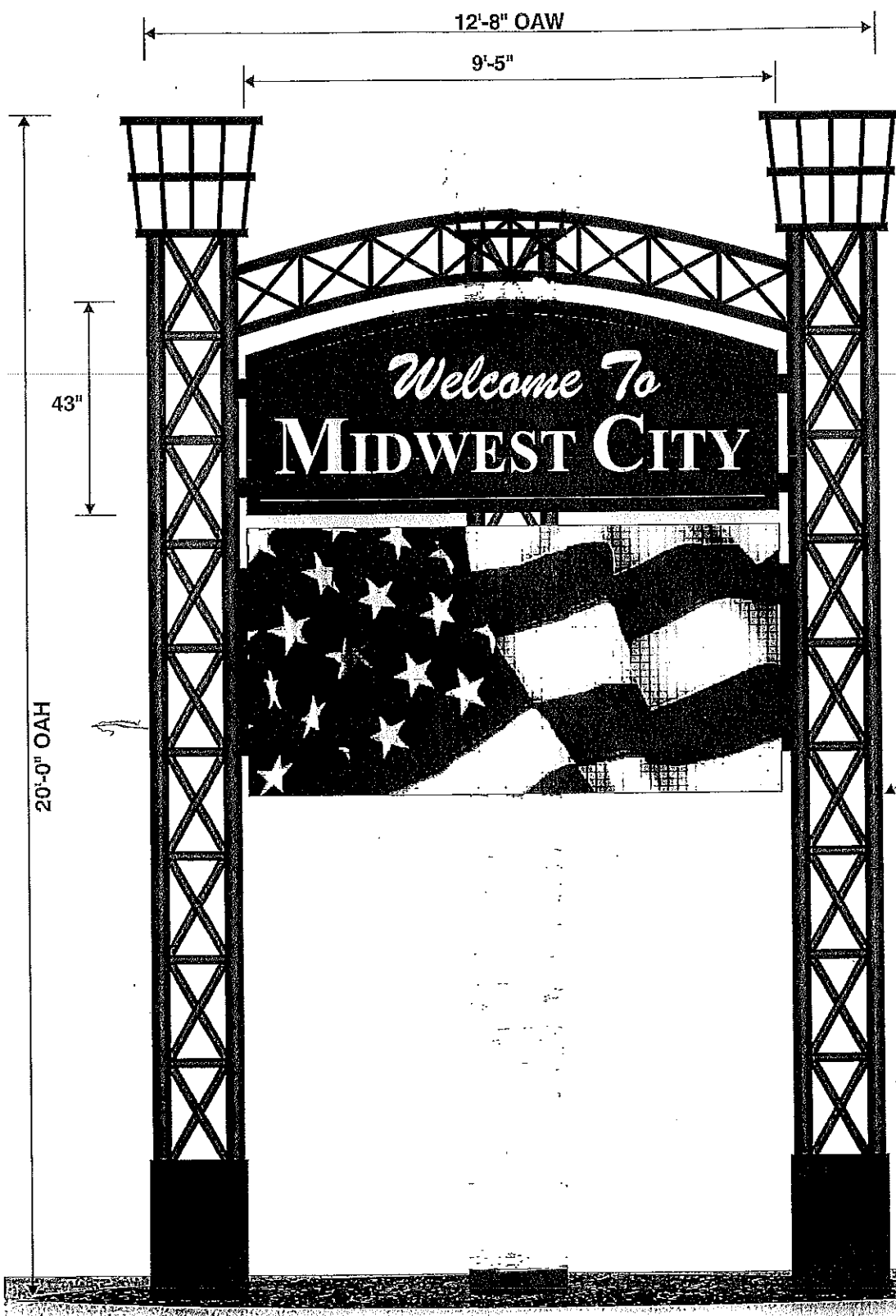
The only new development on the site will be the installation of the non-accessory sign. The current uses are fully developed. No other development is proposed on this site.

# Bicentennial Park Contours



9'

fabricate and install a D/F pylon sign - rout-out copy, plex backing - internally illuminated - painted finish  
pylon with two sides having signage - custom fabricated poles...



We made this sign 20' over all height because that is the limit in Midwest City.

The price for manufacturing and installing this sign is.....\$83,105.00. This sign incorporates two digital sign faces. The digital sign is made by WatchFire, the leader in electronic signs for the sign industry. The size is 4'-5" x 9'-0-3". This will be a 19mm RGB, full color, with a 64 x 144 matrix. The ID portion of the sign will be rout out show thru, aluminum face backed with white plex.

watchfire 19mm  
RGB full color  
64X144 matrix  
4'-5"h X 9'-3"w

40.8h

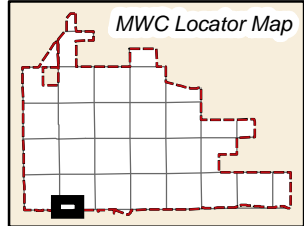
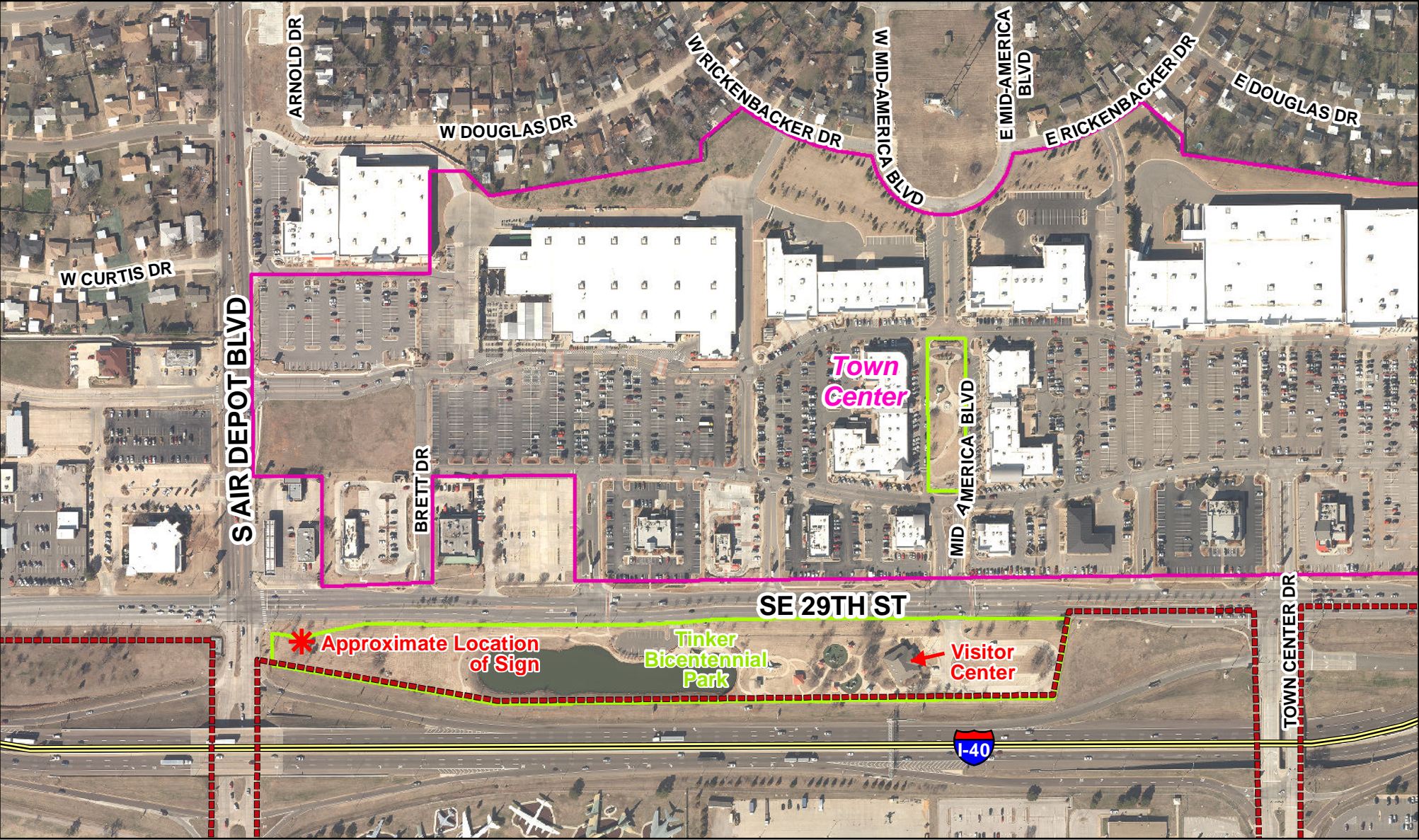
19" OAW pole system - square tubing cross members with round steel poles.

CLIENT City of Midwest City  
SALESMAN Bill SCALE 3/8" = 1'  
DESIGNER AJ APPROVAL


