



MIDWEST CITY
MEETING AGENDAS FOR
February 23, 2016

STAFF BRIEFING

Midwest City Council Conference Room – City Hall
100 N. Midwest Boulevard (second floor, enter through the S.W. brown door)

February 23, 2016 – 6:00 PM

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the Special Capital Improvements Program Committee meeting, and the regular City Council, Municipal Authority, and Hospital Authority meetings for February 23, 2016.

SPECIAL MEETING AGENDA for the
CAPITAL IMPROVEMENTS PROGRAM COMMITTEE

Midwest City Council Chambers
100 N. Midwest Boulevard

February 23, 2016 - 6:45 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
 - 1. Discussion and consideration of approving the minutes of the August 25, 2015 meeting.
 - 2. Discussion and consideration of a request in the amount of \$200,000 to fund the construction of approximately 1,165 feet of public sanitary sewer main improvements along Sooner Road from S.E. 15th street to S.E. 12th Street, located in Section 4, T11N, R2W, Midwest City. (Community Development - P. Menefee)
- C. ADJOURNMENT.



DISCUSSION ITEMS



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

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

August 25, 2015 – 6:59 p.m.

This meeting was held in the Midwest City Council Chambers, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Acting Chairman James L. Ray; Committee members Daniel McClure Jr., Richard R. Rice, Rick Dawkins, Christine Allen, Jeff Moore, and Gary Bachman. Absent: Chairman Jay Dee Collins and Committee member Floyd Wicker.

Acting Chairman Ray called the meeting to order at 7:04 p.m.

Opening Business. The meeting opened with an invocation by Community Services Director Vaughn Sullivan, followed by the Pledge of Allegiance led by Boy Scout Matthew Dye and community-related announcements by City Manager Guy Henson.

Minutes. **May 22nd, 2012.** Motion was made by Dawkins, seconded by Bachman, to approve the minutes, as submitted. Voting aye: McClure, Rice, Dawkins, Allen, Moore, Bachman, and Acting Chairman Ray. Nay: none. Absent: Wicker and Chairman Collins.

New Matters. **Discussion and consideration of a request from residents located along Nawassa Drive to fund the construction of approximately two hundred feet of partial public roadway improvements in an amount not to exceed \$9,500 to serve properties located in the 9300 block of Nawassa Drive, Section 1, T11N, R2W, Midwest City.** Tom Olsen, 9335 Nawassa Drive, addressed the Committee about the request. Motion was made by McClure, seconded by Rice, to approve the request in an amount not to exceed \$9,500. Voting aye: McClure, Rice, Dawkins, Allen, Moore, Bachman, and Acting Chairman Ray. Nay: none. Absent: Wicker and Chairman Collins.

Old and Tabled Matters. There were no old or tabled matters.

Committee Discussion. There was no Committee discussion.

Public Discussion. No one appeared before the Committee during this portion of the agenda.

Further Information. There were no further information items.

Adjournment. There being no further business, motion was made by Dawkins, seconded by McClure, to adjourn. Voting aye: McClure, Rice, Dawkins, Allen, Moore, Bachman and Acting

Chairman Ray. Nay: none. Absent: Wicker and Chairman Collins. Motion carried. The meeting adjourned at 7:07 p.m.

JAMES L. RAY, Acting Chairman



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
, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

TO : Capital Improvements Program Committee

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

DATE : February 23rd, 2016

SUBJECT : Discussion and consideration of a request in the amount of \$200,000 to fund the construction of approximately 1,165 feet of public sanitary sewer main improvements along Sooner Road from S.E. 15th street to S.E. 12th Street, located in Section 4, T11N, R2W, Midwest City.

The proposed project would extend a sanitary sewer main approximately eleven hundred and sixty five feet. The new line would extend from the southeast corner of S.E. 15th Street and Sooner Road north under S.E. 15th Street and will serve the proposed commercial development located at the northeast corner of the intersection. The estimated cost to construct this eleven hundred and sixty five feet of public sanitary sewer main is approximately \$200,000. If approved, city staff will proceed with a public bid to construct the extension.

Staff recommends the city contribute funds not to exceed \$200,000 to construct the new public sanitary sewer main improvements. The funds for the project will be taken from the 157 Capital Improvement Account.

Patrick Menefee, P.E.
City Engineer



CITY COUNCIL AGENDA



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

February 23, 2016 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation - Community Services Director Vaughn Sullivan
- Pledge of Allegiance - Councilmember Rice
- Community-related announcements
- Mayor Collins and OML Board Member, Randy Ross will award 25 year Service Awards to the following employees:
 - Kathy Bolles, City Attorney
 - Becky Bruce, EOC
 - Mike Castleberry, Builders Advisory Board
 - Tinika Edmonson, EOC
 - Tony Lopez, Fire
 - Paula Montgomery, Park & Recreation
 - Donnell Smith, Police
 - Absent Recipients: Philip Craig, Golf and Paul Wallis, Sanitation

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 meetings of February 9, 2016, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of January 2016. (Finance - F. Chen)
3. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2015-2016, increase: Reimbursed Projects Fund, revenue/Intergovernmental (62) \$147,278; expenses/Police (62) \$147,278; revenue/Intergovernmental (87) \$27,500; expenses/Economic (87) \$27,500; revenue/Intergovernmental (05) \$62,500; expenses/Community Development (05) \$62,500; revenue/Intergovernmental (78) \$66,300; expenses/Recreation (78) \$66,300; revenue/Intergovernmental (64) \$100,000; expenses/Fire (64) \$100,000; revenue/Intergovernmental (06) \$1,928; expenses/Park & Rec (06) \$1,928. Street & Alley Fund, expenses/Street (09) \$175,000. (Finance - G. Duke)
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - C. Wilson)

5. Discussion and consideration of approving \$200,000 from the Capital Improvements Fund (157) for sewer improvements along Sooner Road from S.E. 15th Street to S.E. 12th Street. (City Manager - G. Henson)
6. Discussion and consideration of accepting grants of permanent utility easement from CJB Holdings, L.L.C., George H. Hendrickson, and Beverly McVey, Trustee of the Marie P. Belisle Living Trust, across three tracts of land in the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West, of the Indian Meridian, within the corporate boundaries of Midwest City, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
7. Discussion and consideration of awarding the bid and entering into a contract with WatchGuard Video for one or more L.E. (Law Enforcement) VISTA WI-FI body worn cameras with cradle in the total amount of \$1,195.00 for each which fully integrates with current in-car camera system. (Police - B. Clabes)
8. Discussion and consideration of approving and entering into a Sales Agreement with ISG Technology, LLC. in the amount of \$17,025.00 for the purchase of one fully populated Drive Array Enclosure. (Police - B. Clabes)
9. Discussion and consideration of approving and entering into a contract with Florian Protective Services for reviewing plans for the purpose of fire plans review. (Fire Department - B. Norton)
10. Discussion and consideration of approving and entering into the National Museum of the United States Air Force Static Display Program 2016 Loan Agreement, SDA0241 with the United States of America, represented by the National Museum of the United States Air Force, for the T-38A 61-0817 aircraft on static display in Bicentennial Park for the period from April 1, 2016 through March 31, 2017. (Community Services - V. Sullivan)
11. Discussion and consideration of approving forms of agreements; cash value in-kind sponsorship agreement, cash sponsorship agreement, city sponsorship agreement, value in-kind cash paid to sponsor sponsorship agreement, value in-kind sponsorship agreement artist agreement, and vendor agreement, to be used by and authorizing the City Manager to enter into agreements with various groups to perform, vend and sponsor in Midwest City events and festivals held annually at various Midwest City venues, in amounts not to exceed \$5,000.00 per event or performance. (Community Services - V. Sullivan)
12. Discussion and consideration of declaring approximately 400 feet of constructed used metal fencing as surplus and authorizing its disposal by public auction or sealed bid. (City Manager - T. Lyon)

13. 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. (Information Technology - R. Rushing)
14. Discussion and consideration of declaring one (1) Delfield 6000 series double door upright refrigerator (compressor out), serial #389727-T, and two (2) Delfield drop-in dish warmers from the Recreation Department surplus property and authorizing their disposal by sealed bid or auction. (Community Services - V. Sullivan)
15. Discussion and consideration of 1) declaring one (1) 2003 Chevrolet 3500 Duramax Diesel one (1) ton truck with aerial lift body, VIN No. 1GBJC34153E283863, City Inventory No. 09-03-22, as surplus property; 2) authorizing its disposal through sealed bids or public auction; and 3) passing and approving an ordinance authorizing the sale of property with a value in excess of \$10,000 as required by Article IV, Section 4 of the Midwest City Charter. (Community Services - V. Sullivan)

D. DISCUSSION ITEMS.

1. (PC–1863) Discussion and consideration of approval of the Replat of Lot 1, Lot 2, Lot 3, the west half of Lot 4 and the west half of Lot 5 of Block 4 in Finley’s Meadow Garden’s, a part of the SW/4 of Section 12 T-11-N, R-2-W, located on the northeast corner of South Douglas Boulevard and Angela Drive, Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)
2. (PC–1864) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Residential to C-3, Community Commercial for the property described as Lot 2, Block 4 of the Finley’s Meadow Garden’s Subdivision, located at 2820 S. Douglas Boulevard. (Community Development - B. Harless)
3. (PC–1866) Public hearing with discussion and consideration of approval of an ordinance to amend the Planned Unit Development to Planned Unit Development (PUD) governed by the C-3, Community Commercial district for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, located on the northeast corner of South Sooner Road and SE 15th Street, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)
4. (PC–1865) Public hearing with discussion and consideration of approval of the Sooner Rose Preliminary Plat for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, located on the northeast corner of South Sooner Road and SE 15th Street, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)
5. Discussion and consideration of awarding the bid to and entering into a contract with Holland Backhoe, Inc. in the amount of \$387,570.00 for the Carl Albert Titan Tower Modification Project. (This item was tabled at the February 9, 2016 Council meeting.) (Community Development - B. Harless)

6. Discussion and consideration of approving Change Order No. 1 to the contract with Garver Engineering, amending the original contract amount by \$6260.00, making the new contract total \$56,760.00 for the Carl Albert Titan Tower Modification Project. (This item was tabled at the February 9, 2016 Council meeting.) (Community Development - P. Menefee)
7. Discussion and consideration of 1) approving and entering into an Economic Development Agreement with Sooner Rose, LLC and the Midwest City Memorial Hospital Authority to establish the terms and conditions under which the parties will participate in the redevelopment of the property located on the northeast corner of South Sooner Road and SE 15th Street; 2) and authorizing the mayor and/or city manager to enter into such other agreements and execute such other documents as may be necessary or appropriate to effect the provisions of the Agreement. (City Manager - G. Henson)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. Discussion and consideration of approving and passing an ordinance amending Chapter 37, Streets and Sidewalks, of the Midwest City Code, Article I, In General, by taking Section 37-9 out of reserve, entitling it “Street light fee fund,” which shall read as specified in the ordinance; establishing an effective date; and providing for repealer and severability. (Community Services - V. Sullivan)
2. Minutes of the February 2, 2016 Planning Commission (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

February 9, 2016 – 6:00 p.m.

This 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 Jay Dee Collins; Councilmembers Daniel McClure Jr., Richard R. Rice**, Rick Dawkins, James L. Ray, Christine Allen, and Jeff Moore*; and Acting City Clerk Susan Mullendore. Absent: none. Mayor Collins called the meeting to order at 6:09 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for February 9, 2016. City Manager Guy Henson 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.

*Councilmember Moore arrived at 6:12 p.m. and **Councilmember Rice arrived at 6:46 p.m.

Mayor Collins adjourned the meeting at 6:51 p.m.

ATTEST:

JAY DEE COLLINS, Mayor

SUSAN MULLENDORE, Acting City Clerk

DANIEL MCCLURE JR., Councilmember

RICHARD R. RICE, Councilmember

RICK DAWKINS, Councilmember

JAMES L. RAY, Councilmember

CHRISTINE C. PRICE ALLEN, Councilmember

JEFF MOORE, Councilmember

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

February 9, 2016 – 7:00 p.m.

This meeting was held in the Midwest City Council Chambers, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Mayor Jay Dee Collins; Councilmembers Daniel McClure Jr., Richard R. Rice, Rick Dawkins, James L. Ray, Christine Allen and Jeff Moore; and Acting City Clerk Susan Mullendore. Absent: none. Mayor Collins called the meeting to order at 7:06 p.m.

Opening Business. The meeting opened with the invocation by Community Services Director Vaughn Sullivan, followed by the Pledge of Allegiance led by Councilmember McClure. City Manager Guy Henson made community-related announcements.

Consent Agenda. Motion was made by Dawkins, seconded by McClure, to approve the items on the Consent Agenda, as submitted.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meetings of January 26, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2015-2016, increase: Police Capitalization Fund, revenue/Miscellaneous (00) \$24,732; expenses/Police (62) \$24,732.
3. Discussion and consideration of approving and passing a resolution 1) establishing that the bonds used by the City of Midwest City and other governmental and quasi-governmental entities should remain tax-exempt; and 2) authorizing Municipal Electric Systems of Oklahoma, Inc. to submit this resolution to the members of the Oklahoma Congressional Delegation for the purpose of lobbying to preserve the tax-exempt status of bonds.
4. Discussion and consideration of awarding the bid for the Sheraton carpet project to and entering into a contract with Bryan's Flooring to remove and dispose of the existing carpet and padding, and installing new padding and carpet in the Ballroom at the Reed Center for the total amount of \$78,145.
5. Discussion and consideration of approving contract addendum #1 with O'Reilly Auto Parts Company for onsite turnkey vehicle and equipment parts for fiscal year 2015-2016.
6. Discussion and consideration of awarding a bid and entering into a contract with Chickasaw Personal Communications for the purchase of outdoor wireless solar powered call boxes in the total amount of \$3,375.00 each, which includes the base bid in the amount of \$2,995.00 and option one (1) in the amount of \$380.00.

7. Discussion and consideration of approving the following sidewalk projects for construction in calendar year 2016 utilizing the Sidewalk Fee and Sidewalk/Trails Fee Funds: approximately ½ mile of concrete plus ramps on Sooner Road from Reno to Damron Drive; engineering only for NE 10th Street from Douglas Boulevard to Post Road, Post Road from NE 10th Street to Reno, SE 29th Street from Douglas Boulevard to Post Road and SE 29th Street east of Post Road; 1,875 linear feet of concrete plus ramp on Post Road from SE 10th Street to SE 15th Street; 800 linear feet of concrete plus ramps on Felix Drive from SE 15th Street to East Northrup; 1,070 linear feet on Adair from Harr Drive to Rose State College; and approximately 1,650 linear feet of concrete only on West Fairchild from Air Depot to Jarman Middle School.
8. Discussion and consideration of approving and entering into a Memorandum of Understanding with Tinker Air Force Base to perform fire plans review.
9. Discussion and consideration of approving and entering into an As-Is Bill of Sale which will transfer ownership of the monopole tower and associated equipment at the Water Plant to the City of Midwest City from SBA Steel II.
10. 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.

Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, and Mayor Collins. Nay: none.
Absent: none. Motion carried.

Discussion Items.

1. **Discussion and consideration of approving and passing an ordinance amending the Midwest City Code, Chapter 28, Offenses – Miscellaneous, by amending Article II, Offenses Against Morals, Section 28-20, Disorderly house; and providing for repealer and severability. (This item was tabled at the January 26, 2016 Council meeting.)** Joe Atkinson, 7430 SE 15th; Shannon Landsberger, 1949 Rulane Drive; and Bob Toney, 116 Ridgeview Drive, addressed the Council. Motion was made by McClure to pass the ordinance, after removing Petit Larceny and adding Section 26-3, Prohibited Noises, to the list of offenses. The motion died for lack of a second. After additional discussion, motion was made by McClure to table action on the ordinance until the February 23, 2016 Council meeting. There was additional discussion after which McClure withdrew both of his motions. He then requested the Council, take no action on the ordinance at this time.
2. **Discussion and consideration of awarding the bid to and entering into a contract with Holland Backhoe, Inc. in the amount of \$387,570.00 for the Carl Albert Titan Tower Modification Project. (This item was tabled at the January 26, 2016 Council meeting.)** Motion was made by Ray, seconded by Dawkins, to table this item until the March 8, 2016 Council meeting. Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, and Mayor Collins. Nay: none. Absent: none. Motion carried.

3. Discussion and consideration of Change Order No. 1 to the contract with Garver Engineering, entered into on February 10, 2015, increasing the original contract amount by \$6260.00, making the new contract total \$56,760.00 for the Carl Albert Titan Tower Modification Project. (Continued from January 26, 2016 Council meeting)

Motion was made by Ray, seconded by Dawkins, to table this item until the March 8, 2016 Council meeting. Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, and Mayor Collins. Nay: none. Absent: none. Motion carried.

New Business/Public Discussion.

No one appeared before the Council during New Business /Public Discussion.

Adjournment.

There being no further business, motion was made by Dawkins, seconded by Ray, to adjourn. Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, and Mayor Collins. Nay: none. Absent: none. Motion carried. The meeting adjourned at 7:42 p.m.

ATTEST:

JAY DEE COLLINS, Mayor

SUSAN MULLENDORE, Acting City Clerk

DANIEL McCLURE JR., Councilmember

RICHARD R. RICE, Councilmember

RICK DAWKINS, Councilmember

JAMES L. RAY, Councilmember

CHRISTINE C. PRICE ALLEN, Councilmember

JEFF MOORE, Councilmember



**THE CITY OF
MIDWEST CITY**
Finance Department

MEMORANDUM

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

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

Police Fund (20) decreased due to the payments for:

Vacation buyback <\$163,015>

Sewer Construction (186) made the payment to J S Haren Company for:

Boiler <\$264,268>

Utilities Capital Outlay (189) decreased due to the payments for:

Auto Meter Reading System <\$127,461>

Water Fund (191) decreased because of the quarterly payment to:

Central OK Master Conservancy <\$229,995>

Hotel/Conference Center (195) had an operational loss of \$86,209 in January.

G.O. Debt Services (350) decreased by \$276,389 due to the net effect of the following activities:

Ad Valorem tax receipt \$855,049
Interest payment-Street Bonds <\$56,438>
Principal payment-Street Bonds <\$1,075,000>

MWC Hospital Authority (425) decreased resulting from:

9010 - unrealized loss on investment <\$3,119,945>
9050 - unrealized loss on investment <\$557,640>

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 January, 2016

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,949,284	-	2,053,701	309,861	(414,278)	(104,417)	1,949,284
10	GENERAL	4,606,275	(140,083)	4,222,650	22,132,139	(21,888,598)	243,541	4,466,192
11	CAPITAL OUTLAY RESERVE	885,707	-	873,787	11,920	-	11,920	885,707
13	STREET AND ALLEY FUND	1,898,432	-	1,729,956	343,062	(174,586)	168,476	1,898,432
14	TECHNOLOGY FUND	522,827	-	481,257	253,744	(212,174)	41,571	522,827
16	REIMBURSED PROJECTS	624,035	(188,106)	675,743	71,224	(311,038)	(239,814)	435,929
17	29TH & DOUGLAS PROPERTY	5,500,000	(289,774)	5,210,226	83,751	(83,751)	-	5,210,226
20	MWC POLICE DEPARTMENT	1,332,362	-	1,518,741	7,404,808	(7,591,186)	(186,379)	1,332,362
21	POLICE CAPITALIZATION	845,760	-	676,458	315,224	(145,922)	169,302	845,760
25	JUVENILE FUND	62,998	-	104,185	55,433	(96,620)	(41,187)	62,998
30	POLICE STATE SEIZURES	48,347	-	38,409	12,829	(2,891)	9,937	48,347
31	SPECIAL POLICE PROJECTS	50,435	-	50,212	4,320	(4,097)	223	50,435
33	POLICE FEDERAL PROJECTS	92,049	-	92,441	876	(1,267)	(392)	92,049
34	POLICE LAB FEE FUND	20,238	-	21,465	6,355	(7,583)	(1,228)	20,238
35	EMPLOYEE ACTIVITY FUND	8,586	-	15,875	1,567	(8,856)	(7,289)	8,586
36	JAIL	158,504	-	185,400	61,893	(88,789)	(26,896)	158,504
37	POLICE IMPOUND FEE	154,426	-	111,976	42,450	-	42,450	154,426
40	MWC FIRE DEPARTMENT	1,131,350	(4)	888,234	5,938,159	(5,695,047)	243,112	1,131,346
41	FIRE CAPITALIZATION	480,848	-	592,836	196,691	(308,679)	(111,988)	480,848
45	MWC WELCOME CENTER	338,188	(89)	325,488	126,825	(114,214)	12,611	338,099
46	CONV / VISITORS BUREAU	177,267	-	140,024	199,870	(162,627)	37,243	177,267
50	DRAINAGE TAX FUND	233,971	-	253,942	4,079	(24,050)	(19,971)	233,971
60	CAPITAL DRAINAGE IMP	377,938	-	334,872	265,023	(221,958)	43,065	377,938
61	STORM WATER QUALITY	901,257	-	884,423	443,719	(426,885)	16,834	901,257
65	STREET TAX FUND	1,156,149	-	1,080,011	267,971	(191,833)	76,137	1,156,149
70	EMERGENCY OPER FUND	732,411	-	740,750	236,686	(245,025)	(8,339)	732,411
75	PUBLIC WORKS ADMIN	240,719	-	216,227	535,994	(511,503)	24,492	240,719
80	INTERSERVICE FUND	53,126	-	146,291	1,185,286	(1,278,452)	(93,166)	53,126
81	SURPLUS PROPERTY	301,235	(235,258)	57,402	29,846	(21,271)	8,575	65,977
115	ACTIVITY FUND	290,954	-	304,088	112,248	(125,381)	(13,133)	290,954
123	PARK & RECREATION	517,365	-	378,386	317,999	(179,020)	138,979	517,365
141	COMM. DEV. BLOCK GRANT	15,156	-	15,156	264,056	(264,056)	0	15,156
142	GRANTS/HOUSING ACTIVITIES	275,422	(5,189)	261,039	52,066	(42,872)	9,194	270,233
143	GRANT FUNDS	78,379	(18,379)	58,318	284,696	(283,014)	1,682	60,000