401 North Ann Arbor  
Oklahoma City, OK.  
73127  
405.949.1555

**MetroSign**  
Corporation

# Master Development Plan Map for Proposed Welcome Sign

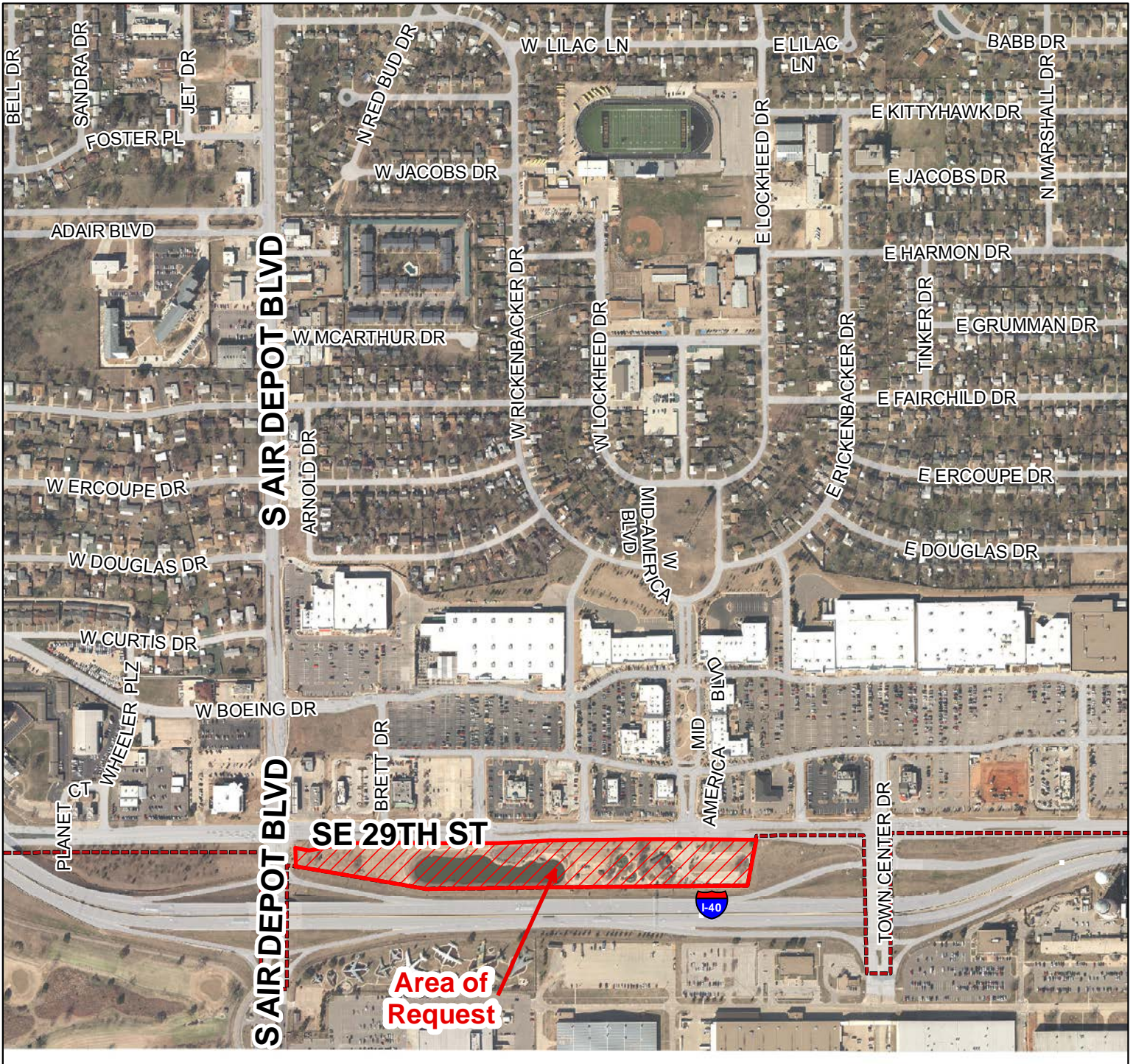


### Legend

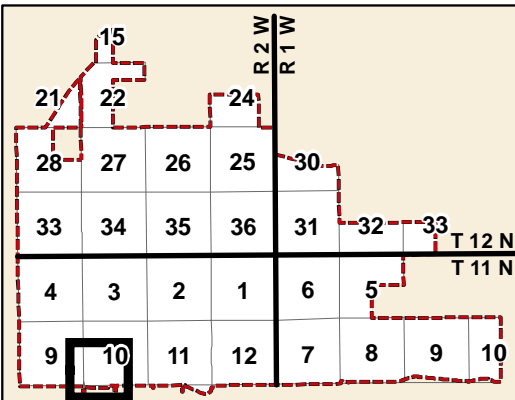
- City Projects
  - Parks
  - MWC City Limits
  - \* Proposed Sign Location
- 

0                      400 Ft

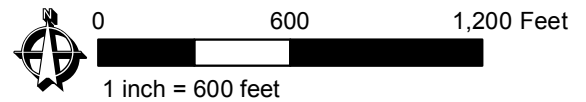
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Locator Map

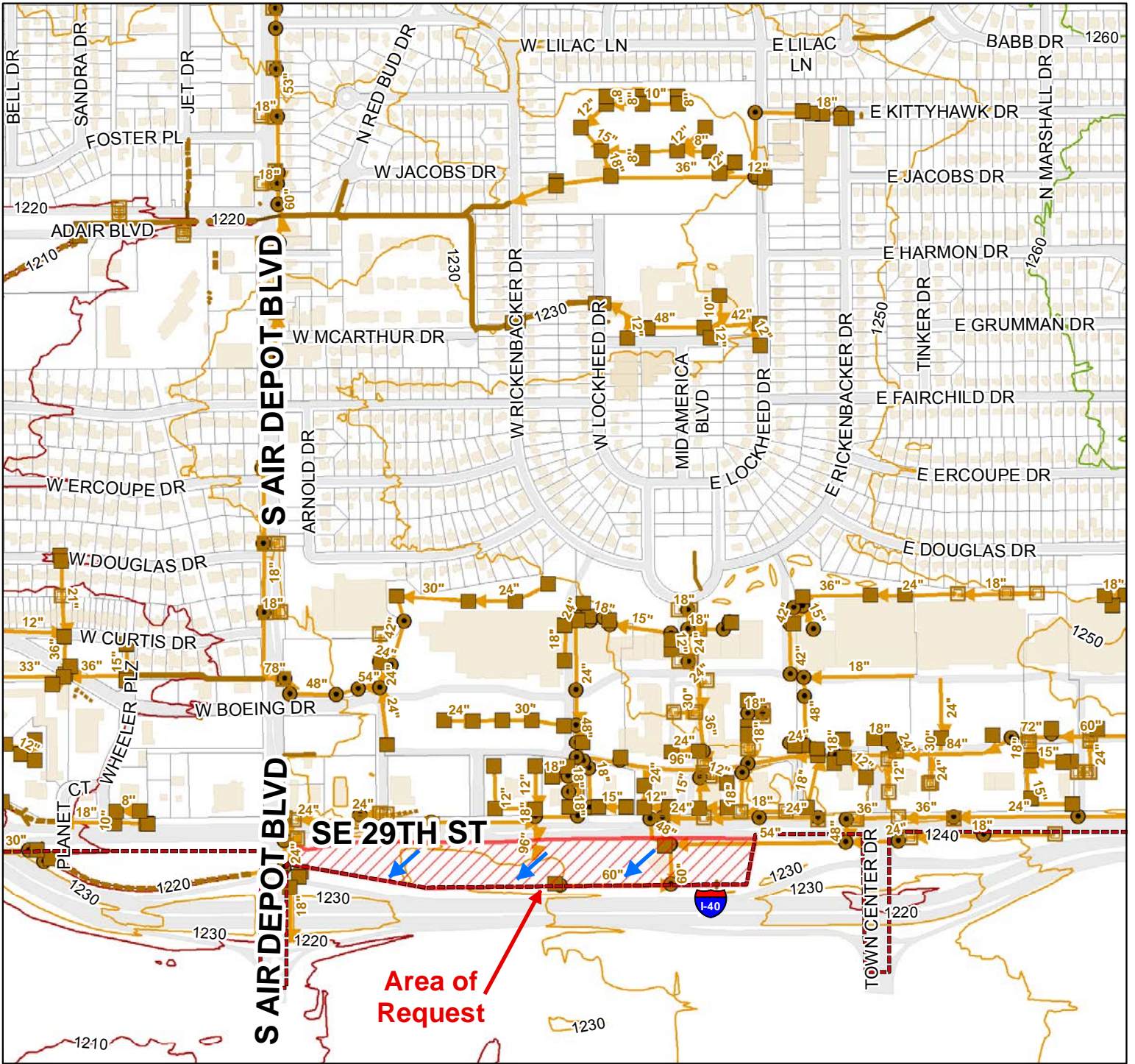


**2015 DOP (AERIAL) VIEW FOR  
PC-1880  
(NW/4, Sec.15, T11N, R2W)**

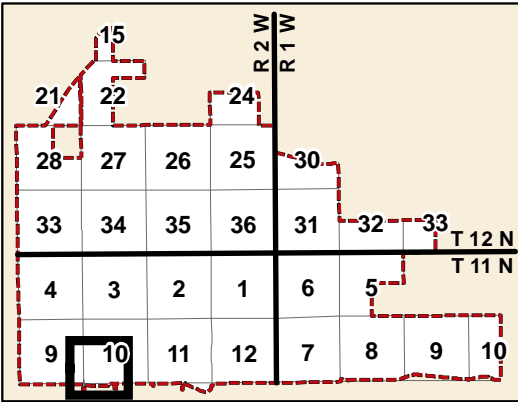


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Locator Map

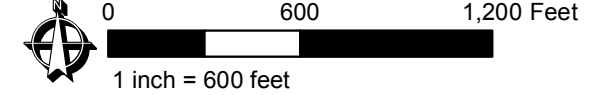


- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

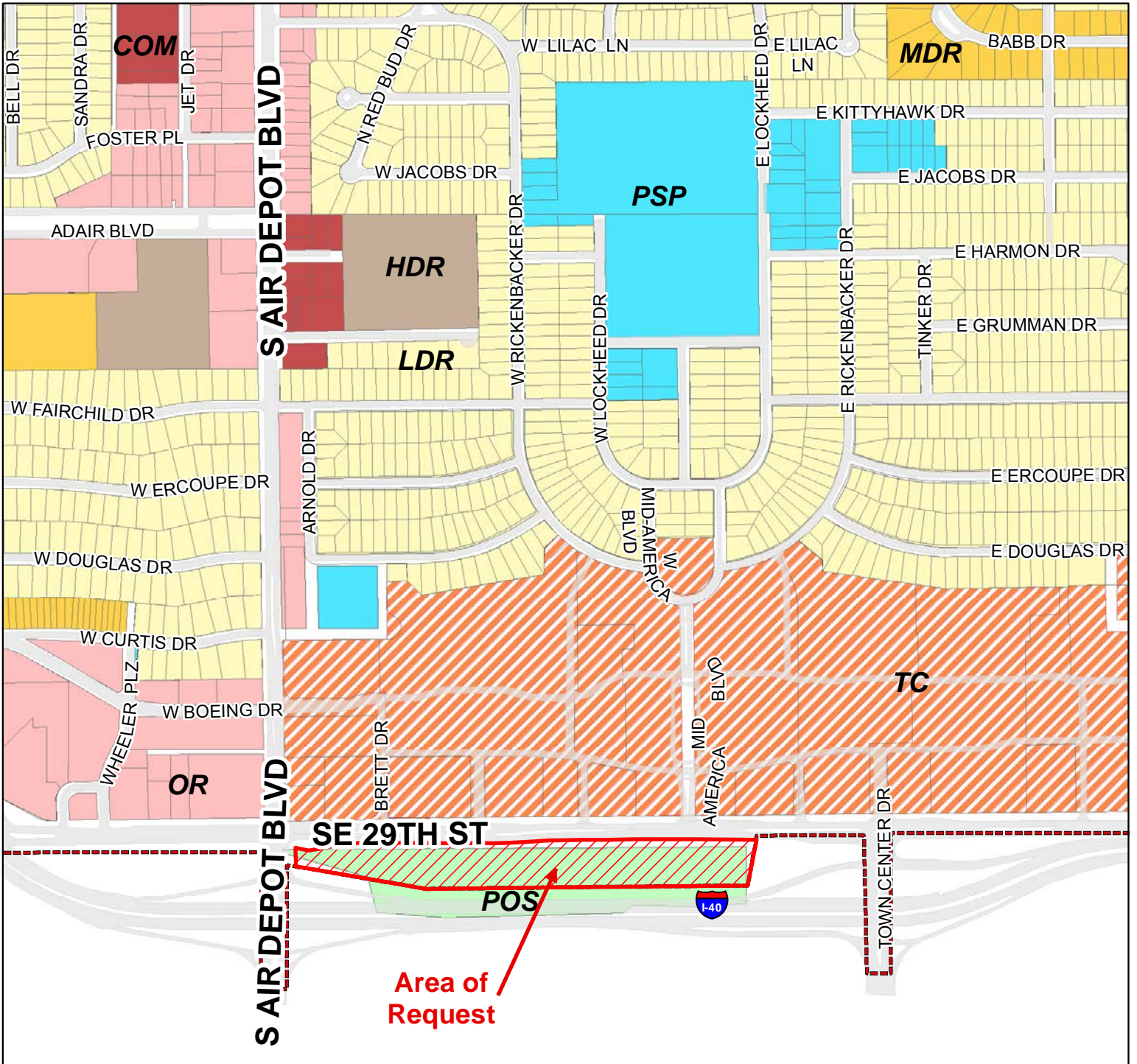
- 2009 FEMA Floodplains**
- 500-yr floodplain
  - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