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

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,936,776	(5,736)	2,530,406	562,669	(162,035)	400,634	2,931,040
172	CAP. WATER IMP-WALKER	1,086,818	-	864,897	300,980	(79,058)	221,922	1,086,818
178	CONST LOAN PAYMENT REV	2,149,352	-	1,694,117	463,106	(7,871)	455,235	2,149,352
184	SEWER BACKUP FUND	80,313	-	80,681	1,099	(1,466)	(367)	80,313
186	SEWER CONSTRUCTION	6,173,216	(2,785,769)	4,652,015	918,487	(2,183,055)	(1,264,568)	3,387,446
187	UTILITY SERVICES	434,269	(924)	384,521	672,861	(624,038)	48,824	433,345
188	CAP. SEWER IMP.-STROTH	399,004	-	166,194	249,866	(17,056)	232,810	399,004
189	UTILITIES CAPITAL OUTLAY	995,853	(127,448)	(129,021)	1,503,084	(505,657)	997,427	868,406
190	MWC SANITATION DEPARTMENT	2,341,480	-	2,166,341	3,350,397	(3,175,257)	175,140	2,341,480
191	MWC WATER DEPARTMENT	312,327	-	730,063	3,328,337	(3,746,072)	(417,735)	312,327
192	MWC SEWER DEPARTMENT	1,008,888	-	971,908	3,117,983	(3,081,003)	36,980	1,008,888
193	MWC UTILITIES AUTHORITY	1,202,678	-	1,107,612	98,537	(3,470)	95,066	1,202,678
194	DOWNTOWN REDEVELOPMENT	3,378,720	-	3,165,630	797,464	(584,374)	213,090	3,378,720
195	HOTEL/CONFERENCE CENTER	309,625	(977,858)	(314,204)	2,997,705	(3,351,734)	(354,029)	(668,233)
196	HOTEL 4% FF&E	1,204,315	-	1,266,980	119,908	(182,572)	(62,665)	1,204,315
197	JOHN CONRAD REGIONAL GOLF	130,280	(2,223)	86,403	624,203	(582,549)	41,654	128,057
201	URBAN RENEWAL AUTHORITY	62,538	-	3,804	65,124	(6,389)	58,734	62,538
202	RISK MANAGEMENT	2,900,319	(37)	3,812,390	1,193,800	(2,105,908)	(912,107)	2,900,282
220	ANIMALS BEST FRIEND	67,265	-	69,763	15,047	(17,544)	(2,498)	67,265
225	HOTEL MOTEL FUND	-	-	-	352,820	(352,820)	-	-
230	CUSTOMER DEPOSITS	1,368,030	(1,368,030)	-	18,677	(18,677)	-	-
235	MUNICIPAL COURT	89,989	(89,989)	-	1,269	(1,269)	-	-
240	L & H BENEFITS	1,521,210	(10,118)	1,943,651	3,949,449	(4,382,008)	(432,559)	1,511,092
250	CAPITAL IMP REV BOND	5,504,408	(64,573,123)	(61,635,836)	8,655,441	(6,088,320)	2,567,121	(59,068,715)
269	2002 G.O. STREET BOND	3,005,809	-	3,341,434	43,215	(378,840)	(335,625)	3,005,809
310	DISASTER RELIEF	1,519,592	(184,929)	1,407,848	130,632	(203,816)	(73,185)	1,334,663
340	REVENUE BOND SINKING FUND	-	-	-	3,265,797	(3,265,797)	-	-
350	G. O. DEBT SERVICES	1,464,837	-	1,431,347	1,280,082	(1,246,593)	33,490	1,464,837
351	TAX INCREMENT FINANCING	-	(1,210,596)	(1,181,139)	-	(29,458)	(29,458)	(1,210,596)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	69,914,627	(9,791,527)	66,270,390	(4,401,459)	(1,745,830)	(6,147,289)	60,123,102
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,833,738	(333,738)	2,500,000	32,166	(32,166)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	9,877,139	(10,536)	9,223,576	741,641	(98,615)	643,026	9,866,602
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	4,253,126	(154,711)	3,157,879	2,273,372	(1,332,834)	940,538	4,098,417
	TOTAL	154,588,542	(82,504,173)	74,509,619	78,296,428	(80,721,676)	(2,425,248)	72,084,371



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Gayla Duke, Treasurer/Finance Director

DATE: February 23, 2016

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: Reimbursed Projects Fund, revenue/Intergovernmental (62) \$147,278; expenses/Police (62) \$147,278; revenue/Intergovernmental (87) \$27,500; expenses/Economic (87) \$27,500; revenue/Intergovernmental (05) \$62,500; expenses/Community Development (05) \$62,500; revenue/Intergovernmental (78) \$66,300; expenses/Recreation (78) \$66,300; revenue/Intergovernmental (64) \$100,000; expenses/Fire (64) \$100,000; revenue/Intergovernmental (06) \$1,928; expenses/Park & Rec (06) \$1,928. Street & Alley Fund, expenses/Street (09) \$175,000.

The first supplement is needed to budget Fiscal Year 2015-2016 Hospital Authority Grants awarded to City departments. The second supplement is needed to budget new project for street improvements along Sooner Road and S.E. 15th Street.

Gayla D. Duke

Gayla D. Duke
Treasurer / Finance Director

SUPPLEMENTS
February 23, 2016

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	147,278			
62	Police			147,278	
87	Intergovernmental	27,500			
87	Economic			27,500	
05	Intergovernmental	62,500			
05	Community Development			62,500	
78	Intergovernmental	66,300			
78	Recreation			66,300	
64	Intergovernmental	100,000			
64	Fire			100,000	
06	Intergovernmental	1,928			
06	Park & Rec			1,928	
		<u>405,506</u>	<u>0</u>	<u>405,506</u>	<u>0</u>

Explanation:
Budget Fiscal Year 2015-2016 Hospital Authority Grants awarded to City departments at 2/9/16 Council meeting.

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			175,000	
		<u>0</u>	<u>0</u>	<u>175,000</u>	<u>0</u>

Explanation:
Create new project for street improvements along Sooner Rd. and S.E. 15th Street. Funding to come from fund balance.



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: February 23, 2016

RE: Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of January 2016.

This is a staff update

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

Catherine Wilson, Human Resources Director

REPORT OF THE EMPLOYEES' HEALTH BENEFIT PLAN FOR FISCAL YEAR 2015-2016												
FISCAL YEAR 2015-2016	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
PLAN INCOME												
Budgeted (MTD)	530,920	530,920	530,920	663,615	530,920	530,920	530,920	530,920	530,920	663,615	530,920	530,920
Actual (MTD)	537,739	532,037	534,342	718,473	539,926	534,845	549,498					
Budgeted (YTD)	530,920	1,061,840	1,592,760	2,256,375	2,787,295	3,318,215	3,849,135					
Actual (YTD)	537,739	1,069,776	1,604,118	2,322,591	2,862,517	3,397,362	3,946,860					
PLAN CLAIMS/ADMIN COSTS	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
Budgeted (MTD)	560,232	700,290	560,232	560,232	700,290	560,232	560,232	700,290	560,232	560,232	700,290	560,232
Actual (MTD)	475,229	793,029	497,060	581,637	804,651	647,170	583,231					
Budgeted (YTD)	560,232	1,260,522	1,820,754	2,380,986	3,081,276	3,641,508	4,201,740					
Actual (YTD)	475,229	1,268,258	1,765,318	2,346,955	3,151,606	3,798,776	4,382,007					
EXCESS INCOME vs. EXPENDITURES	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
Budgeted (MTD)	-29,312	-169,370	-29,312	103,383	-169,370	-29,312	-29,312					
Actual (MTD)	62,510	-260,992	37,282	136,836	-264,725	-112,325	-33,733					
Budgeted (YTD)	-29,312	-198,682	-227,994	-124,611	-293,981	-323,293	-352,605					
Actual (YTD)	62,510	-198,482	-161,200	-24,364	-289,089	-401,414	-435,147					
FISCAL YEAR 2014-2015	<u>Jul -14</u>	<u>Aug - 14</u>	<u>Sep - 14</u>	<u>Oct - 14</u>	<u>Nov - 14</u>	<u>Dec - 14</u>	<u>Jan - 15</u>	<u>Feb - 15</u>	<u>Mar - 15</u>	<u>Apr - 15</u>	<u>May - 15</u>	<u>Jun - 15</u>
PLAN INCOME												
Budgeted (MTD)	590,592	590,592	590,592	806,955	590,592	590,592	590,592	590,592	590,592	590,592	806,955	590,592
Actual (MTD)	566,031	576,500	565,298	763,932	555,173	562,971	593,135	569,109	580,810	545,968	808,548	608,630
Budgeted (YTD)	590,592	1,181,184	1,771,776	2,578,731	3,169,323	3,759,915	4,350,507	4,941,099	5,531,691	6,122,283	6,929,238	7,519,830
Actual (YTD)	566,031	1,142,531	1,707,829	2,471,761	3,026,934	3,589,905	4,183,040	4,752,149	5,332,959	5,878,927	6,687,475	7,296,105
PLAN CLAIMS/ADMIN COSTS	<u>Jul -14</u>	<u>Aug - 14</u>	<u>Sep - 14</u>	<u>Oct - 14</u>	<u>Nov - 14</u>	<u>Dec - 14</u>	<u>Jan - 15</u>	<u>Feb - 15</u>	<u>Mar - 15</u>	<u>Apr - 15</u>	<u>May - 15</u>	<u>Jun - 15</u>
Budgeted (MTD)	565,440	564,622	675,089	566,002	564,622	675,513	564,622	564,622	675,089	564,622	566,002	675,094
Actual (MTD)	481,088	537,213	501,847	545,226	543,832	602,083	649,542	485,959	592,305	432,698	503,641	677,131
Budgeted (YTD)	565,440	1,130,062	1,805,151	2,371,153	2,935,775	3,611,288	4,175,910	4,740,532	5,415,621	5,980,243	6,546,245	7,221,339
Actual (YTD)	481,088	1,018,301	1,520,148	2,065,374	2,609,206	3,211,289	3,860,831	4,346,790	4,939,095	5,371,793	5,875,434	6,552,565
EXCESS INCOME vs. EXPENDITURES	<u>Jul -14</u>	<u>Aug - 14</u>	<u>Sep - 14</u>	<u>Oct - 14</u>	<u>Nov - 14</u>	<u>Dec - 14</u>	<u>Jan - 15</u>	<u>Feb - 15</u>	<u>Mar - 15</u>	<u>Apr - 15</u>	<u>May - 15</u>	<u>Jun - 15</u>
Budgeted (MTD)	25,152	25,970	-84,497	240,953	25,970	-84,921	25,970	25,970	-84,497	25,970	240,953	-84,502
Actual (MTD)	84,943	39,287	63,451	218,706	11,341	-39,112	-56,407	83,150	-11,495	113,270	304,907	-68,501
Budgeted (YTD)	25,152	51,122	-33,375	207,578	233,548	148,627	174,597	200,567	116,070	142,040	382,993	298,491
Actual (YTD)	84,943	124,230	187,681	406,387	417,728	378,616	322,209	405,359	393,864	507,134	812,041	743,540

Current Balance: \$1,508,504
 Jan. 2015: \$1,575,544
 Jan. 2014: \$977,028
 Jan. 2013: \$1,090,416
 Jan. 2012 \$1,566,892



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1204
ghenson@midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: February 23, 2016

SUBJECT: Discussion and consideration of approving \$200,000 from the Capital Improvements Fund (157) for sewer improvements along Sooner Road from S.E. 15th Street to S.E. 12th Street.

This work is required for the redevelopment of the S.E. 15th and Sooner Road site.

A handwritten signature in cursive script, reading "J. Guy Henson", is written over a horizontal line.

J. GUY HENSON, AICP
City Manager



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and City Council

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

DATE : February 23, 2016

SUBJECT : Discussion and consideration of accepting grants of permanent utility easement from CJB Holdings, L.L.C., George H. Hendrickson, and Beverly McVey, Trustee of the Marie P. Belisle Living Trust, across three tracts of land in the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven (11) North, Range One (1) West, of the Indian Meridian, within the corporate boundaries of Midwest City, Oklahoma County, Oklahoma.

The tracts are located on the north side of SE 29th Street near Anderson Road. The easements are needed in connection with the SE 29th Street and Anderson Road to Forrest Glen Drive Water Main Extension.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

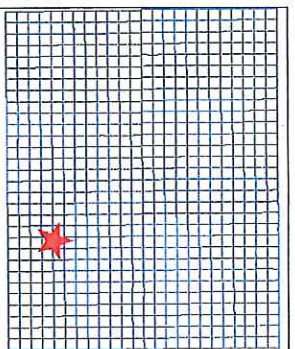


Leonard Sullivan Oklahoma County Assessor
ONLINE MAPPING

Oklahoma County Assessor Online Mapping



This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



Legend

- Streets
- Parcels
- North Canadian River
- Rivers & Creeks
- Lakes
- Aerials (flown Feb - March, 2015)
- County Background



Scale: 1:6,425



ONLINE MAPPING

GRANT OF PERMANENT UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS:

That CJB Holdings, L.L.C., (grantor) of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, (grantee) a permanent utility easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

A tract of land situate within the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven North (T11N), Range One West (R1W) of the Indian Meridian (I.M.), Oklahoma County, Oklahoma, being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of said SW/4; thence
N 00° 21' 49" W a distance of 349.14 feet; thence
N 00° 18' 51" W a distance of 20.00 feet to the POINT OF BEGINNING; thence
N 87° 10' 43" W a distance of 400.59 feet; thence
N 84° 19' 57" W a distance of 546.09 feet; thence
N 78° 18' 01" W a distance of 237.87 feet; thence
N 84° 19' 57" W a distance of 113.10 feet; thence
S 00° 26' 48" E a distance of 25.14 feet; thence
N 84° 19' 57" W a distance of 25.20 feet; thence
N 00° 26' 48" W a distance of 65.14 feet; thence
S 78° 18' 01" E a distance of 378.47 feet; thence
S 84° 19' 57" E a distance of 546.16 feet; thence
S 87° 10' 43" E a distance of 400.59 feet; thence
S 00° 17' 49" E a distance of 25.14 feet to the POINT OF BEGINNING.

Said tract contains 34,656 Square Feet or 0.796 Acres more or less.

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build utilities, and other improvements including but not limited to water, sanitary and storm sewers, electricity, telephone, cable and natural gas, upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

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

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

WITNESS the hands of the parties this 11 day of November 2014.


MANAGER

STATE OF OKLAHOMA)
)ss.
COUNTY OF OKLAHOMA _____)

Before me, the undersigned Notary Public in and for the state and county aforesaid,

on this 11 day of November, 2014 personally appeared _____

Bobby Chappell

of CJB Holdings, L.L.C., as its Manager to me known to be the identical person(s)

who executed the within and foregoing instrument and acknowledged to me that

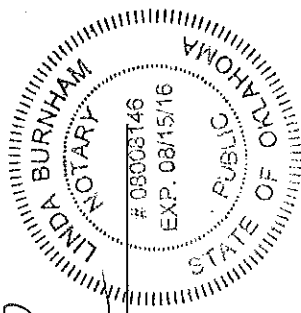
Bobby Chappell executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 11 day of November, 2014

Linda B

My Commission expires: 8-15-16

NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

RETURN TO: City Clerk, 100 N. Midwest Blvd., Midwest City Ok 73110

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

That Beverly McVey, Trustee of the Marie P. Belisle Living Trust dated the 29th day of October, 2001, (grantor) of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, (grantee) a permanent waterline easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

A tract of land situate within the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven North-(T11N), Range One West (R1W) of the Indian Meridian (I.M.), Oklahoma County, Oklahoma, being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of said SW/4; thence
S 89° 54' 57" E a distance of 997.23 feet; thence
N 00° 05' 03" E a distance of 506.27 feet to the POINT OF BEGINNING; thence
N 00° 27' 25" W a distance of 25.03 feet to a point on a non-tangent curve to the right; thence
197.43 feet along the arc of said curve having a radius of 1935.08 feet, subtended by a chord of
197.35 feet which bears S 84° 57' 42" E, to a point; thence
S 84° 20' 32" E a distance of 118.59 feet; thence
S 00° 26' 48" E a distance of 25.14 feet; thence
N 84° 19' 57" W a distance of 122.27 feet to a point on a non-tangent curve to the left; thence
193.76 feet along the arc of said curve having a radius of 1910.08 feet, subtended by a chord of
193.67 feet which bears N 84° 56' 41" W, to the POINT OF BEGINNING.

Said tract contains 7,899 Square Feet or 0.181 Acres more or less. (Belisle parcel)

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, locate, relocate, build, rebuild, construct, reconstruct, change, operate and maintain, a waterline, upon the parcels or tracts of land described above, and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

The City of Midwest City its officers, agents, contractors and employees will restore the surface of the area described above to its original condition, excepting the removal of trees and shrubs, and will remove all construction materials and debris upon completion of the project. The City of Midwest City will remain responsible for all liability that may arise, in the above described area, as a result of City activity and or property.

Grantor hereby covenants and warrants that at the time of the delivery of this easement that grantor is the owner of fee simple title, of the property described above, and that grantor has full right and legal authority to convey this easement and that grantee shall have quiet and peaceful possession, use and enjoyment of this easement.

WITNESS the hands of the parties this 20 day of November, 2014

Beverly McVey
Trustee

STATE OF OK)
COUNTY OF Creek)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this

20 day of November, 2014 personally appeared _____

Beverly Ann McVey

as Trustee of the Marie P. Belisle Living Trust dated the 29th day of October, 2001,

to me known to be the identical person(s) who executed the within and foregoing instrument

and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 20 day of November, 2014

Cynthia A. Hubbell
Notary Public
Okmulgee County
State of Oklahoma
Commission No. 14002176
Expires March 03, 2018

Cynthia A. Hubbell
NOTARY PUBLIC

My Commission expires: March 03, 2018

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

(Belisle parcel)

RETURN TO: City Clerk, 100 N. Midwest Blvd., Midwest City Ok 73110

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this

13th day of November, 2015 personally appeared _____

George H Hendrickson

to me known to be the identical person(s) who executed the within and foregoing instrument

and acknowledged to me that he executed the same as a free and voluntary act and

deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 13th day of November, 2015

My Commission expires: 8/31/2019



[Signature]
NOTARY PUBLIC

COMM. 99014488

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

RETURN TO: City Clerk, 100 N. Midwest Blvd., Midwest City Ok 73110

ATTACHMENT "A"

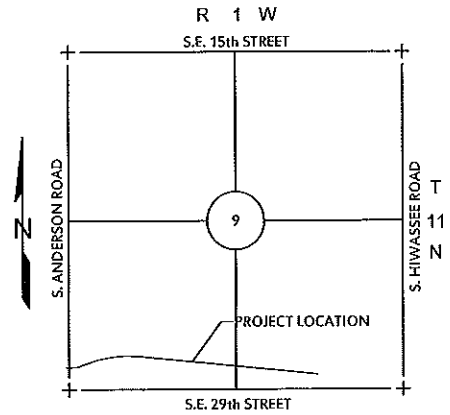
LEGAL DESCRIPTION

A utility easement being 25 feet wide, being 12.5 feet to the right and left of the following described centerline, situate within the Southwest Quarter (SW/4) of Section Nine (9), Township Eleven North (T11N), Range One West (R1W) of the Indian Meridian (I.M.), Oklahoma County, Oklahoma, being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of said SW/4; thence
 S 89° 54' 57" E a distance of 693.47 feet; thence
 N 00° 05' 03" E a distance of 504.59 feet to the POINT OF BEGINNING; thence
 N 84° 58' 49" E a distance of 53.94 feet; thence
 N 84° 54' 59" E a distance of 151.46 feet; thence
 N 85° 36' 49" E a distance of 99.19 feet to the TERMINUS.

Prolonging or shortening the sidelines of said easement so as to be wholly contained within that certain tract described in the Quit Claim Deed filed in the Office of the Oklahoma County Clerk in Book 10508 on Page 338.

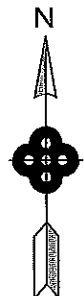
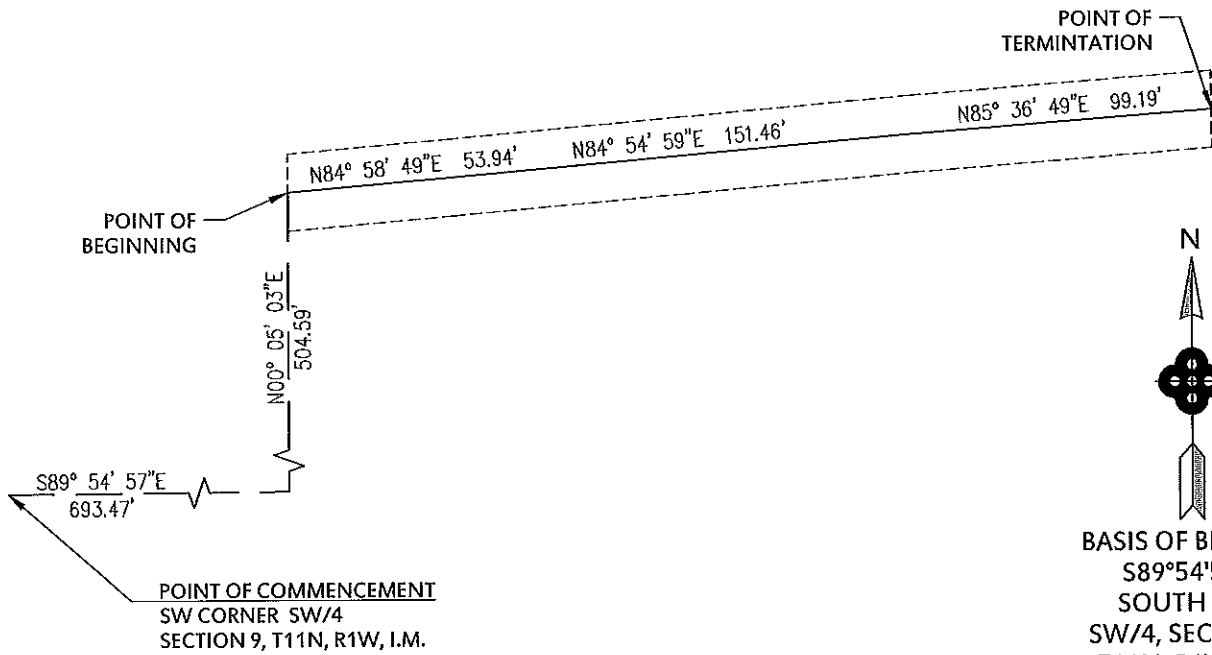
Said tract contains 7,615 Square Feet or 0.175 Acres more or less.



LOCATION MAP

JL Whitey

Jennifer L Whitey, RPLS 1517



BASIS OF BEARING
 S89°54'57"E
 SOUTH LINE
 SW/4, SECTION 9
 T11N, R1W, I.M.

EASEMENT EXHIBIT



Craffon Tull
 surveying | engineering
 CA 973 (PE/LS) Expires 6/30/2016 405.787.6270 405.787.6276 f
 214 E. Main Street www.craffontull.com
 Oklahoma City, Oklahoma 73104 © 2015 Craffon, Tull & Associates, Inc.

SECTION 9, T11N, R1W, I.M.
 OKLAHOMA COUNTY, OK

REVISIONS:

DRAWN BY: D. WINCHESTER

PROJECT #13605000

SCALE: 1" = 60'

APPROVED BY: J. WHITEY

DATE: 6/1/2015

SHEET 1 OF 1

DRAWING: C:\USERS\JLWHITEY\WORKSPACE\1517\1517-ASBULT-EASEMENTS-HENDRICKS.R1W.DWG
 LAST PLOTTED BY: DENVER WINCHESTER, 6/1/2015 1:46:33 PM (PLOTTED BY: VALID ON HARD COPY ONLY)



THE CITY OF
MIDWEST CITY
Police Department

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Police Chief

DATE: February 23, 2016

SUBJECT: Discussion and consideration of awarding the bid and entering into a contract with WatchGuard Video for one or more L.E. (Law Enforcement) VISTA WI-FI body worn cameras with cradle in the total amount of \$1,195.00 for each which fully integrates with current in-car camera system.

On Tuesday, February 9, 2016, at 2:00 p.m. the City of Midwest City opened bids for one or more L.E. body worn camera systems. The only bid was submitted by WatchGuard Video. The bid meets all specifications for a total of \$1,195.00 for each camera.

The funds for this equipment are budgeted and available in account number 016-6210-421.40-02 Project Number 621530.

Staff recommends approval.

Brandon Clabes
Police Chief

100 N Midwest Blvd - Midwest City, Oklahoma 73110

(405) 739-1306 - FAX (405) 739-1398

An Equal Opportunity Employer

Invitation for Sealed Bids

PURCHASE OF ONE OR MORE LAW ENFORCEMENT BODY WORN CAMERA(S)

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

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

Published in: Midwest City Beacon

Date Advertised: 1/22/2016

Bids must be in the Office of the City Clerk by no later than 2:00 P.M. on February 9, 2016. IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening. Please state the minimum number of units of each item that must be purchased to receive any available volume pricing (i.e. 1-10=\$, 11-20=\$, etc.)

Table with 4 columns: Description, Quantity, Unit Price, and Volume Pricing. Items include Body Worn Camera/W Cradle, Multi Bay Cradle, Mount, and Extended Warranty.

Option:

Table of options including Smartphone Application, Integration with Current WatchGuard 4RE, Vehicle Charger, and Optional mounting system.

**The next generation of VISTA, VISTA Wi-Fi, which allows full integration with 4RE will be available Q2 2016. THE CITY OF MIDWEST CITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

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

DELIVERY WILL BE MADE IN 30 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 8th DAY OF February, 2016

FIRM WatchGuard Video BY Kyrie Endres

ADDRESS 415 Century Parkway, Allen, TX 75013 TITLE Proposal Manager

Accepted by the City Council this day of, 2016.

Mayor

City Clerk

Approved as to form this day of, 2016.