## DRAINAGE LOCATION MAP FOR PC-1880

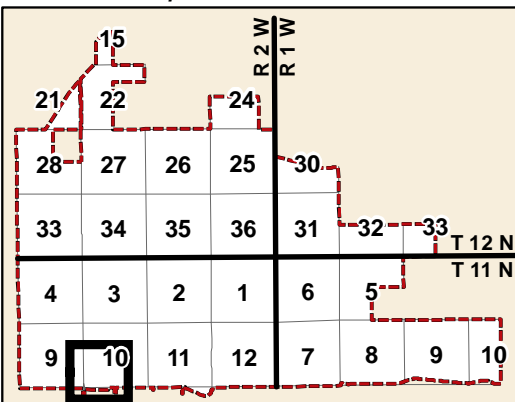
(NW/4, Sec.15, T11N, R2W)



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Locator Map



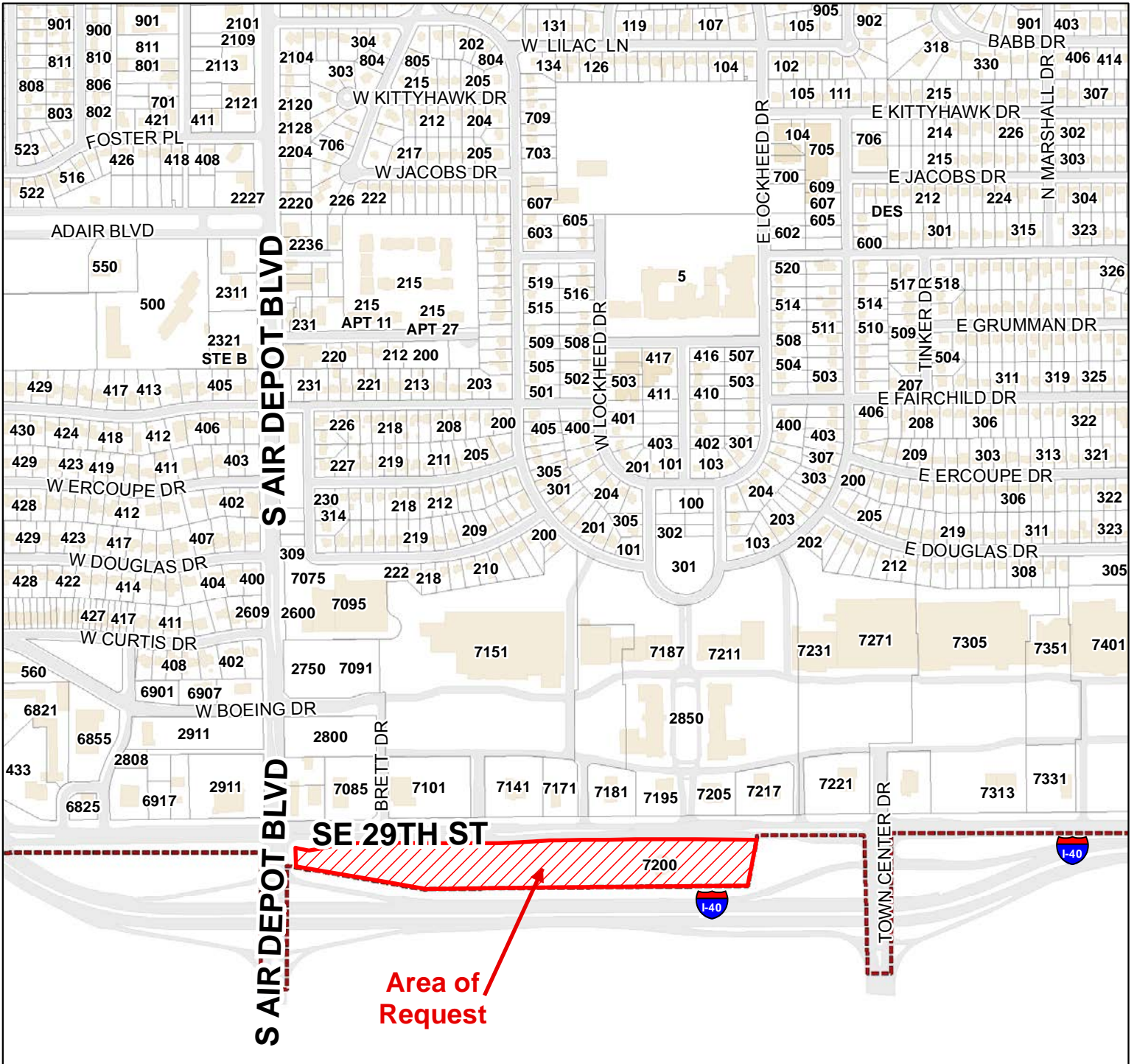
Future Land Use Legend

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

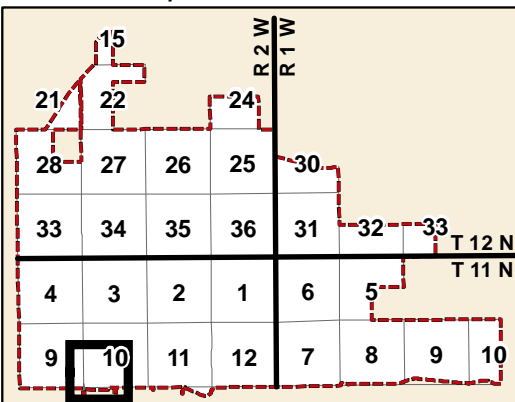
**FUTURE LAND USE  
MAP FOR  
PC-1880  
(NW/4, Sec.15, T11N, R2W)**








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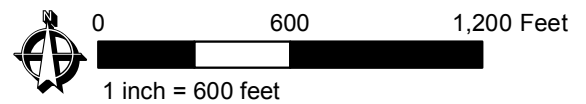
Locator Map



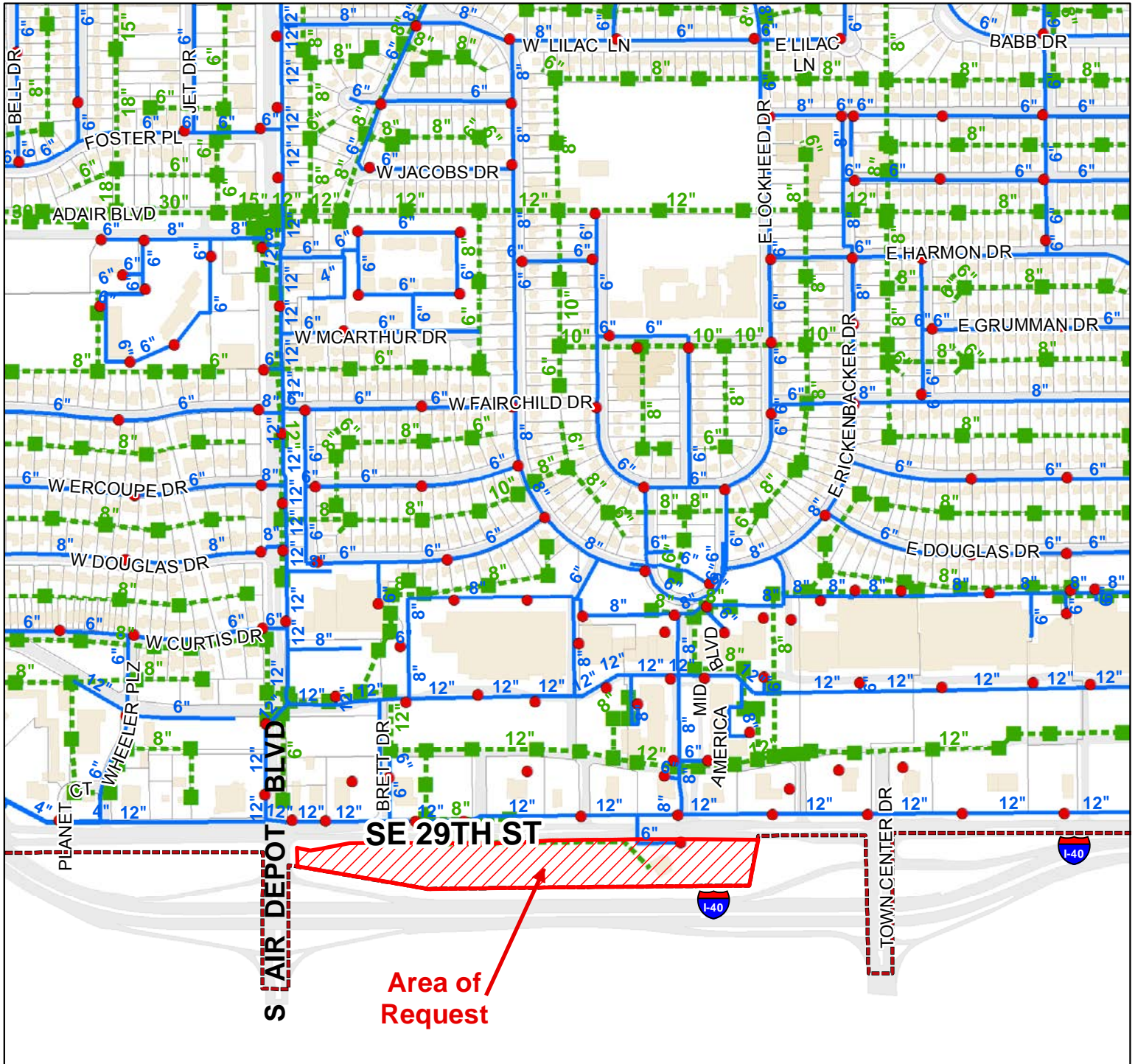
**General Map Legend**

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

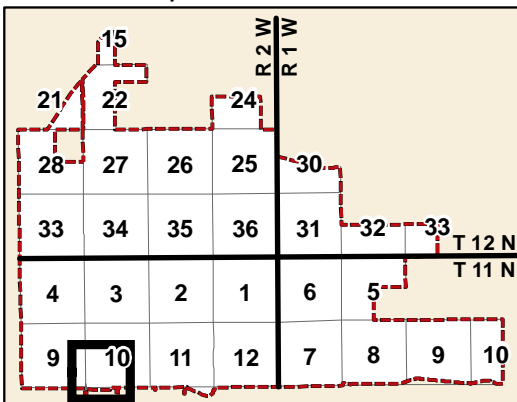
**GENERAL MAP FOR  
PC-1880  
(NW/4, Sec.15, T11N, R2W)**



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Locator Map

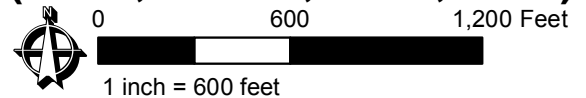


Water/Sewer Legend

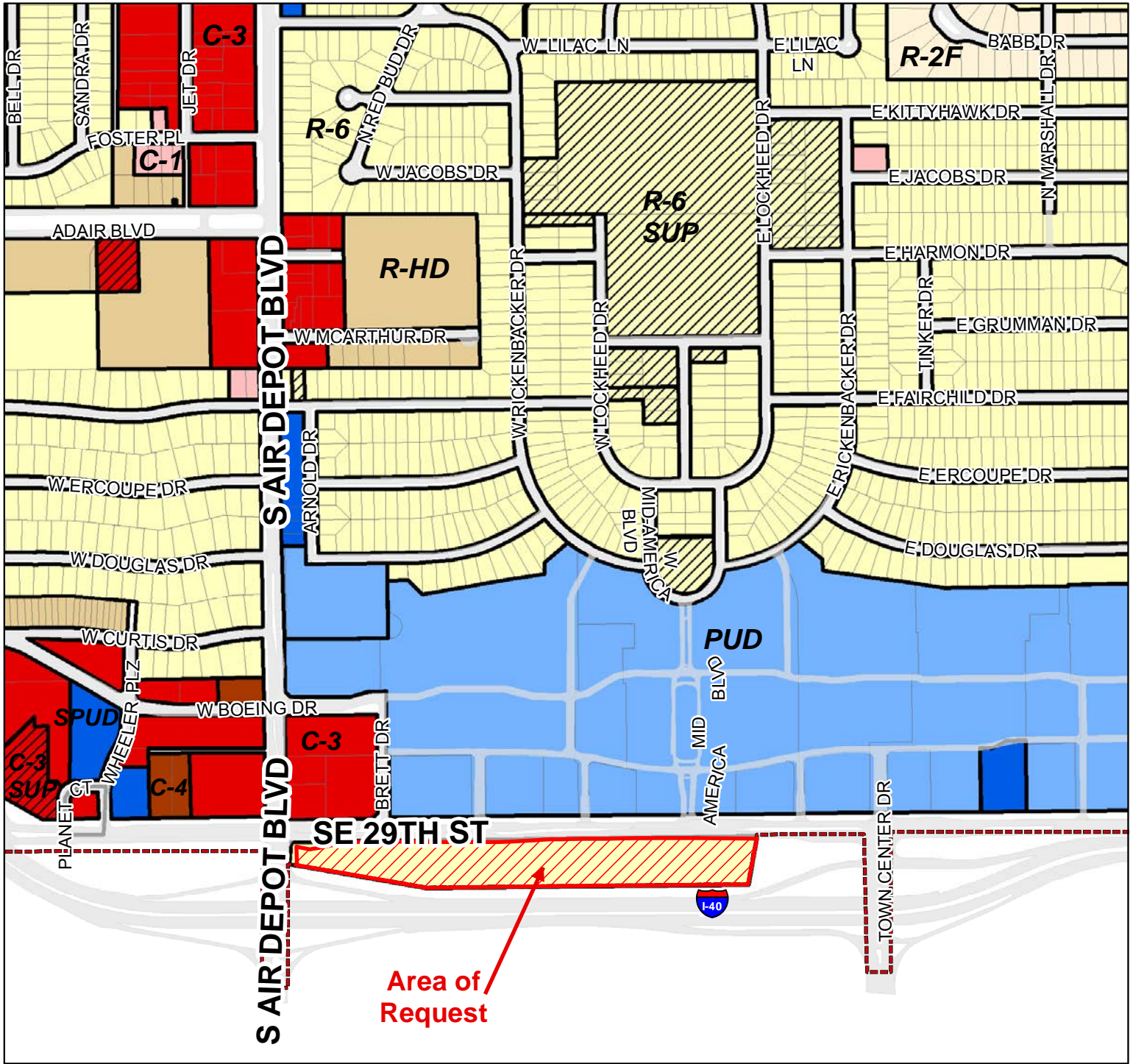
- Fire Hydrants
- Water Lines
  - Distribution
  - Well
  - OKC Cross Country
  - Sooner Utilities
  - Thunderbird
  - Unknown
- Sewer Manholes
- Sewer Lines

**WATER/SEWER LINE LOCATION MAP FOR PC-1880**

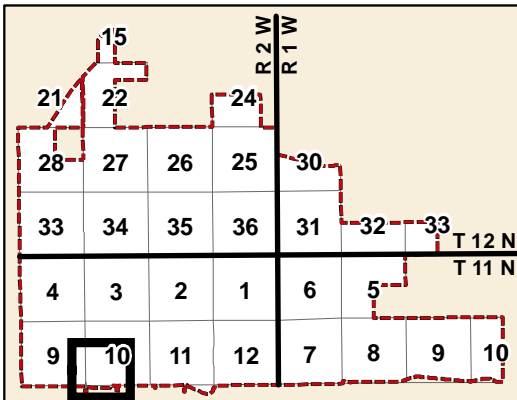
(NW/4, Sec.15, T11N, R2W)



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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-1880 (NW/4, Sec.15, T11N, R2W)**



0 600 1,200 Feet



1 inch = 600 feet

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**City Manager**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
ghenson@midwestcityok.org  
Office: 405-739-1207 / Fax: 405-739-1208  
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: August 23, 2016

SUBJECT: Discussion and consideration of accepting a resolution opposing State Question 777 and State Question 779 and forwarding to the Governor's office for consideration.

---

At the Mayor's request, these two state questions are presented to you for consideration. Action is at your discretion.

J. Guy Henson, City Manager

Resolution \_\_\_\_\_

Opposing State Question 777

**WHEREAS**, access to clean, high-quality potable water in appropriate quantities is a primary right of the City of Midwest City (hereinafter referred to as the City); and

**WHEREAS**, preservation of soil and air quality are equally valuable to the City; and

**WHEREAS**, ensuring these elements for its residents and businesses is the pre-eminent obligation of the City; and

**WHEREAS**, SQ 777 would compromise the City's ability to provide an ample and safe water supply to its residents at reasonable expense; and

**WHEREAS**, providing these benefits and infrastructure to its residents, and maintaining them, is an on-going and ever-increasing financial burden for the City; and

**WHEREAS**, a core function of the City, as allowed by Title 11 Oklahoma Statutes Section 43, is to regulate land usage and zoning according to community desires and needs, through community-based processes and zoning ordinances, while protecting property rights of all citizens, and planning for the successful growth and development of the City; and

**WHEREAS**, the proposed amendments to the Oklahoma Constitution provided in SQ 777 provide protection for a specific group of residents and industry provided to no other group or industry in the State of Oklahoma, at the expense of all other residents and industry; and

**WHEREAS**, SQ 777 would take precedence over the ordinances, regulations and plans of the City, compromising their ability and obligation to protect the health, safety and welfare of its residents; and

**WHEREAS**, SQ 777 would compromise the ability of the State of Oklahoma, its regulatory agencies, and the City to take action to manage technology that impacts industrial, farming and ranching operations potentially harmful to its residents; and

**WHEREAS**, guaranteeing access to high-quality and ample quantity of water, and efficient and appropriate delivery systems, under the provisions of SQ 777, could result in extensive and expensive litigation on the part of the City; and

**WHEREAS**, passage of SQ 777 could result in increased expenses in providing high-quality and ample water as a result of agricultural runoff, chemical treatment, and animal by-products; and

**WHEREAS**, SQ 777 would allow special consideration of one industry ('farming') that could set a precedent for allowing similar special considerations for any and all industries and practices in Oklahoma; and

**WHEREAS**, SQ 777 provides that this special consideration is guaranteed ‘forever,’ which precludes consideration of any unforeseen practices, treatments, or chemicals, on the obligations and ability of the State of Oklahoma and the City to provide to their residents an ample quantity of high-quality water at a reasonable rate and manageable expense.

**Now therefore**, be it resolved that the City of Midwest City opposes State Question 777 as a threat to the City’s ability to meet the needs and requirements of its residents and provide for their health, safety and welfare.

PASSED and APPROVED by the City of Midwest City this 23<sup>rd</sup> day of August, 2016.

CITY OF MIDWEST CITY

---

MATTHEW D. DUKES, II, Mayor

ATTEST:

---

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 23<sup>rd</sup> day of August, 2016.

---

MARY ANN KARNS, Acting City Attorney



Resolution \_\_\_\_\_

Opposing State Question 779

**WHEREAS**, Education Week ranked Oklahoma 48th in the nation for education outcomes, evidence that Oklahoma teachers are in dire need of a pay increase; and

**WHEREAS**, Oklahoma's average sales tax rank is 8.77 percent with Oklahoma ranked 6th in the nation for overall combined sales tax; and

**WHEREAS**, Oklahoma ranks 44th in the nation for poverty, and the poorest Oklahomans pay nearly 11 percent of their income in taxes; and

**WHEREAS**, Sales taxes are regressive, negatively impacting the household incomes of the poorest Oklahomans; and

**WHEREAS**, Oklahoma voters Oklahomans passed the Oklahoma Lottery in 2003, believing it would solve Oklahoma's education crisis, and then the Oklahoma legislators passed HB1017 in 1990, because they believed it would reform public education, however in the intervening years, Oklahoma lawmakers have systematically eroded funding for the three pillars of HB1017: smaller class sizes, better teacher pay and increased funding for public schools; and

**WHEREAS**, Oklahoma legislators support tax credits to big companies that are three times greater than current lottery contributions to education, however supporters of SQ 779 predict its passage will generate \$615 million in funding for education, but that \$615 million could be raised for education without a tax increase if tax credits to large companies are eliminated; and

**WHEREAS**, Oklahoma recently suffered a 1.3 billion state budget shortfall, which resulted in major cuts to state agencies, but those cuts did not impact funding for legislative services as Oklahoma legislators voted to increase said funding by 184 percent; and

**WHEREAS**, Oklahoma towns, cities and municipalities rely heavily on sales tax to

- Operate water and sewer lines,
- Pay for police, fire and emergency medical services,
- To fund solid waste services including trash pick-up and landfill care and maintenance,
- To repair and maintain streets and bridges (Oklahoma roads are ranked among the worst in the nation),
- To fund parks (Oklahoma is ranked one of the nation's least fit cities); and

**WHEREAS**, the Oklahoma State Department of Education will receive more than \$4.2 billion in FY 2017 and the Oklahoma Department of Higher Education will receive more than \$810 million in FY 2017; and

**WHEREAS**, the legislation allocates \$378 million to teacher pay increases; \$125 million for higher education; \$50 million in grants; \$50 million in early childhood programs and \$20 million in vocation and technology education, but these allocations are subject to change in the intervening years and could result in teacher pay cuts and increases to higher education; and

**NOW, THEREFORE, BE IT RESOLVED**, that the governing body of the City of Midwest City strongly supports education and opposes SQ 779;

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be forwarded to the sponsors of SQ 779.

PASSED and APPROVED by the City of Midwest City this 23<sup>rd</sup> day of August, 2016.

CITY OF MIDWEST CITY

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MATTHEW D. DUKES, II, Mayor

ATTEST:

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SARA HANCOCK, City Clerk

APPROVED as to form and legality this 23<sup>rd</sup> day of August, 2016.

---

MARY ANN KARNs, Acting City Attorney



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

**Memorandum**

**TO:** Honorable Mayor and Council

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

**DATE:** August 23, 2016

**RE:** Discussion and consideration of passing and approving a resolution casting one vote for one of the nominees running to fill the open position of District Six (6) Trustee on the board of trustees of the Oklahoma Municipal Retirement Fund (OMRF) for a five year term from October 28, 2016 through September, 2021.

Staff has provided brief bios for each individual running for the District Six (6) Trustee. The City of Midwest City may cast one vote for one individual to be placed on the Resolution and sent to the Oklahoma Municipal Retiree Fund (OMRF) offices no later than 5:00 pm August 30, 2016.

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a long horizontal flourish extending to the right.