City Attorney

AGREEMENT BY BIDDER

THESE TERMS APPLY TO AND BECOME PART OF THE TERMS AND CONDITIONS OF BID. ANY EXCEPTION MUST BE IN WRITING.

1. Bids must be submitted on the attached form only. Each bid must be placed in a separate envelope. Each envelope must be completely and properly identified and sealed, showing the date of bid opening and the subject advertised.
2. The City of Midwest City (the "City") reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to a different bidder or all items to a single bidder.
3. No bidder may withdraw his bid within a period of thirty (30) days after the date and hour set for the opening of bids. A bidder may withdraw his bid at any time prior to the time fixed for the opening of bids.
4. All bids must be accompanied by bidder's bond or cashier's check in the amount shown on the face of the bid form when required by the City. This amount may be retained by the City as liquidated damages in the event the successful bidder (or bidders) fails to comply with the terms of his bid. The office of the City Clerk will return the deposits to the unsuccessful bidders after the contract has been awarded.
5. All prices shall be quoted F.O.B. Midwest City, Oklahoma, and delivery to the City of Midwest City location shall be without additional charges unless otherwise stated in the specifications.
6. The bidder shall attach the manufacturer's name of the equipment or materials to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties must be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications in respect to the successful bid shall be considered as part of the bidder's contract with the City.
7. The bidder shall show in the bid both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
8. Any exceptions to these items or conditions or deviations from written specifications shall be shown in writing and attached to the bid form.
9. In the event cash discounts are offered by the bidder, the discount date should begin with the date of invoice or the date of receipt of all material covered by the purchase order.
10. The bidder's attention is directed to the fact that the purchase of certain items of equipment or material by the City is exempt from taxes. In such cases the bidder shall quote prices that do not include tax. The City will execute exemption certificates upon presentation by the bidder at the time of purchase.
11. Information to bidders and specifications are on file in the office of the City Clerk and copies may be obtained from the Municipal Building, Midwest City, Oklahoma.
12. Bids must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. The successful bidder must keep the purchasing department advised at all times of the status of the order. Default in promised delivery or failure to meet specifications authorizes the purchasing agent to purchase bid items elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
13. Bidder agrees to defend and save the City harmless from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified or the ordinary use or operation of such goods by the City or use or operation of such goods in accordance with bidder's direction.
14. Bidder may bid on one or all items but bids may not be tied together unless specifically stated in specifications.
15. The specifications are complete as written. No oral representation made by any agent or employee of the City, or its affiliate agencies, shall be of any force or effect unless reduced to writing and submitted to all prospective bidders at least 24 hours in advance of the bid opening.
16. Any protest of the award of this proposed contract by a bidder on the contract shall be in writing, shall specify the grounds for the protest in specific terms and shall be received by the City within three (3) business days after the award of the contract by the governing body. All other provisions of these specifications shall also apply.
17. Each bidder, when affixing his signature to the Invitation for Sealed Bids, states that he has not, directly or indirectly, entered into any agreement, express or implied, with any other bidder or bidders, having for its object the controlling of the price, or amount of such bids, the limiting of the bids of bidders or the paying to any one any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or the profits thereof.
18. No bidder shall divulge the information in his sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid, until after the sealed bids are opened.

A violation of any one of the foregoing provisions on the part of a bidder shall be sufficient reason for the rejection of his bid or making void any contract made by him with the City based upon such bid.

NON COLLUSION AFFIDAVIT

STATE OF Texas)

SS.

COUNTY OF Collin)

The undersigned Kyrie Endres, of lawful age, being first
(architect, contractor, supplier or engineer -- printed name)
duly sworn, on oath says that s/he is the agent authorized by the bidder to submit the attached
bid. Affiant further states that the work, services, or materials will be completed or supplied in
accordance with the plans, specifications, orders or requests furnished the affiant for the project
described as:

PURCHASE OF ONE OR MORE LAW ENFORCEMENT BODY WORN CAMERA(S)

Affiant further states that s/he has made no payment of money or any other thing of value
directly or indirectly to any elected official, officer or employee of the City of Midwest City or
any of its affiliated entities to obtain or procure the contract or purchase order.

Kyrie Endres
Signature of Affiant

Subscribed and sworn to before me this 8th day of February, 2016.



Terri L Turner
Notary Public

My Commission Expires:

10/28/2019
My Commission Number:

Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the City of Midwest City. After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

Contractor will retain and make available for inspection by the City, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the City. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the City, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on February 8, 20 16.

WatchGuard Video

Contractor

By:


Owner or Authorized Officer



8th of February, 2016

City of Midwest City
City Clerk, Municipal Building
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

Reference: Bid for Purchase Of One Or More Law Enforcement Body Worn Camera(s)

We are pleased to present the VISTA HD Wearable Camera and Evidence Library video evidence management system. Substantial investment into the development of the new VISTA one-piece wearable camera system began two years ago. VISTA sets new standards in ruggedness, overall performance, and ease of use.

Unlike nearly every competing system, VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and is able to record up to 9 hours of continuous HD video.

No other system on the market can offer these features or functionality.

Thank you for your consideration to this proposal.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Kyrie Endres".

Kyrie Endres

Proposal Manager

KE/rl

Encl.

City of Midwest City

**Specifications for the Purchase of One or More Law Enforcement
Body Worn Camera(s)**

Overview

The Midwest City Police Department currently operates DVD based in-car camera systems as well as some server based solutions. The City is seeking bids to add body worn camera(s) to augment the current in-car systems being used.

Below are minimum specifications. Bidders may meet or exceed specifications.

-Body Worn Camera Device

- Simple one (1) touch recording
- One (1) touch stopping of recording
- Covert Mode or ability to turn off all light emitting sources
- Backlit LCD display
- 32 GB storage
- Video resolution 640X480, 720P
- 120 degree field of view

-Audio

- Automatic Gain Control (AGC) to continuously adjust audio quality
- Background noise reduction
- Frequency response 100 Hz to 10 kHz @ -50db

-Cradle

- USB Cradle for downloading captured video
- Charge camera when in cradle
- Single or Multiple

-Battery

- 6 hours of continuous recording
- 12 hours standby
- 3 hours recharge time

-Ruggedness

- MIL-STD 810F
- IP54
- 30° F to + 185° F

-I/O Interfaces

- USB Cradle
- Optional Ethernet Cradle
- Multi bay Cradle

-Warranty

Minimum 1 year

-Video Storage/Evidence Management

On-Site video storage

Microsoft Server 2014 compatible

Microsoft SQL compatible

Bid Tab 2-9-2016 Body Worn Camera				
Description:	Company	Unit Price	Vol Price 1-10	Vol Price 11-20
	<i>Watchguard</i>			
Body Worn/Camera with cradle		<i>895.00</i>		
Multi Bay Cradle		<i>1495.00</i>		
Mount		<i>included</i>		
Extended Warranty		<i>380.00</i>	<i>3yr no fault warranty</i>	
Option:				
Smartphone Application		<i>75.00</i>		
Integration with Current WatchGuard4RE		<i>195.00</i>		
Vehicle Charger		<i>200.00</i>		
Optional Mounting System		<i>included</i>		



THE CITY OF
MIDWEST CITY
Police Department

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Police Chief

DATE: February 23, 2016

RE: Discussion and consideration of approving and entering into a Sales Agreement with ISG Technology, LLC. in the amount of \$17,025.00 for the purchase of one fully populated Drive Array Enclosure.

This Drive Array Enclosure will provide additional storage capacity necessary to archive and store audio/video recordings of law enforcement body-worn cameras.

The funds for this equipment are budgeted and available in account number 016-6210-421.40-02 Project Number 621530.

Staff recommends approval.

Brandon Clabes
Police Chief

100 N Midwest Blvd - Midwest City, Oklahoma 73110

(405) 739-1306 - FAX (405) 739-1398

An Equal Opportunity Employer



ISG Technology, LLC

7101 NW Expressway, Ste 705
Oklahoma City, OK 73132
www.isgtech.com

Rock Gumerson

Phone: 405-773-2716
Fax: 405-773-2711
rgumerson@isgtech.com

Customer Information

Ryan Rushing
City of Midwest City
100 N. Midwest Blvd
Midwest City, OK 73110-4327
rrushing@midwestcityok.org
Phone: 4057391374

Shipping Information

Ryan Rushing
City of Midwest City
100 N. Midwest Blvd
Midwest City, OK 73110-4327
rrushing@midwestcityok.org
Phone: 4057391374

Mfr. Part	Description	Price	Qty.	Extended
Tab 1				
V31-DAE-N-15	3U DAE WITH 15X3.5 INCH DRIVE SLOTS Mfr: EMC Corporation	\$1,650.00	1	\$1,650.00
V3-VS07-040U	VNX 4TB NL SAS DRV UPG-15X3.5IN DPE/DAE	\$1,025.00	15	\$15,375.00
Tab 1 Subtotal:				\$17,025.00

Configuration Totals	
Quote Total:	\$17,025.00

Terms & Conditions

Amounts quoted do not include any taxes. Applicable taxes will be included on the invoice unless a valid exemption certificate is on file. Shipping, handling, and other fees may also apply. We reserve the right to cancel orders arising from pricing or other errors. Product invoiced upon shipment. Services invoiced as performed.



Fire Department
8201 E. Reno
Midwest City, OK 73110
Office 405.739.1340
Fax 405.739.1384

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Bert Norton, Fire Chief

DATE: February 23, 2016

SUBJECT: Discussion and consideration of approving and entering into a contract with Florian Protective Services for reviewing plans for the purpose of fire plans review.

Due to staffing levels and lack of experience in the Midwest City Fire Department fire prevention section, the Fire Department would like to enter into an agreement where Florian Protective Services would provide services to conduct reviews of plans submitted to the fire department. Plans submitted and required by resolution for fire department review include alarm plans, building plans (life safety code), sprinkler plans, and cooking hood suppression systems. Under this contract, services can be used as needed with no promises or guarantees to Florian Protective Services of any specified work load. Florian Protective Services maintains a \$1,000,000 Certificate of Liability Insurance.

Staff recommends approval.

Bert Norton, Fire Chief

CONTRACT FOR SERVICES

THIS CONTRACT entered into on this _____ day of _____, 2016, shall govern certain activities of the City of Midwest City, Oklahoma, a municipal corporation, hereinafter referred to as "CITY" and **Florian Protective Services, LLC** hereinafter referred to as "CONTRACTOR".

CONTRACTOR will review life safety, fire sprinkler, fire alarm and fire suppression plan requests for conformance with adopted codes. Plans shall be sent to the CITY Fire Department Headquarters. The CITY will notify the CONTRACTOR via email that plans are available to be received and reviewed by the CONTRACTOR. The CONTRACTOR shall prepare a list of corrections needed or "redline" all sets with needed changes and return the sets of plans back to the CITY using US Postal Service, or personal delivery. CONTRACTOR shall be available to answer questions from City staff as needed to ensure understanding of noted changes.

The CONTRACTOR shall be paid through the CITY'S normal claims processing mechanism.

The CONTRACTOR shall be paid at the rate of \$0.02 per square foot of building with a minimum of \$50.00 for each review of life safety, fire sprinkler, fire alarm or fire suppression submittals. The CONTRACTOR shall review and return all plan sets within 10 business days and any re-submittals within 5 business days from the received date by the CONTRACTOR. Received date is to be the day the contractor receives an email from the CITY that plans are available to be received. The CONTRACTOR shall submit invoices to the CITY monthly that identify the tasks performed during the previous month and the dates that the tasks were performed. All costs associated with plan delivery to the City of Midwest City are the Contractor's responsibility.

The CONTRACTOR shall be paid, on an "as needed" basis, the flat rate of \$150.00 for individual fire sprinkler 50% walkthrough inspection or Final Inspection; the CONTRACTOR shall be paid at the flat rate of \$150.00 for individual fire alarm 50% walkthrough inspection or Final Inspection; the CONTRACTOR shall be paid at the flat rate of \$150.00 for individual Final Hood Suppression Test.; the CONTRACTOR shall be paid at the flat rate of \$150.00 for any additional City approved requested individual inspection; or the CONTRACTOR shall be paid the flat rate of \$150.00 for any combination of inspections that are not made on an individual basis.