Catherine Wilson, HR Director



**2016 ELECTION OF TRUSTEE – DISTRICT 6 TRUSTEE  
OKLAHOMA MUNICIPAL RETIREMENT FUND (“OkMRF”)**

The governing body of each employer is entitled to cast by resolution one vote for the office of OkMRF District 6. The resolution (sample enclosed) must be returned no later than August 30, 2016. Please note: **Resolutions should be signed with a seal affixed to the ballot. Any resolutions unsigned, will not be valid. To ensure your ballot has been received in the OkMRF office, please call 1-888-394-6673, Ext 100 on or before August 30, 2016.**

CAST ONE VOTE FOR ONE (1) OF THE THREE (3) FOLLOWING NOMINEES ON THE ENCLOSED RESOLUTION:

**KRISTI HORT**

- Ms. Hort holds a Bachelor’s degree in Accounting from Southwestern Oklahoma State University.
- Presently she is the City Clerk-Finance Director for the City of Nichols Hills for the past seven (7) years.
- Prior to that she was the Deputy City Clerk for nine (9) years at Yukon and worked a short time at the City of Piedmont.
- Ms. Hort started her career in City Government in 1996.
- Prior to her career in municipal government, she was the CFO of Western Plains Youth and Family Services, a cost accountant for Eaton Corporation and an accountant for Oklahoma Department of Vo-Tech at William S. Key Correctional Center.
- Ms. Hort is a Certified Municipal Clerk.
- She is an active member of Government Finance Officers Association of the United States and Canada, Oklahoma Association of Public Treasurers of the United States and Canada and the Oklahoma Municipal Clerks and Treasurers.
- She was a past Board member of the Oklahoma Association of Public Treasurers.
- She served on the Municipal Clerks and Treasurers Education Committee.
- Ms. Hort was originally from a small town in Western Oklahoma and moved to the metro area in the mid 1990’s. Therefore she believes this provides a solid foundation for her to understand the needs of both small and large communities.
- She would strive to serve member cities of District 6 with the utmost respect and leadership.

**TIMOTHY ROONEY**

- Mr. Rooney holds a Bachelor of Arts degree in Regional Planning from Mansfield University of Pennsylvania.
- He obtained his MBA from Southern Nazarene University.
- Presently he is the City Manager for City of Mustang.
- He has over twenty-seven (27) years in municipal government experience with twenty (20) of those years in the State of Oklahoma.
- Mr. Rooney is an active member of the City Managers Association of Oklahoma and has served as past President of this organization.
- He is a member of the Oklahoma Municipal League Legislative Committee.
- He is an active member of the Mustang Kiwanis Club.
- Mr. Rooney is a new inductee to the Mustang Masonic Lodge #407.
- He has a passion for public service and helping others.
- Mr. Rooney is very interested in serving on the OkMRF Board and believes he could bring an interesting perspective to the Board.
- He is committed to ensuring employee and municipal contributions are both invested and protected to achieve positive outcomes for everyone.

**JOHN D. SHUGART**

**(BIO on back of this letter)**



**JOHN D. SHUGART**

- Mr. Shugart holds a Bachelor's degree in Accounting from Cameron University.
- He obtained his MBA from the University of Central Oklahoma.
- He is a recent retiree from the City of Bethany after twenty-seven (27) years of service.
- He began his career with Bethany in 1988 serving as the Finance Director and in 2005 became City Manager until his retirement in 2016.
- Prior to that he worked as Director of Administration and Controller for the Central Oklahoma Transportation and Parking Authority for eight (8) years.
- Mr. Shugart has been on the OKMRF Board of Trustees since 1998 and currently serves as the Vice Chairman.
- He also serves as the Chairman of the OKMRF Investment Committee.
- Mr. Shugart remains active in civic affairs with various municipal organizations including the Oklahoma Municipal League, Mid-Size Cities Coalition, City Managers Association of Oklahoma and International City/County Management Association.
- He is married to Donna for forty-three (43) years and together they have one daughter.
- He enjoys spending time with his family, fishing and traveling.
- Mr. Shugart was honorable discharged from the United States Army in 1972.

RESOLUTION NO. \_\_\_\_\_

**OFFICIAL BALLOT**

**A RESOLUTION OF \_\_\_\_\_ (employer name)  
CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA  
MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE  
EXPIRING TERM OF TRUSTEE REPRESENTING DISTRICT 6.**

**WHEREAS,** \_\_\_\_\_, participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for District 6 Trustee; and

**WHEREAS,** no vote can be split or cast in any fraction or part of the whole; and

**WHEREAS,** the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2016, and August 30, 2016.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor/Chair and City Council/Board, of the participating employer \_\_\_\_\_, that its votes for the Trustee shall be cast for the following nominee (fill in name of nominee):

1. \_\_\_\_\_  
District 6 Trustee

**\*\*\*END\*\*\***

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor/Chair and City Council/Board of the participating employer of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor/Chair

Attest (Seal):

\_\_\_\_\_  
City Clerk/Secretary/Authorized Agent

**TO ENSURE DELIVERY, PLEASE CALL 1-888-394-6673 EXT. 100**

*MAIL RESOLUTIONS TO:  
OKLAHOMA MUNICIPAL RETIREMENT FUND  
525 CENTRAL PARK DRIVE, SUITE 320  
OKLAHOMA CITY, OK 73105*



NEW BUSINESS/  
PUBLIC DISCUSSION





FURTHER INFORMATION





Notice of regular Midwest City Planning Commission meetings in 2016 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2015 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

## **MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING**

**August 2, 2016 - 7:00 p.m.**

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on August 2, 2016 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil, Vice-Chairman  
Dean Hinton  
Jess Huskey  
Russell Smith  
Turner Mann  
Jay Dee Collins

Commissioner absent: Floyd Wicker, Chairman

Staff present: Billy Harless, Community Development Director  
Kellie Gilles, Current Planning Manager  
Patrick Menefee, City Engineer  
Christine Allison, Associate Current Planner

The meeting was called to order by Vice-Chairman Greil at 7:00 p.m.

Vice-Chairman Greil dedicated this Planning Commission meeting to the recently retired City Attorney, Katherine Bolles.

### **A. MINUTES:**

1. Motion was made by Huskey, seconded by Mann, to approve the minutes of the July 5, 2016 Planning Commission meeting as presented. Voting aye: Hinton, Huskey, Smith, Mann, Greil and Collins. Nay: none. Absent: Wicker. Motion carried.

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

1. **(PC-1876) Public hearing with discussion and consideration of approval of the Preliminary Plat of Oakwood Landing for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.**

Notice of regular Midwest City Planning Commission meetings in 2016 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2015 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

Staff members presented a brief overview of this item. Staff advised that the applicant has notified staff that they are in conversations with the adjacent property owner regarding drainage improvements. A motion was made by Huskey, seconded by Collins, to continue this item to the September Planning Commission meeting. Voting aye: Hinton, Huskey, Smith, Mann, Greil and Collins. Nay: none. Absent: Wicker. Motion carried.

- 2 (PC-1877) Public hearing with discussion and consideration of approval of an ordinance to redistrict from R-6, Single Family Residential and PUD, Planned Unit Development governed by the C-3, Community Commercial district to PUD, Planned Unit Development, to be governed by the C-3, Community Commercial District and C-4, General Commercial, and a resolution to amend the Comprehensive Plan for a portion of the area of request from Low Density Residential to Office/Retail, for the properties described as a part of the NE/4 of Section 35, T-12-N, R-2-W, located at 801 and 825 N. Douglas Blvd.**

Staff members presented a brief overview of this item. The applicant, Fred Quinn, 1390 S. Douglas, was present. There was general discussion about this item. Mr. Quinn noted that Mr. Parker, the owner of the property is adamant in his request for two separate signs on Tract 1. Mr. Quinn stated that Mr. Parker needs the free-standing sign for more visibility and wants to keep the monument sign. Smith asked for confirmation that staff recommends allowing one sign per parcel. Curtis Baker from Neighborhood Missionary Baptist Church at 997 N. Douglas was present. Mr. Baker spoke in opposition of the carwash due to the possibility of increased traffic, loitering and loud music. The Commission advised Mr. Baker that the PUD that was approved in 2008 allowed the carwash. A motion was made by Smith, seconded by Collins, to recommend approval of this item subject to staff comments as noted in PC-1877. Voting aye: Hinton, Huskey, Smith, Mann, Greil and Collins. Nay: none. Absent: Wicker. Motion carried.

- 3. (PC-1878) Public hearing with discussion and consideration of approval of the Parkworth Preliminary Plat for the property described as a tract of land lying in the NE/4 of section 35, T-12-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.**

Staff members presented a brief overview of this item. The applicant, Fred Quinn of 1390 S. Douglas was present. There was general discussion about this item. A motion was made by Huskey, seconded by Mann, to recommend approval of this item. Voting aye: Hinton, Huskey, Smith, Mann, Greil and Collins. Nay: none. Absent: Wicker. Motion carried.

- 4. (PC-1879) Public hearing with discussion and consideration of approval of the proposed Final Plat of Son's Meadow Addition, described as a part of NE/4 of Section 5, T-11-N, R-1-W.**

Staff members presented a brief overview of this item. The applicants, Charles and Janet Cartledge

of 4404 SE 41<sup>st</sup> St., were present. There was general discussion regarding this item. A motion was made by Smith, seconded by Huskey, to recommend approval of this item. Voting aye: Hinton, Huskey, Smith, Mann, Greil and Collins. Nay: none. Absent: Wicker. Motion carried.

5. **(PC-1880) Public hearing with discussion and consideration of approval of an ordinance redistricting from R-6, Single Family Detached Residential to a Planned Unit Development (PUD) governed by the C-3, Community Commercial District, for the property described as a part of the NW/4 of Section 15, T-11-N, R-2-W, located at 7200 SE 29<sup>th</sup> Street.**

Staff members presented a brief overview of this item. The applicant, Guy Henson, City Manager of Midwest City provided a letter allowing Community Development Director Billy Harless to represent him in this request. There was general discussion about this item. Mr. Harless noted that there was an error in the staff report and that the public service sign will not face I-40. The electronic reader board face will be visible for traffic southbound on S. Air Depot and traffic on SE 29<sup>th</sup> St. A motion was made by Smith, seconded by Collins, to recommend approval of this item. Voting aye: Hinton, Huskey, Smith, Mann, Greil and Collins. Nay: none. Absent: Wicker. Motion carried.

**C. COMMISSION DISCUSSION:** General Discussion.

**D. PUBLIC DISCUSSION:** Darrell Hanson of 916 N. Douglas was present and asked what was going in where the old gas station is on 10<sup>th</sup> and Douglas. Harless advised that 7-11 has purchased the property with the intent to build a new gas station there.

**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 Smith, seconded by Huskey. Voting aye: Hinton, Huskey, Smith, Mann, Greil and Collins. Nay: none. Absent: Wicker. Motion carried.

The meeting adjourned at 7:56 p.m.

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Floyd Wicker, Chairman  
(KG)



MUNICIPAL AUTHORITY  
AGENDA



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

August 23, 2016 - 7:01 PM

Special Assistance requests – [tcoplen@midwestcityok.org](mailto:tcoplen@midwestcityok.org) or 739-1002.  
(Please provide no less than 24 hours' notice)  
Special assistance request during a meeting call 739-1388.

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Municipal Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all trustees, or members of the audience wish to discuss a proposed item with the trustees, that item will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of August 9, 2016, as submitted. (Secretary - S. Hancock)
  2. Discussion and consideration of supplemental budget adjustment to the following funds for FY 2016-2017, increase: Capital Drainage Improvements Fund, expenses/Drainage Improvements (72) \$49,500. Stormwater Fund, expenses/Stormwater (61) \$123,750. Capital Water Improvements Fund, expenses/Capital Water Improvements (49) \$126,100. Construction Loan Payment Fund, expenses/Water (42) \$1,493,251. Sewer Construction Fund, expenses/Sewer Construction (46) \$9,658. Utility Services Fund, expenses/Utility Services (50) \$2,457. Capital Sewer Improvements Fund, expenses/Sewer Improvements (44) \$34,627. Utilities Capital Outlay Fund, expenses/Sanitation (41) \$3,500,000; expenses/Utility Services (50) \$141,941. Sanitation Fund, expenses/Sanitation (41) \$605,909. Water Fund, expenses/Water (42) \$58,407. Wastewater Fund, expenses/Wastewater (43) \$10,537. FF&E Reserve Fund, expenses/Hotel /Conf. Center (40) \$219,791. Golf Fund, expenses/Golf (47) \$18,000. (Finance - F. Chen)
  3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending July 31, 2016. (City Manager - T. Lyon)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



CONSENT AGENDA



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

**MINUTES OF THE REGULAR STAFF BRIEFING FOR  
MIDWEST CITY MUNICIPAL AUTHORITY TRUSTEES**

August 9, 2016 – 6:00 p.m.

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. The following members were present: Chairman Matt Dukes; Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Trustee Daniel McClure Jr.

Chairman Dukes called the meeting to order at 6:50 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for August 9, 2016.** Staff briefed the Trustees on various items on the agenda, and the Trustees sought clarification and discussed individual agenda items with staff.

Chairman Dukes closed the meeting at 6:52 p.m.

ATTEST:

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

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

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

**MINUTES OF THE REGULAR  
MIDWEST CITY MUNICIPAL AUTHORITY MEETING**

August 9, 2016 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Daniel McClure Jr.

Chairman Dukes called the meeting to order at 8:12 p.m.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 26, 2016, as submitted.
2. Discussion and consideration of accepting the Midwest City Soccer Club 2015 financial statement.

Voting aye: Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: McClure. Motion carried.

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

**Adjournment.** There being no further business, motion was made by Dawkins, seconded by Allen, to adjourn. Voting aye: Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: McClure. Motion carried. The meeting adjourned at 8:13 p.m.

ATTEST:

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

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





# The City of MIDWEST CITY

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100 N. MIDWEST BLVD \* MIDWEST CITY, OKLAHOMA 73110  
(405) 739-1240 \* FAX (405) 739-1247 \* TDD (405) 739-1359

## Memorandum

**TO:** Honorable Chairman and Trustees  
Midwest City Municipal Authority

**FROM:** Frank Chen, Deputy Finance Director

**DATE:** August 23, 2016

**Subject:** Discussion and consideration of supplemental budget adjustment to the following funds for FY 2016-2017, increase: Capital Drainage Improvements Fund, expenses/Drainage Improvements (72) \$49,500. Stormwater Fund, expenses/Stormwater (61) \$123,750. Capital Water Improvements Fund, expenses/Capital Water Improvements (49) \$126,100. Construction Loan Payment Fund, expenses/Water (42) \$1,493,251. Sewer Construction Fund, expenses/Sewer Construction (46) \$9,658. Utility Services Fund, expenses/Utility Services (50) \$2,457. Capital Sewer Improvements Fund, expenses/Sewer Improvements (44) \$34,627. Utilities Capital Outlay Fund, expenses/Sanitation (41) \$3,500,000; expenses/Utility Services (50) \$141,941. Sanitation Fund, expenses/Sanitation (41) \$605,909. Water Fund, expenses/Water (42) \$58,407. Wastewater Fund, expenses/Wastewater (43) \$10,537. FF&E Reserve Fund, expenses/Hotel/Conf. Center (40) \$219,791. Golf Fund, expenses/Golf (47) \$18,000.

The supplements are needed to roll forward remaining capital outlay budgets from fiscal year 2015-2016 to current fiscal year.



Frank Chen

Deputy Finance Director

## SUPPLEMENTS

**August 23, 2016**

Fund CAPITAL DRAINAGE IMPROVEMENTS (060)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
72	Drainage Improvements			49,500	
		<u>0</u>	<u>0</u>	<u>49,500</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund STORMWATER (061)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
61	Stormwater			123,750	
		<u>0</u>	<u>0</u>	<u>123,750</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund CAPITAL WATER IMPROVEMENTS (172)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
49	Capital Water Improvements			126,100	
		<u>0</u>	<u>0</u>	<u>126,100</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund CONSTRUCTION LOAN PAYMENT (178)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			1,493,251	
		<u>0</u>	<u>0</u>	<u>1,493,251</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

## SUPPLEMENTS

**August 23, 2016**

Fund SEWER CONSTRUCTION (186)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
46	Sewer Construction			9,658	
		<u>0</u>	<u>0</u>	<u>9,658</u>	<u>0</u>
<b>Explanation:</b> To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.					

Fund UTILITY SERVICES (187)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
50	Utility Services			2,457	
		<u>0</u>	<u>0</u>	<u>2,457</u>	<u>0</u>
<b>Explanation:</b> To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.					

Fund CAPITAL SEWER IMPROVEMENTS (188)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
44	Sewer Improvements			34,627	
		<u>0</u>	<u>0</u>	<u>34,627</u>	<u>0</u>
<b>Explanation:</b> To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.					

Fund UTILITIES CAPITAL OUTLAY (189)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation			3,500,000	
50	Utility Services			141,941	
		<u>0</u>	<u>0</u>	<u>3,641,941</u>	<u>0</u>
<b>Explanation:</b> To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.					

## SUPPLEMENTS

**August 23, 2016**

Fund SANITATION (190)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
41	Sanitation			605,909	
		<u>0</u>	<u>0</u>	<u>605,909</u>	<u>0</u>
<b>Explanation:</b> To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.					

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			58,407	
		<u>0</u>	<u>0</u>	<u>58,407</u>	<u>0</u>
<b>Explanation:</b> To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.					

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Wastewater			10,537	
		<u>0</u>	<u>0</u>	<u>10,537</u>	<u>0</u>
<b>Explanation:</b> To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.					

## SUPPLEMENTS

**August 23, 2016**

Fund FF&E RESERVE (196)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
40	Hotel/Conf. Center			219,791	
		<u>0</u>	<u>0</u>	<u>219,791</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Fund GOLF (197)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
47	Golf			18,000	
		<u>0</u>	<u>0</u>	<u>18,000</u>	<u>0</u>

**Explanation:**  
To roll remaining capital outlay budgets forward from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Project	Project Description	Account Number	Department Description	Roll
721301	EQUIP TRAILER	060-7210-431.40-02	DRAINAGE IMPROVEMENTS	17,500
721501	SKID STEER TRACK LOADER	060-7210-431.40-02	DRAINAGE IMPROVEMENTS	32,000
611501	TRAY SEALDER	061-6110-431.40-02	STORM WATER	6,000
611407	HHW PERMANENT BLDG	061-6110-431.40-07	STORM WATER	100,000
611503	FENCING HHW BLDG	061-6110-431.40-15	STORM WATER	13,500
611502	DESKTOP COMPUTER	061-6110-431.40-49	STORM WATER	1,050
611504	LAPTOP	061-6110-431.40-49	STORM WATER	2,000
611601	COMPUTER	061-6110-431.40-49	STORM WATER	1,200
491402	SCADA SYSTEM	172-4910-461.40-05	CAPITAL WATER IMP	31,100
491601	CEILING IN FILTER BAY	172-4910-461.40-05	CAPITAL WATER IMP	95,000
421416	SE 15 ST WIDENING RELOCAT	178-4200-480.40-05	WATER DEPARTMENT	126,181
421501	EASTSIDE DIST IMP PH 3	178-4200-480.40-05	WATER DEPARTMENT	345,000
421502	EASTSIDE BOOSTER PH1	178-4200-480.40-05	WATER DEPARTMENT	550,000
421601	CARL ALBERT WTR TWR MOD	178-4200-480.40-05	WATER DEPARTMENT	56,431
421602	ROOFS AT WATER PLANT	178-4200-480.40-05	WATER DEPARTMENT	134,000
421603	REHAB 2 WELLS	178-4200-480.40-05	WATER DEPARTMENT	100,000
421604	EASTSIDE DIST IMP PH4	178-4200-480.40-05	WATER DEPARTMENT	181,639
461402	EQUIP COMPOSTING FACILITY	186-4600-432.40-02	SEWER CONSTRUCTION	1,367
461502	SCADA HARDWARE-FOR PLANT	186-4600-432.40-05	SEWER CONSTRUCTION	8,291
501601	1 CHAIR	187-5011-415.40-02	UTILITY SERVICES	550
501603	COPIER/PRINTER	187-5011-415.40-02	UTILITY SERVICES	350
501604	COMPUTERS	187-5011-415.40-49	UTILITY SERVICES	1,557
441601	TRAILER FLUSHER MACHINE	188-4410-432.40-02	SEWER IMPROVEMENTS	34,627
411613	FRONT END LOADER	189-4110-432.40-01	SANITATION DEPARTMENT	188,000
411614	3 TRANSPORT TRAILERS	189-4110-432.40-02	SANITATION DEPARTMENT	223,500
411612	TRANSFER STATION	189-4110-432.40-07	SANITATION DEPARTMENT	2,500,000
411615	LAND/CONTINGENCY	189-4110-432.40-09	SANITATION DEPARTMENT	588,500
501004	AUTO METER READING SYSTEM	189-5012-434.40-05	UTILITY SERVICES	141,941
411606	GRAPPLE TRUCK W/CNG	190-4110-432.40-01	SANITATION DEPARTMENT	3,292
411607	PUP TRUCK W/CNG	190-4110-432.40-01	SANITATION DEPARTMENT	155,000
411616	AUTOMATED SIDE LOADER	190-4110-432.40-01	SANITATION DEPARTMENT	333,290
411602	30 4-YD DUMPSTERS	190-4110-432.40-02	SANITATION DEPARTMENT	10,045
411603	50 6-YD DUMPSTERS	190-4110-432.40-02	SANITATION DEPARTMENT	49,000
411604	50 8-YD DUMPSTERS	190-4110-432.40-02	SANITATION DEPARTMENT	42,499
411610	AVL FOR ALL TRUCKS	190-4110-432.40-02	SANITATION DEPARTMENT	11,584
411611	REPLACE 1 COMPUTER	190-4110-432.40-49	SANITATION DEPARTMENT	1,200
421507	SUBM SLUDGE PUMP	191-4210-461.40-02	WATER DEPARTMENT	25,900
421605	FIRE HYDRANTS	191-4210-461.40-05	WATER DEPARTMENT	20,000
421607	WATER METERS & HARDWARE	191-4210-461.40-05	WATER DEPARTMENT	12,507
431602	EBARA SUBMERSIBLE PUMP	192-4310-432.40-02	SEWER DEPARTMENT	8,079
431605	3 HYDRO ROOT SAWS	192-4310-432.40-02	SEWER DEPARTMENT	2,458
401605	BANQUET DINNERWARE	196-4010-451.40-02	HOTEL/CONF CENTER	35,000

Project	Project Description	Account Number	Department Description	Roll
401606	ROOM SAFES	196-4010-451.40-02	HOTEL/CONF CENTER	202
401610	TO BE DETERMINED	196-4010-451.40-08	HOTEL/CONF CENTER	743
401611	DEFERRED MAINTENANCE	196-4010-451.40-08	HOTEL/CONF CENTER	84
401503	GUEST RM BATHROOM WALLS	196-4010-451.40-14	HOTEL/CONF CENTER	963
401504	TEXT/PAINT MAIN FL RRMS	196-4010-451.40-14	HOTEL/CONF CENTER	3,000
401512	MONUMENT SIGN PAINT	196-4010-451.40-14	HOTEL/CONF CENTER	500
401513	LIGHT DIMMING SYS (2ND YR	196-4010-451.40-14	HOTEL/CONF CENTER	1,565
401601	REED CTR CARPET	196-4010-451.40-14	HOTEL/CONF CENTER	69,719
401607	DOOR RPLACEMENT 1 FLOOR	196-4010-451.40-14	HOTEL/CONF CENTER	58,000
401609	A/C RODDER FOR CHILLERS	196-4010-451.40-14	HOTEL/CONF CENTER	2,000
401613	ELEVATOR CABIN UPGRADE	196-4010-451.40-14	HOTEL/CONF CENTER	15,000
401617	PAINT MTG AREAS -REED CTR	196-4010-451.40-14	HOTEL/CONF CENTER	20,030
401309	REED SOUTH SIGN	196-4010-451.40-15	HOTEL/CONF CENTER	2,500
401608	COMPUTERS/PRINTERS	196-4010-451.40-49	HOTEL/CONF CENTER	10,485
471501	RANGE BALL DISPENSER	197-4710-451.40-02	JOHN CONRAD REGIONAL GOLF	4,700
471604	CORE COLLECTOR	197-4710-451.40-02	JOHN CONRAD REGIONAL GOLF	1,300
471602	SOFTWARE	197-4710-451.40-50	JOHN CONRAD REGIONAL GOLF	12,000
				<u>6,393,928</u>



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: August 23, 2016

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending July 31, 2016.