The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Changes in the scope of services, together with compensation related thereto shall be reduced to writing, signed by the parties and made as amendments to this agreement.

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments.

This Contract is for a term beginning _____, 2016 and ending on or before _____, 20___. Any party hereto may withdraw from the Contract prior to said ending date upon giving thirty (30) days notice, in writing, to the other party(ies).

Neither CONTRACTOR nor any of his employees are employees of the City of Midwest City. CONTRACTOR is responsible for all worker's compensation insurance, salaries, and any other costs associated with the employment of other parties hereunder. The CONTRACTOR shall also maintain a policy of liability insurance with a minimum of one million dollars for this contract to remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

FLORIAN PROTECTIVE SERVICES, LLC

BY: Manager

STATE OF OKLAHOMA)
County of _____) SS:

Before me, the undersigned, a 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 subscribed the name of the maker thereof to the foregoing as Manager of Florian Protective Services, LLC, and acknowledged to me that he executed the same as his, free and voluntary act and deed and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____
Commission No. _____

THE CITY OF MIDWEST CITY, OKLAHOMA
A MUNICIPAL CORPORATION

MAYOR

STATE OF OKLAHOMA)
County of _____) SS:

Before me, the undersigned, a 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 subscribed the name of the maker thereof to the foregoing and acknowledged to me that he executed the same as his, free and voluntary act and deed and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____
Commission No. _____



Policy Number:

Date Entered: 2/3/2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

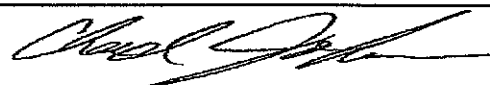
PRODUCER LaMaster Agency 207 S Main Perryton, TX 79070	CONTACT NAME:	
	PHONE (A/C, No, Ext): (806) 435-4131	FAX (A/C, No): (806) 435-3021
	E-MAIL ADDRESS: lorena@lamasteragency.com	
INSURED FLORIAN PROTECTIVE SERVICES, LLC 6608 NORTHWESTERN AVE, SUITE 277 OKLAHOMA CITY, OK 73115	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NEW HAMPSHIRE INSURANCE CO.
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPOP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/> A			PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	E&O			064990664-00	11/25/2015	11/25/2016	EACH CLAIM	1,000,000
							AGGREGATE	1,000,000
							DED	2,500

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2014/01)

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Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: February 23, 2016

Subject: Discussion and consideration of approving and entering into the National Museum of the United States Air Force Static Display Program 2016 Loan Agreement, SDA0241 with the United States of America, represented by the National Museum of the United States Air Force, for the T-38A 61-0817 aircraft on static display in Bicentennial Park for the period from April 1, 2016 through March 31, 2017.

Renewal of this agreement is required by the National Museum of the Air Force on an annual basis. The agreement allows the City of Midwest City to continue to display the T-38 aircraft, on loan from the Air Force, in Bicentennial Park.

Staff recommends approval.

Vaughn K. Sullivan
Community Services Director

Attachment: Agreement with attachments

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
STATIC DISPLAY LOAN PROGRAM**

2016 LOAN AGREEMENT, SDA0241

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the CITY OF MIDWEST CITY hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of OK and located at MIDWEST CITY, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2016 and ending 31 March 2017. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind. The Property shall not be used for political purposes of any kind or as part of a political event, including, but not limited to, advertising or promotion of a political event, or as background for a political debate, speech or other political event.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2016.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of historical property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower

agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish a copy of the most recent annual financial statements to include revenue and expense reporting and a projected budget for the next operating year.

12.3. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.4. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

“The (item) on display is actually (nomenclature), Serial No. _____, but painted and marked to depict (nomenclature), Serial No. _____, assigned to the (Unit and/or person) in (location or theater) during (year).”

13.3. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components.

14.1. Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return said property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the property is no longer required, at no expense to the NMUSAF.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.5. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with Federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Twenty-Eighth Day of January, 2016 at Wright-Patterson AFB OH.

UNITED STATES OF AMERICA

OCHS.PATRICIA.A.1230366671

Digitally signed by OCHS.PATRICIA.A.1230366671
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USAF, cn=OCHS.PATRICIA.A.1230366671
Date: 2016.01.28 09:58:22 -0500

By: PATRICIA OCHS
Title: Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spaatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-4770 Fax Number: (937) 656-4081

Email: patricia.ochs@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this 9th day of February 2016, at 7:10 p.m. CST.

CITY OF MIDWEST CITY, MIDWEST CITY, OK

(Name of Borrower/Organization)

By: _____
(Signature)

JAY DEE COLLINS, MAYOR

(Typed or Printed Name & Title)

Address: 100 MIDWEST BLVD

MIDWEST CITY, OK 73110

Telephone: (405)739-1209 Fax Number: (405)739-1208

Email: mayor@midwestcityok.org

NATIONAL MUSEUM of the U.S. AIR FORCE
RCS: HAF-HO(A) 8801 INVENTORY REPORT
Loan Account Number SDA0241

22-Jan-16

ACCESSION #	NOMENCLATURE	Value
SD-2000-0385	AIRCRAFT, T-38A, 61-0817	\$10,000

I certify that the above listed items shown on Pages 1 through 1
have been accounted for with any discrepancies so noted.

Signature: _____ February 9, 2016
(Historical Property Custodian) (Date)
Jay Dee Collins

Typed or Printed Name
Mayor

Typed or Printed Title

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace vehicle from the National Museum of the United States Air Force (NMUSAF).

2. These requirements are designed to return and/or maintain the aerospace vehicle in as near original configuration as possible and to render them suitable for display.

3. Generally, all reconditioning, repairing, and refinishing will be accomplished in accordance with current Air Force directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure from unsupervised personnel. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.

2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.

3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:

a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.

b. Riveting the door securely to the jamb section.

c. Attaching hasps internally and securing with inside padlock.

d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide emergency entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).

2. All work items that are accomplished shall be listed and signed off on a maintenance log (AF Form 3581, available from the NMUSAF).

3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.

4. Copies of all maintenance records must be returned to NMUSAF/MUC with the annual loan renewal process for preservation.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).

2. Clean excess oil and grease from exterior components of engines (if applicable).

3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.

4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.

5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.

2. Clean all wheels and other landing gear components.

3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.
5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.

4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.

5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled during later inspections, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.

2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.

3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.

4. Remove all antenna wires that could serve as a bird roost.

5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.

6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.

2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide appropriate physical security against vandalism or theft through the use of locked or sealed display cases. The artifact's intrinsic value should determine the security measures required.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF Conservator for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Normal incandescent lighting is low in UV radiation.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection for UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 68 degrees and 50% relative humidity. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact the NMUSAF Conservator.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF Conservator for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue

paper. Well padded hangers should be used if textiles are hung for display. Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display: Displaying an artifact can be very detrimental if not done properly. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials. Never alter an artifact to fit a case or to facilitate mounting. Use mannequins that do not place undue stress on uniforms. Do not force garments on to mannequins. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult the NMUSAF to arrange shipping.

2016 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0241
CITY/ORGANIZATION NAME	CITY OF MIDWEST CITY
MAILING ADDRESS	8730 SE 15TH ST
CITY	MIDWEST CITY
STATE/COUNTRY	OK
ZIP CODE	73110
PHYSICAL LOCATION OF ITEM	Bicentennial Park, 7100 SE 29th St
HISTORICAL PROPERTY CUSTODIAN	HONORABLE JAY DEE COLLINS
TITLE, HISTORICAL PROPERTY CUSTODIAN	MAYOR
PRIMARY POINT OF CONTACT	MR VAUGHN SULLIVAN
TITLE PRIMARY POINT OF CONTACT	COMMUNITY SERVICES DIRECTOR
PRIMARY PHONE NUMBER	405-739-1361
ALTERNATE PHONE NUMBER	405-739-1201
PRIMARY FAX NUMBER	405-739-1090
EMAIL ADDRESS	vsullivan@midwestcityok.org



Memorandum

To: Honorable Mayor and Council
From: Vaughn K. Sullivan, Community Services Director
Date: February 23, 2015

Subject: Discussion and consideration of approving forms of agreements; cash value in-kind sponsorship agreement, cash sponsorship agreement, city sponsorship agreement, value in-kind cash paid to sponsor sponsorship agreement, value in-kind sponsorship agreement artist agreement, and vendor agreement, to be used by and authorizing the City Manager to enter into agreements with various groups to perform, vend and sponsor in Midwest City events and festivals held annually at various Midwest City venues, in amounts not to exceed \$5,000.00 per event or performance.

In 2005 the City Manager was granted the authority to enter into agreements for entertainment acts in Regional Park only, not to exceed \$1,500.00 in value. However, under the city's newly developed festival business environment each event requires multiple entertainment groups, vendors and sponsors. The Parks and Recreation and Convention and Visitors Bureau Departments have grown today's event and festival business in Midwest City into hosting multiple large and small events and festivals annually. In addition to the increased number of events and festivals, Midwest City departments are hosting individual events and festivals that require multiple agreements. In support of these activities city staff now enters into over 100 agreements annually that meet the requested criteria. Staff requires prospective performers and vendors to enter into agreements with the City in order to insure performance dates and agreed upon payments for entertainment, vending and sponsorship services.

Staff believes that giving the City Manager authorization to enter into this large volume of small agreements is a more efficient way of conducting business. To meet the city's need staff has developed the attached forms of agreements for your consideration and approval: cash value in-kind sponsorship agreement, cash sponsorship agreement, city sponsorship agreement, value in-kind cash paid to sponsor sponsorship agreement, value in-kind sponsorship agreement artist agreement, and vendor agreement.

In addition, staff is requesting the Council authorize the city manager to execute the agreements in amounts not to exceed \$5,000.00 per performance.

Staff recommends approval.

Vaughn K. Sullivan, Community Services Director

Enc. Sample Agreements

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

COMPANY NAME:

SPONSORSHIP LEVEL:

DATES OF AGREEMENT:

METHOD OF PAYMENT: _____ **IN-KIND** **AMOUNT \$ VALUE**

TYPE OF IN-KIND SERVICES RENDERED: See Below

*For complete details on levels of participation, please see your sponsorship information sheet.

TERMS AND CONDITIONS

For good and valuable consideration identified below, the sufficiency of which is acknowledged by the parties hereto, and COMPANY REPRESENTATIVE representing COMPANY NAME. - the (advertiser) agree as follows:

City of Midwest City agrees to organize, promote and advertise COMPANY NAME in the manner listed within Attachment A and provide the listed benefits in Attachment A for the SPONSORSHIP LEVEL at City of Midwest City's FESTIVAL NAME in exchange for in-kind TYPE OF services listed in Attachment B, with a value of \$ AMOUNT in TYPE OF services. The dates of the agreement shall be DATE, and will expire on DATE.

Balance of full payment: N/A trade for TYPE OF services

Sponsorship Representative
NAME OF PERSON WHO SOLD THE
SPONSORSHIP

CONTRACT ACCEPTANCE

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor/Company named above.

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

FORCE MAJEURE

Neither party shall be deemed in default of its obligations hereunder if performance thereof is delayed or becomes impossible or impractical by reason of any cause beyond such party's reasonable control including without limitation, war, fire, earthquake, strike, accident, act of terrorism, act of God, civil unrest, epidemic, or act of any governmental authority (collectively "Force Majeure"). If a Force Majeure event occurs, City of Midwest City will have the right, but not the obligation, to cancel the event and/or the event sponsorship in its entirety. This agreement is entered into in the State of Oklahoma and shall be construed in accordance with the laws of this state applicable to agreements entered into, and wholly to be performed therein. All disputes hereunder, wherever derived, shall be resolved by a court of competent jurisdiction in Oklahoma County in the State of Oklahoma. This is the only agreement between the parties concerning the subject matter hereof and cannot be modified or waived except by a writing signed by both of the parties.