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

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

*Tim L. Lyon*

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Tim Lyon  
Assistant City Manager

Attachment (1)



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

<b>Fiscal Year 2016-2017</b>	<b>Jul-16</b>	<b>Aug-16</b>	<b>Sep-16</b>	<b>Oct-16</b>	<b>Nov-16</b>	<b>Dec-16</b>	<b>Jan-17</b>	<b>Feb-17</b>	<b>Mar-17</b>	<b>Apr-17</b>	<b>May-17</b>	<b>Jun-17</b>
<b>Revenue</b>												
Budgeted (MTD)	<b>456,340</b>											
Actual (MTD)	<b>430,970</b>											
Budgeted (YTD)	<b>456,340</b>											
Actual (YTD)	<b>430,970</b>											
<b>Expenses</b>												
Budgeted (MTD)	<b>452,385</b>											
Actual (MTD)	<b>422,001</b>											
Budgeted (YTD)	<b>452,385</b>											
Actual (YTD)	<b>422,001</b>											
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	<b>3,955</b>											
Actual (MTD)	<b>8,969</b>											
Budgeted (YTD)	<b>3,955</b>											
Actual (YTD)	<b>8,969</b>											
<b>Key Indicators</b>												
Hotel Room Revenue	<b>268,993</b>											
Food and Banquet Revenue	<b>105,613</b>											

<b>Fiscal Year 2015-2016</b>												
<b>Revenue</b>												
Budgeted (MTD)	415,653	654,459	469,101	625,953	517,137	406,643	385,258	516,383	615,828	574,553	502,540	<b>417,056</b>
Actual (MTD)	368,618	555,622	398,995	602,341	466,410	278,641	327,078	477,464	523,016	593,390	405,609	<b>366,136</b>
Budgeted (YTD)	415,653	1,070,112	1,539,213	2,165,166	2,682,303	3,088,946	3,474,204	3,990,587	4,606,415	5,180,968	5,683,508	<b>6,100,564</b>
Actual (YTD)	368,618	924,240	1,323,235	1,925,576	2,391,986	2,670,627	2,997,705	2,475,169	3,998,185	4,591,575	4,997,183	<b>5,363,319</b>
<b>Expenses</b>												
Budgeted (MTD)	484,903	555,499	488,849	558,297	506,550	470,492	468,588	491,614	562,689	567,092	492,597	<b>483,163</b>
Actual (MTD)	467,394	527,910	464,834	527,746	483,374	467,189	413,287	483,039	499,838	564,893	428,981	<b>443,108</b>
Budgeted (YTD)	484,903	1,041,022	1,529,871	2,088,168	2,594,718	3,065,210	3,533,798	4,025,412	4,588,101	5,155,193	5,647,790	<b>6,130,953</b>
Actual (YTD)	467,394	995,304	1,460,138	1,987,884	2,471,258	2,938,447	3,351,734	3,834,773	4,334,611	4,899,504	5,328,485	<b>5,771,593</b>
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(69,250)	97,960	(19,748)	67,656	10,587	(63,849)	(83,330)	24,769	53,139	7,461	9,943	<b>(66,107)</b>
Actual (MTD)	(98,776)	27,712	(65,839)	74,595	(16,964)	(188,548)	(86,209)	(5,575)	23,178	28,497	(23,373)	<b>(76,972)</b>
Budgeted (YTD)	(69,250)	29,090	9,342	76,998	87,585	23,736	(59,594)	(34,825)	18,314	25,775	35,718	<b>(30,389)</b>
Actual (YTD)	(98,776)	(71,064)	(136,903)	(62,308)	(79,272)	(267,820)	(354,029)	(359,604)	(336,426)	(307,929)	(331,302)	<b>(408,274)</b>



NEW BUSINESS/  
PUBLIC DISCUSSION





HOSPITAL AUTHORITY  
AGENDA



## MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

August 23, 2016 - 7:02 PM

Special Assistance requests – [tcoplen@midwestcityok.org](mailto:tcoplen@midwestcityok.org) or 739-1002.

(Please provide no less than 24 hours' notice)

Special assistance request during a meeting call 739-1388.

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Memorial Hospital Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all trustees, or members of the audience wish to discuss a proposed item with the trustees, that item will be removed and heard in regular order.
  - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of August 9, 2016, as submitted. (Secretary - S. Hancock)
  - 2. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Crafton, Tull and Associates, Inc. in the amount of \$26,500 for an Engineering FEMA Flood Study for Soldier Creek at S.E. 29th Street. (Community Development - P. Menefee)
- C. DISCUSSION ITEM.
  - 1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (City Clerk - S. Hancock)
- D. NEW BUSINESS/PUBLIC DISCUSSION.
- E. EXECUTIVE SESSION.
  - 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session. (City Manager - G. Henson)
- F. ADJOURNMENT.



CONSENT AGENDA



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

**MINUTES OF THE REGULAR STAFF BRIEFING FOR  
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

August 9, 2016 – 6:00 p.m.

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. The following members were present: Chairman Matt Dukes; Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Trustee Daniel McClure Jr.

Chairman Dukes called the meeting to order at 6:52 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for August 9, 2016.** The trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 6:52 p.m.

ATTEST:

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

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

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

**MINUTES OF THE REGULAR MIDWEST CITY  
MEMORIAL HOSPITAL AUTHORITY MEETING**

August 9, 2016 - 7:02 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Daniel McClure Jr.

Chairman Dukes called the meeting to order at 8:13 p.m.

**Discussion Item.**

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 26, 2016, as submitted.** Motion was made by Dawkins, seconded by Allen, to approve the minutes as submitted. Voting aye: Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: McClure. 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 taken on this item.

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

**Executive Session.**

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session.**
2. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

Motion was made by Dawkins, seconded by Allen, to go into executive session. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: McClure. Motion carried. The councilmembers went into executive session at 8:16 p.m.

Councilmember Moore left the executive session at 8:16 p.m.

Mayor Dukes reconvened the meeting in open session at 8:48 p.m. Motion was made by Dawkins, seconded by Reed, to authorize the general manager/administrator to take action as appropriate based on the discussion in executive session. Voting aye: Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: McClure and Moore. Motion carried.

Councilmember Moore rejoined meeting at 8:49 p.m.

**Adjournment.** There being no further business, motion was made by Dawkins, seconded by Allen, to adjourn. Voting aye: Byrne, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: McClure. Motion carried. The meeting adjourned at 8:50 p.m.

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  
Charles Belk, Building Official  
GIS DIVISION  
Kathy Spivey, GIS Coordinator

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To: Honorable Chairman and Trustees  
Midwest City Hospital Authority

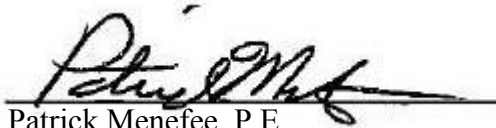
From: Patrick Menefee, P.E., City Engineer

Date: August 23rd, 2016

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Crafton, Tull and Associates, Inc. in the amount of \$26,500 for an Engineering FEMA Flood Study for Soldier Creek at S.E. 29th Street.

The accompanying proposal is for engineering services to create the FEMA Flood Study for Soldier Creek at S.E. 29th Street. This project is to evaluate the impact of Soldier Creek on the property located along S.E. 29th Street east from Douglas Boulevard.

Staff recommends entering into the agreement.



Patrick Menefee, P.E.  
City Engineer

Attachments



**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between

Midwest City Memorial Hospital Authority (“Owner”)

and Crafton, Tull & Associates, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner for Flood Study & LOMR (“Project”).

Description of Engineer’s Services: Flood Study calculations and report and LOMR application to FEMA for  
Soldier Creek & associated tributaries adjacent to Trailer Park on SE 29<sup>th</sup>, just east of Douglas Blvd.

Street Address of Property \*:

A parcel located in the N/2 of Sec 13, T11N, R2W, I.M., more particularly described as follows:  
Beginning 306.91 feet E of the NE Corner of the NW/4 of said SEC 13; Thence South app 2313.73 feet to the N R-of-W line of US I40; Thence northwesterly along said R-of-W, a distance of app 2380.39 feet; Thence N and parallel to the W line of said Sec. 13 a distance of app 1263.4 feet; Thence E and parallel to the N line of said Sec. 13 a distance of app 800.75 feet; Thence N app 55.6 feet to the N line of said Sec. 13; Thence E along the N line of said Sec. 13 a distance of app 1491.16 feet to the Point of Beginning containing 93.8129 acres ±, and also located in the 9300 Block of SE 29<sup>th</sup> Street in the City of Oklahoma City, Oklahoma County.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer’s standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt\*. If Owner fails to make any

payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

\* This is a change from the standard EJCDC E-520 form.

### 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

### 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure

cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession

practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract@ as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are the property of the Owner. Owner acknowledges that the documents are prepared based upon information provided by Owner in the course of the Project. Should Owner reuse the documents, Engineer shall have no responsibility or liability regarding such use. Owner shall not provide the documents to any other party without the express, written consent of Engineer. \*

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000

or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.\*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.\*

\* This is a change from the standard EJCDC E-520 document.

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 30,000.00. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

2.\* Reimbursable expenses and outside services shall be included in the lump sum.

3.\* The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.\* Additional services authorized in writing by the Owner shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

5.\* A retainer in the amount of \$ -0- for the Engineer to begin work on this project. The amount of the retainer is included in the Lump Sum amount and will be applied to the final invoice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

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

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

Printed Name  
Title: Chairman

Paul D'Andrea, PE  
Title: Vice President – Municipal

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

Date Signed: 8-18-16

License or Certificate No. and State OK 973 PE/LS

Address for giving notices:

Address for giving notices:

100 N. Midwest Blvd.

214 East Main Street

Midwest City, OK 73110

Oklahoma City, OK 73102

Ofc: (405) 739-1220 Fax: (405) 739-1399

Ofc: (405) 787-6270 Fax: (405) 787-6276

e-mail address:

e-mail address: Paul.D'Andrea@craftontull.com

\* This is an addition to the standard EJCDC E-520 document.

**Exhibit “A”  
Scope of Basic Services For:**

<b>Project:</b>	Flood Study & LOMR Application for Soldier Creek
<b>Client:</b>	City of Midwest City
<b>Location of Project:</b>	SE 29 <sup>th</sup> Street, east of Douglas Blvd.
<b>Discipline:</b>	Civil Engineering
<b>Discipline Manager:</b>	Paul D’Andrea, PE
<b>Project Manager:</b>	Paul D’Andrea, PE
<b>Proposal Date:</b>	August 2, 2016
<b>Billing Type:</b>	Lump Sum
<b>Fee/Estimate:</b>	\$30,000.00
<b>Description of the Construction Project:</b>	Prepare flood study calculations & report and submit LOMR application to FEMA

The services to be provided by the Engineer:

**Survey (2,500.00):**

- Existing right-of-way determination
- Analyze & process LIDAR Data into project model.

**Flood Study (\$15,000.00):**

- Develop cross sections of Soldier Creek and both on-site tributaries
- Prepare HEC-RAS Model of 100-year water surface.
- Prepare report & analysis of development with respect to findings.

**LOMR Application (\$12,500.00):**

- Prepare LOMR application & coordinate with FEMA for approval.

**Items Provided by Owner:**

- Existing TOPO from LIDAR
- Existing plans
- Current right-of-way information
- Right-of-Way procurement and easements
- Permitting and application fees

**Additional Items that can be Provided by CTA under amendment or separate contract**

- Corps of Engineers Permitting
- Conditional Letter of Map Revision (CLOMR)
- LOMR-F for proposed development
- Other services not specifically included herein

**This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.**



Exhibit "B"

Standard Hourly Rate Schedule  
Effective June 4, 2016

Category	Hourly Rate
<b>CIVIL ENGINEERING</b>	
ENGINEERING PRINCIPAL .....	\$ 170
SR. ENGINEERING MANAGER .....	\$ 150
ENGINEERING MANAGER .....	\$ 135
SR. PROJECT ENGINEER .....	\$ 115
PROJECT ENGINEER .....	\$ 105
ENGINEER INTERN II .....	\$ 90
ENGINEER INTERN I .....	\$ 80
SR. ENGINEERING DESIGNER .....	\$ 115
ENGINEERING DESIGNER III .....	\$ 95
ENGINEERING DESIGNER II .....	\$ 85
ENGINEERING DESIGNER I .....	\$ 75
ENGINEERING CAD TECHNICIAN III .....	\$ 70
ENGINEERING CAD TECHNICIAN II .....	\$ 55
ENGINEERING CAD TECHNICIAN I .....	\$ 45
<b>ADMINISTRATIVE</b>	
ADMINISTRATIVE PRINCIPAL .....	\$ 170
ADMINISTRATIVE MANAGER .....	\$ 120
ADMINISTRATIVE IV .....	\$ 80
ADMINISTRATIVE III .....	\$ 65
ADMINISTRATIVE II .....	\$ 45
ADMINISTRATIVE I .....	\$ 35
<b>LANDSCAPE ARCHITECTURE</b>	
SR. LANDSCAPE ARCHITECT .....	\$ 120
PROJECT LANDSCAPE ARCHITECT .....	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER .....	\$ 80
LANDSCAPE ARCHITECT INTERN .....	\$ 55
<b>PLANNING</b>	
PLANNING MANAGER .....	\$ 140
SR. PLANNER .....	\$ 120
PLANNER .....	\$ 90
PLANNER INTERN .....	\$ 55

Category	Hourly Rate
<b>INSPECTION</b>	
SR. INSPECTOR .....	\$ 95
INSPECTOR II .....	\$ 85
INSPECTOR I .....	\$ 55
<b>SURVEYING</b>	
PROFESSIONAL SURVEYOR PRINCIPAL .....	\$ 170
SR. PROFESSIONAL SURVEYOR .....	\$ 125
PROFESSIONAL SURVEYOR .....	\$ 95
SURVEY COORDINATOR .....	\$ 75
SURVEYOR INTERN .....	\$ 75
SURVEY PARTY CHIEF .....	\$ 70
SURVEY TECHNICIAN III .....	\$ 55
SURVEY TECHNICIAN II .....	\$ 40
SURVEY TECHNICIAN I .....	\$ 30
<b>GEOGRAPHIC INFORMATION SYSTEMS</b>	
GIS MANAGER .....	\$ 95
GIS ANALYST .....	\$ 85
GIS TECHNICIAN II .....	\$ 55
GIS TECHNICIAN I .....	\$ 40
<b>REIMBURSABLE EXPENSES</b>	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment .....	\$35/Hour
Job Related Mileage.....	\$0.54/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies .....	\$0.15/sheet
Color 8.5"x11" Copies .....	\$1.50/sheet
Photo Paper Color Plan Sheet Copies .....	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum) .....	\$1.50/sq. ft.
Reproducible Plan Copies (Bond) .....	\$0.35/sq. ft.
<b>All rates are subject to change without notice.</b>	





DISCUSSION ITEM





## **Midwest City Memorial Hospital Authority**

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson  
*General Manager/  
Administrator*

*Trustees*

Matt Dukes  
Daniel McClure Jr.  
Pat Byrne  
Rick Dawkins  
Sean Reed  
Christine Allen  
Jeff Moore

*Board of Grantors*

Sherry Beaird  
John Cauffiel  
Marcia Conner  
Pam Dimski  
Dara McGlamery  
Joyce Jackson  
Charles McDade  
Nancy Rice  
Sheila Rose

### MEMORANDUM

TO: Honorable Chairman and Trustees  
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: August 23, 2016

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

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

Action is at the discretion of the Authority.

*Sara Hancock*

Sara Hancock, Secretary



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**Midwest City Memorial Hospital Authority**

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1207 Fax (405) 739-1208  
E-mail: [GHenson@MidwestCityOK.org](mailto:GHenson@MidwestCityOK.org)

J. Guy Henson  
*General  
Manager/  
Administrator*

*Trustees*

Matt Dukes  
Daniel McClure Jr.  
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Rick Dawkins  
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Dara McGlamery  
Joyce Jackson  
Charles McDade  
Nancy Rice  
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: August 23, 2016

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session.

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Appropriate information will be provided in executive session.

J. GUY HENSON  
General Manager/Administrator



UTILITIES AUTHORITY  
AGENDA



**MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA**

Midwest City Council Chambers, 100 N. Midwest Boulevard

August 23, 2016 - 7:03 PM

Special Assistance requests – [tcoplen@midwestcityok.org](mailto:tcoplen@midwestcityok.org) or 739-1002.

(Please provide no less than 24 hours' notice)

Special assistance request during a meeting call 739-1388.

A. CALL TO ORDER.

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

1. Discussion and consideration of approving the minutes of the special meetings of July 26, 2016, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Utilities Authority Fund, expenses/Economic (87) \$1,146,371. (Finance - F. Chen)
3. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Cedar Creek Inc. in the amount of \$2,650 for the preparation of engineered plans for the final plat necessary for the development of the Soldier Creek Industrial Park. (Community Development - P. Menefee)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



CONSENT AGENDA





Notice of this special meeting of the Midwest City Utilities Authority was filed with the City Clerk of Midwest City more than 48 hours prior to the beginning of the meeting and copies of the agenda for this special meeting were posted at City Hall and on the Midwest City website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE STAFF BRIEFING FOR  
MIDWEST CITY UTILITIES AUTHORITY SPECIAL MEETING**

July 26, 2016 – 6:00 p.m.

This meeting was held in the Midwest City Council Conference Room on the second floor of the City Hall of Midwest City, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Sean Reed.

Chairman Dukes called the meeting to order at 6:50 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Utilities Authority agenda for July 26, 2016.** The trustees had no questions about any of the items on the agenda.

Chairman Dukes closed the meeting at 6:50 p.m.

ATTEST:

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

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

Notice of this special meeting of the Midwest City Utilities Authority was filed with the City Clerk of Midwest City more than 48 hours prior to the beginning of the meeting and copies of the agenda for this special meeting were posted at City Hall and on the Midwest City website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY  
UTILITIES AUTHORITY SPECIAL MEETING**

July 26, 2016 – 7:04 p.m.

This special meeting of the Midwest City Utilities Authority was held in the Council Chambers, City of Midwest City, County of Oklahoma, State of Oklahoma on July 12, 2016 with the following members present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Sean Reed.

Chairman Dukes called the meeting to order at 8:24 p.m.

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

1. Discussion and consideration of approving the minutes of the special meeting of July 12, 2016, as submitted.
2. Discussion and consideration of passing and approving Resolution No. UA-2016-02 releasing the unappropriated fund balance at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; amending the budget for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budget as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016.
3. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Utilities Authority Fund, revenue/Transfers In (00) \$60,424.

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

**Adjournment.** There being no further business, motion was made by Byrne, seconded by McClure, to adjourn. Voting aye: McClure, Byrne, Dawkins, Allen, Moore and Chairman Dukes. Nay: none. Absent: Reed. Motion carried.

The meeting adjourned at 8:25 p.m.

ATTEST:

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

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



## The City of MIDWEST CITY

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100 N. MIDWEST BLVD \* MIDWEST CITY, OKLAHOMA 73110  
(405) 739-1240 \* FAX (405) 739-1247 \* TDD (405) 739-1359

### Memorandum

TO: Honorable Chairman and Trustees  
Midwest City Utilities Authority

FROM: Frank Chen, Deputy Finance Director

DATE: August 23, 2016

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Utilities Authority Fund, expenses/Economic (87) \$1,146,371.

The supplement is needed to roll forward remaining capital outlay budget from fiscal year 2015-2016 to current fiscal year.



Frank Chen

Deputy Finance Director

**SUPPLEMENTS**  
**August 23, 2016**

Fund UTILITIES AUTHORITY (193)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
87	Economic			1,146,371	
		<u>0</u>	<u>0</u>	<u>1,146,371</u>	<u>0</u>

**Explanation:**  
To roll forward remaining capital outlay budgets from fiscal year 2015-2016 to current fiscal year. Funding to come from fund balance.

Project	Project Description	Account Number	Department Description	Roll
871001	SOLDIER CRK INDUST PARK	193-8710-433.40-05	ECONOMIC	15,640
871001	SOLDIER CRK INDUST PARK	193-8710-433.40-06	ECONOMIC	1,130,731
				<u>1,146,371</u>



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

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

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

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To: Honorable Chairman and Trustees  
Midwest City Utilities Authority

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

Date: August 23rd, 2016

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Cedar Creek Inc. in the amount of \$2,650 for the preparation of engineered plans for the final plat necessary for the development of the Soldier Creek Industrial Park.

The accompanying proposed agreement is for engineering services to prepare the final plat necessary for the Soldier Creek Industrial Park development.

Staff recommends approval.

Patrick Menefee, P.E.  
City Engineer

Attachments



August 12, 2016

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

**RE: Proposal to Provide Survey Services for the area along NE 23<sup>rd</sup> St, Lots 1-4 of Soldier Creek Industrial Park**

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 Utilities Authority (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 final plat of Lots 1-4, Soldier Creek Industrial Park.

2. PROJECT PREREQUISITES

This proposal assumes that Client will furnish the following information with respect to the Project:

- A. Copy of Preliminary Plat in CAD format.

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 \$2,650 for the final plat. 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](mailto: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"**  
**Soldier Creek Industrial Park**  
**Final Plat**

CONTRACT INCLUDES THE FOLLOWING:

Survey

1. Preparation of Final Plat and set property corners for four lots

TOTAL FEE: \$2,650.00

CONTRACT DOES NOT INCLUDE THE FOLLOWING:

1. Reimbursable Expenses
2. Title Work
3. Construction Staking
4. Exhibits
5. Easement abandonment
6. Offsite information
7. Filing Fees
8. Attending CC or PC Meetings

#### 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.





NEW BUSINESS/  
PUBLIC DISCUSSION