PRODUCED BY CITY OF MIDWEST CITY XYZ DEPARTMENT

The Sponsor hereby submits the application for ancillary marketing and promotional services to the City of Midwest City (hereby referred to as the Organizer) and hereby acknowledges and agrees to the terms and conditions set forth herein, and the Rules and Regulations for Sponsorship and other relevant in-kind services as the same may exist today or as they may be hereafter amended or updated, and to such other rules and regulations as may from time to time be established by the Organizer, all of which are incorporated herein by this reference. All marketing/sponsor opportunities are sold and assigned on a first-come, first-served basis. The Sponsor further agrees that, upon acceptance of this application by the Organizer, this application shall become a legally binding contract, enforceable in accordance with its terms. Confirmation will be returned.

The terms of this contract are intended by the Parties listed below as a final expression of their agreement with respect to terms, and also as a complete and exclusive statement of terms. Any modifications to this agreement must be in writing and signed by both parties.

SPONSOR CONTACT NAME
CONTACT TITLE
COMPANY NAME
ADDRESS
E-MAIL ADDRESS
PHONE

EMPLOYEE CONTACT
City of Midwest City XYZ DEPARTMENT
EMPLOYEE TITLE
ADDRESS
E-MAIL ADDRESS
PHONE
FAX

By: _____
Sponsorship Authorized Agent

By: _____
City of Midwest City XYZ DEPARTMENT
EMPLOYEE TITLE

Date: _____

Date: _____

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT

NAME OF FESTIVAL

City of Midwest City
XYZ Department

Attachment A NAME OF FESTIVAL SPONSORSHIP PACKAGE/LEVEL

SPONSOR COMPANY NAME will be recognized as a City of Midwest City partner and will receive the following benefits for the FESTIVAL NAME to be held at FACILITY NAME/PARK/ETC. located at FACILITY/PARK ADDRESS on EVENT DATE. SPECIFY RAIN DATE OR NONE.

Below are the benefits provided to SPONSOR COMPANY NAME in exchange for the sponsorship value listed:

SPONSORSHIP PACKAGE/LEVEL

Investment: \$AMOUNT in TYPE OF support

- LIST SPONSORSHIP BENEFITS PROVIDED BY THE CITY IN BULLET FORMAT

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

Attachment B SPONSOR COMPANY NAME Value in Kind Support

SPONSOR COMPANY NAME agrees to provide the following support to the FESTIVAL NAME, on EVENT DATE.

INCLUDE ANY SPECIAL REQUESTS OR INSTRUCTIONS HERE.

- LIST EACH ITEM THE SPONSOR IS RESPONSIBLE TO PROVIDE TO THE FESTIVAL IN EXCHANGE FOR THE VALUE OF THE SPONSORSHIP LEVEL IN BULLET FORMAT.
- IF THE SPONSOR PROVIDES THE VALUE OF EACH ITEM OF SUPPORT, LIST THE VALUE NEXT TO THE BENEFIT IT REPRESENTS

Total Value: \$AMOUNT

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

COMPANY NAME:

SPONSORSHIP LEVEL:

DATES OF AGREEMENT:

METHOD OF PAYMENT: _____CHECK _____CREDIT CARD _____ IN-KIND

AMOUNT \$ AMOUNT Cash plus product/service

TYPE OF CASH OR IN-KIND SERVICES RENDERED: See Below

*For complete details on levels of participation, please see your sponsorship information sheet.

TERMS AND CONDITIONS

For good and valuable consideration identified below, the sufficiency of which is acknowledged by the parties hereto, and COMPANY REPRESENTATIVE representing COMPANY NAME - the (advertiser) agree as follows:

City of Midwest City agrees to organize, promote and advertise COMPANY NAME in the manner listed within Attachment A, and provide the listed benefits in Attachment A for the SPONSORSHIP LEVEL at City of Midwest City's NAME OF FESTIVAL in exchange for \$AMOUNT cash and in-kind services listed in Attachment B, with a combined sponsorship value of \$AMOUNT. The dates of the agreement shall be DATE, and will expire on DATE.

Balance of full payment due: \$AMOUNT due DATE

PAYMENT INFORMATION:

CHECK (payable to City of Midwest City)

Sponsorship Representative
NAME OF PERSON WHO SOLD THE
SPOSNORSHIP

MAIL TO: EMPLOYEE CONTACT
City of Midwest City XYZ DEPARTMENT
EMPLOYEE TITLE
ADDRESS
PHONE
FAX

CONTRACT ACCEPTANCE

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor/Company named above.

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

FORCE MAJEURE

Neither party shall be deemed in default of its obligations hereunder if performance thereof is delayed or becomes impossible or impractical by reason of any cause beyond such party's reasonable control including without limitation, war, fire, earthquake, strike, accident, act of terrorism, act of God, civil unrest, epidemic, or act of any governmental authority (collectively "Force Majeure"). If a Force Majeure event occurs, City of Midwest City will have the right, but not the obligation, to cancel the event and/or the event sponsorship in its entirety. This agreement is entered into in the State of Oklahoma and shall be construed in accordance with the laws of this state applicable to agreements entered into, and wholly to be performed therein. All disputes hereunder, wherever derived, shall be resolved by a court of competent jurisdiction in Oklahoma County in the State of Oklahoma. This is the only agreement between the parties concerning the subject matter hereof and cannot be modified or waived except by a writing signed by both of the parties.

PRODUCED BY CITY OF MIDWEST CITY XYZ DEPARTMENT

The Sponsor hereby submits the application for ancillary marketing and promotional services to the City of Midwest City (hereby referred to as the Organizer) and hereby acknowledges and agrees to the terms and conditions set forth herein, and the Rules and Regulations for Sponsorship and other relevant in-kind services as the same may exist today or as they may be hereafter amended or updated, and to such other rules and regulations as may from time to time be established by the Organizer, all of which are incorporated herein by this reference. All marketing/sponsor opportunities are sold and assigned on a first-come, first-served basis. The Sponsor further agrees that, upon acceptance of this application by the Organizer, this application shall become a legally binding contract, enforceable in accordance with its terms. Confirmation will be returned.

The terms of this contract are intended by the Parties listed below as a final expression of their agreement with respect to terms, and also as a complete and exclusive statement of terms. Any modifications to this agreement must be in writing and signed by both parties.

SPONSOR COMPANY CONTACT

CONTACT TITLE
COMPANY NAME
ADDRESS
E-MAIL ADDRESS
PHONE

By: _____
Sponsorship Authorized Agent

Date: _____

EMPLOYEE CONTACT

City of Midwest City XYZ DEPARTMENT
EMPLOYEE TITLE
ADDRESS
E-MAIL ADDRESS
PHONE

By: _____
City of Midwest City XYZ DEPARTMENT
EMPLOYEE TITLE

Date: _____

FESTIVAL LOGO HERE

**SPONSORSHIP CONTRACT
NAME OF FESTIVAL**

City of Midwest City
XYZ Department

**Attachment A
NAME OF FESTIVAL
SPONSORSHIP PACKAGE/LEVEL**

SPONSOR COMPANY NAME will be recognized as a City of Midwest City partner and will receive the following benefits for the **FESTIVAL NAME** to be held at **NAME OF FACILITY/PARK/ETC** located at **FACILITY PARK ADDRESS** on **EVENT DATE**. **SPECIFY RAIN DATE OR NONE**.

Below are the benefits provided to **COMPANY NAME** in exchange for a cash and in-kind sponsorship:

SPONSORSHIP PACKAGE/LEVEL

Investment: \$AMOUNT combined value

- **LIST SPONSORSHIP BENEFITS PROVIDED BY THE CITY IN BULLET FORMAT**

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

Attachment B

SPONSOR COMPANY NAME Value in-Kind and Cash Support

SPONSOR COMPANY NAME will provide the following support to the FESTIVAL NAME on EVENT DATE:

- Provide a Cash sponsorship of \$AMOUNT
- LIST EACH ITEM THE SPONSOR IS RESPONSIBLE TO PROVIDE TO THE FESTIVAL IN EXCHANGE FOR THE VALUE OF THE SPONSORSHIP LEVEL IN BULLET FORMAT.
- IF THE SPONSOR PROVIDES THE VALUE OF EACH ITEM OF SUPPORT, LIST THE VALUE NEXT TO THE BENEFIT IT REPRESENTS.

Total Value: \$AMOUNT

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT
NAME OF Festival
City of Midwest City
XYZ Department

COMPANY NAME:

SPONSORSHIP LEVEL:

DATES OF AGREEMENT:

METHOD OF PAYMENT: _____**CHECK** _____ **CREDIT CARD** **AMOUNT** _____

TYPE OF CASH SERVICES RENDERED: See Below

*For complete details on levels of participation, please see your sponsorship information sheet.

TERMS AND CONDITIONS

For good and valuable consideration identified below, the sufficiency of which is acknowledged by the parties hereto, and COMPANY REPRESENTATIVE representing COMPANY NAME - the (advertiser) agree as follows:

City of Midwest City agrees to organize, promote and advertise COMPANY NAME in the manner listed within Attachment A, and provide the listed benefits in Attachment A for the SPONSORSHIP LEVEL at City of Midwest City's NAME OF FESTIVAL in exchange for CASH AMOUNT. The dates of the agreement shall be DATE, and will expire on DATE.

Balance of full payment due by DATE: CASH AMOUNT

PAYMENT INFORMATION:
CHECK (payable to City of Midwest City)

Sponsorship Representative
NAME OF PERSON WHO SOLD THE
SPONSORSHIP

MAIL TO: EMPLOYEE CONTACT
City of Midwest City DEPARTMENT
EMPLOYEE TITLE
MAILING ADDRESS
PHONE
FAX

CONTRACT ACCEPTANCE

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor/Company named above.

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT

NAME OF Festival

City of Midwest City
XYZ Department

FORCE MAJEURE

Neither party shall be deemed in default of its obligations hereunder if performance thereof is delayed or becomes impossible or impractical by reason of any cause beyond such party's reasonable control including without limitation, war, fire, earthquake, strike, accident, act of terrorism, act of God, civil unrest, epidemic, or act of any governmental authority (collectively "Force Majeure"). If a Force Majeure event occurs, City of Midwest City will have the right, but not the obligation, to cancel the event and/or the event sponsorship in its entirety. This agreement is entered into in the State of Oklahoma and shall be construed in accordance with the laws of this state applicable to agreements entered into, and wholly to be performed therein. All disputes hereunder, wherever derived, shall be resolved by a court of competent jurisdiction in Oklahoma County in the State of Oklahoma. This is the only agreement between the parties concerning the subject matter hereof and cannot be modified or waived except by a writing signed by both of the parties.

PRODUCED BY CITY OF MIDWEST CITY XYZ DEPARTMENT

The Sponsor hereby submits the application for ancillary marketing and promotional services to the City of Midwest City (hereby referred to as the Organizer) and hereby acknowledges and agrees to the terms and conditions set forth herein, and the Rules and Regulations for Sponsorship and other relevant in-kind services as the same may exist today or as they may be hereafter amended or updated, and to such other rules and regulations as may from time to time be established by the Organizer, all of which are incorporated herein by this reference. All marketing/sponsor opportunities are sold and assigned on a first-come, first-served basis. The Sponsor further agrees that, upon acceptance of this application by the Organizer, this application shall become a legally binding contract, enforceable in accordance with its terms. Confirmation will be returned.

The terms of this contract are intended by the Parties listed below as a final expression of their agreement with respect to terms, and also as a complete and exclusive statement of terms. Any modifications to this agreement must be in writing and signed by both parties.

SPONSOR CONTACT NAME
CONTACT TITLE
COMPANY NAME
ADDRESS
E-MAIL ADDRESS
PHONE

EMPLOYEE CONTACT
City of Midwest City XYZ DEPARTMENT
EMPLOYEE TITLE
ADDRESS
E-MAIL ADDRESS
PHONE

By: _____
Sponsorship Authorized Agent

Date: _____

By: _____
City of Midwest City XYZ DEPARTMENT
EMPLOYEE TITLE

Date: _____

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT
NAME OF Festival
City of Midwest City
XYZ Department

Attachment A
NAME OF FESTIVAL
Sponsorship PACKAGE/LEVEL

SPONSOR COMPANY NAME will be recognized as a City of Midwest City partner and will receive the following benefits for the **FESTIVAL NAME** to be held at **NAME OF FACILITY/PARK/ETC.** located at **FACILITY/PARK ADDRESS** on **EVENT DATE.** SPECIFY RAIN DATE OR NONE.

Below are the benefits provided to **SPONSOR COMPANY NAME** in exchange for a cash sponsorship:

SPONSORSHIP PACKAGE/LEVEL
Investment: \$AMOUNT value

- LIST SPONSORSHIP BENEFITS IN BULLET FORMAT



The City of
MIDWEST CITY
MIDWEST CITY PARKS AND RECREATION DIVISION
Vaughn Sullivan, Community Services Director

EVENT NAME Sponsorship Agreement

The Midwest City Municipal Authority would like to sponsor the EVENT NAME at LOCATION, DATE. In order to sponsor this event, the Midwest City Municipal Authority and ORGANIZATION NAME each agree to be responsible for the following tasks ensuring event execution:

Midwest City Municipal Authority will:

List all responsibilities and duties of the Authority

ORGANIZATION NAME will:

List all responsibilities and duties of the organization

Festival Representative

Organization Contact

ADDRESS - Midwest City, Oklahoma 73110
NAME OF DEPARTMENT (405) XXX-XXXX
FAX (405) XXX-XXXX - TDD (405) 739-1286
An Equal Opportunity Employer

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

COMPANY NAME:

SPONSORSHIP LEVEL:

DATES OF AGREEMENT:

METHOD OF PAYMENT: _____ **IN-KIND** **AMOUNT \$**VALUE

TYPE OF CASH OR IN-KIND SERVICES RENDERED: See Below

*For complete details on levels of participation, please see your sponsorship information sheet.

TERMS AND CONDITIONS

For good and valuable consideration identified below, the sufficiency of which is acknowledged by the parties hereto, and COMPANY REPRESENTATIVE representing COMPANY NAME - the (advertiser) agree as follows:

City of Midwest City agrees to organize, promote and advertise COMPANY NAME in the manner listed within Attachment A and provide the listed benefits in Attachment A for the SPONSORSHIP LEVEL at City of Midwest City's FESTIVAL NAME and AMOUNT cash in exchange for a value in kind sponsorship of product and services listed in Attachment B, with an approximate value of AMOUNT in retail value. The dates of the agreement shall be DATE to DATE.

Balance of Full Payment: Not Applicable (Trade Agreement)

PAYMENT INFORMATION:

CHECK (payable to SPONSOR COMPANY NAME)

Sponsorship Representative:

NAME OF PERSON WHO SOLD THE SPONSORSHIP

CONTRACT ACCEPTANCE

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor/Company named above.

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

FORCE MAJEURE

Neither party shall be deemed in default of its obligations hereunder if performance thereof is delayed or becomes impossible or impractical by reason of any cause beyond such party's reasonable control including without limitation, war, fire, earthquake, strike, accident, act of terrorism, act of God, civil unrest, epidemic, or act of any governmental authority (collectively "Force Majeure"). If a Force Majeure event occurs, City of Midwest City will have the right, but not the obligation, to cancel the event and/or the event sponsorship in its entirety. This agreement is entered into in the State of Oklahoma and shall be construed in accordance with the laws of this state applicable to agreements entered into, and wholly to be performed therein. All disputes hereunder, wherever derived, shall be resolved by a court of competent jurisdiction in Oklahoma County in the State of Oklahoma. This is the only agreement between the parties concerning the subject matter hereof and cannot be modified or waived except by a writing signed by both of the parties.

PRODUCED BY CITY OF MIDWEST CITY XYZ DEPARTMENT

The Sponsor hereby submits the application for ancillary marketing and promotional services to the City of Midwest City (hereby referred to as the Organizer) and hereby acknowledges and agrees to the terms and conditions set forth herein, and the Rules and Regulations for Sponsorship and other relevant in-kind services as the same may exist today or as they may be hereafter amended or updated, and to such other rules and regulations as may from time to time be established by the Organizer, all of which are incorporated herein by this reference. All marketing/sponsor opportunities are sold and assigned on a first-come, first-served basis. The Sponsor further agrees that, upon acceptance of this application by the Organizer, this application shall become a legally binding contract, enforceable in accordance with its terms. Confirmation will be returned.

The terms of this contract are intended by the Parties listed below as a final expression of their agreement with respect to terms, and also as a complete and exclusive statement of terms. Any modifications to this agreement must be in writing and signed by both parties.

SPONSOR CONTACT NAME
CONTACT TITLE
COMPANY NAME
ADDRESS
E-MAIL ADDRESS
PHONE NUMBER

EMPLOYEE CONTACT
XYZ DEPARTMENT
EMPLOYEE TITLE
ADDRESS
E-MAIL ADDRESS
PHONE NUMBER

By: _____
Sponsorship Authorized Agent

Date: _____

By: _____
City of Midwest City XYZ DEPARTMENT
EMPLOYEE TITLE

Date: _____

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT
NAME OF FESTIVAL
City of Midwest City
XYZ Department

Attachment A
NAME OF FESTIVAL
SPONSORSHIP PACKAGE/LEVEL

SPONSOR COMPANY NAME will be recognized as a City of Midwest City partner and will receive the following benefits for the **FESTIVAL NAME** to be held at **FACILITY NAME/PARK.ETC.** located at **FACILITY/PARK ADDRESS** on **EVENT DATE**. **SPECIFY RAIN DATE OR NONE.**

Below are the benefits provided to **SPONSOR COMPANY NAME** in exchange for the sponsorship listed:

SPONSORSHIP PACKAGE/LEVEL

Investment: \$AMOUNT (value amount plus the amount the City owes to the sponsor)

- **LIST SPONSORSHIP BENEFITS PROVIDED BY THE CITY IN BULLET FORMAT**

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT
NAME OF FESTIVAL
City of Midwest City
XYZ Department

Attachment B
NAME OF FESTIVAL
SPONSOR COMPANY NAME Value in Kind Support

SPONSOR COMPANY NAME will provide the following support to the **FESTIVAL NAME** on **EVENT DATE**.

INCLUDE ANY SPECIAL REQUESTS OR INSTRUCTIONS HERE

- **LIST EACH ITEM THE SPONSOR IS RESPONSIBLE TO PROVIDE TO THE FESTIVAL IN EXCHANGE FOR THE VALUE OF THE SPONSORSHIP LEVEL IN BULLET FORMAT.**
- **IF THE SPONSOR PROVIDES THE VALUE OF EACH ITEM OF SUPPORT, LIST THE VALUE NEXT TO THE BENEFIT IT REPRESENTS.**

Total Value: \$AMOUNT

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

COMPANY NAME:

SPONSORSHIP LEVEL:

DATES OF AGREEMENT:

METHOD OF PAYMENT: _____ **IN-KIND** **AMOUNT \$ VALUE**

TYPE OF IN-KIND SERVICES RENDERED: See Below

*For complete details on levels of participation, please see your sponsorship information sheet.

TERMS AND CONDITIONS

For good and valuable consideration identified below, the sufficiency of which is acknowledged by the parties hereto, and COMPANY REPRESENTATIVE representing COMPANY NAME. - the (advertiser) agree as follows:

City of Midwest City agrees to organize, promote and advertise COMPANY NAME in the manner listed within Attachment A and provide the listed benefits in Attachment A for the SPONSORSHIP LEVEL at City of Midwest City's FESTIVAL NAME in exchange for in-kind TYPE OF services listed in Attachment B, with a value of \$ AMOUNT in TYPE OF services. The dates of the agreement shall be DATE, and will expire on DATE.

Balance of full payment: N/A trade for TYPE OF services

Sponsorship Representative
NAME OF PERSON WHO SOLD THE
SPONSORSHIP

CONTRACT ACCEPTANCE

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor/Company named above.

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

FORCE MAJEURE

Neither party shall be deemed in default of its obligations hereunder if performance thereof is delayed or becomes impossible or impractical by reason of any cause beyond such party's reasonable control including without limitation, war, fire, earthquake, strike, accident, act of terrorism, act of God, civil unrest, epidemic, or act of any governmental authority (collectively "Force Majeure"). If a Force Majeure event occurs, City of Midwest City will have the right, but not the obligation, to cancel the event and/or the event sponsorship in its entirety. This agreement is entered into in the State of Oklahoma and shall be construed in accordance with the laws of this state applicable to agreements entered into, and wholly to be performed therein. All disputes hereunder, wherever derived, shall be resolved by a court of competent jurisdiction in Oklahoma County in the State of Oklahoma. This is the only agreement between the parties concerning the subject matter hereof and cannot be modified or waived except by a writing signed by both of the parties.

PRODUCED BY CITY OF MIDWEST CITY XYZ DEPARTMENT

The Sponsor hereby submits the application for ancillary marketing and promotional services to the City of Midwest City (hereby referred to as the Organizer) and hereby acknowledges and agrees to the terms and conditions set forth herein, and the Rules and Regulations for Sponsorship and other relevant in-kind services as the same may exist today or as they may be hereafter amended or updated, and to such other rules and regulations as may from time to time be established by the Organizer, all of which are incorporated herein by this reference. All marketing/sponsor opportunities are sold and assigned on a first-come, first-served basis. The Sponsor further agrees that, upon acceptance of this application by the Organizer, this application shall become a legally binding contract, enforceable in accordance with its terms. Confirmation will be returned.

The terms of this contract are intended by the Parties listed below as a final expression of their agreement with respect to terms, and also as a complete and exclusive statement of terms. Any modifications to this agreement must be in writing and signed by both parties.

SPONSOR CONTACT NAME
CONTACT TITLE
COMPANY NAME
ADDRESS
E-MAIL ADDRESS
PHONE

EMPLOYEE CONTACT
City of Midwest City XYZ DEPARTMENT
EMPLOYEE TITLE
ADDRESS
E-MAIL ADDRESS
PHONE
FAX

By: _____
Sponsorship Authorized Agent

Date: _____

By: _____
City of Midwest City XYZ DEPARTMENT
EMPLOYEE TITLE

Date: _____

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT

NAME OF FESTIVAL

City of Midwest City
XYZ Department

Attachment A NAME OF FESTIVAL SPONSORSHIP PACKAGE/LEVEL

SPONSOR COMPANY NAME will be recognized as a City of Midwest City partner and will receive the following benefits for the **FESTIVAL NAME** to be held at **FACILITY NAME/PARK/ETC.** located at **FACILITY/PARK ADDRESS** on **EVENT DATE.** SPECIFY RAIN DATE OR NONE.

Below are the benefits provided to **SPONSOR COMPANY NAME** in exchange for the sponsorship value listed:

SPONSORSHIP PACKAGE/LEVEL

Investment: **\$AMOUNT** in **TYPE OF** support

- LIST SPONSORSHIP BENEFITS PROVIDED BY THE CITY IN BULLET FORMAT

FESTIVAL LOGO HERE

SPONSORSHIP CONTRACT NAME OF FESTIVAL

City of Midwest City
XYZ Department

Attachment B SPONSOR COMPANY NAME Value in Kind Support

SPONSOR COMPANY NAME agrees to provide the following support to the FESTIVAL NAME, on EVENT DATE.

INCLUDE ANY SPECIAL REQUESTS OR INSTRUCTIONS HERE.

- LIST EACH ITEM THE SPONSOR IS RESPONSIBLE TO PROVIDE TO THE FESTIVAL IN EXCHANGE FOR THE VALUE OF THE SPONSORSHIP LEVEL IN BULLET FORMAT.
- IF THE SPONSOR PROVIDES THE VALUE OF EACH ITEM OF SUPPORT, LIST THE VALUE NEXT TO THE BENEFIT IT REPRESENTS

Total Value: \$AMOUNT

Festival Logo Here

Type of Vendor Agreement Here

Festival Date:

Location:

Festival Contact:

Hours of Operation:

Set-Up Time:

Teardown:

Provided by the City/Festival:

Requirments of the Vendor:

Helpful Information:

Booth Fees /Percentage of Sales:

How to Pay:

Requirements: List of required documents based on the vendor type in addition to the signed agreement (licenses, hold harmless agreement, insurance, etc.)

Law requirements the vendor must be made aware of and abide by (Oklahoma Sales Tax Permit to Collect Sales and Use Tax, Oklahoma City-County Health Department regulations, etc.)

Where to mail/e-mail the agreement and paperwork

Product Guidelines if applicable

Decorating Policy:

Power/Utilities/Electrical Requirements:

Security:

Other Rules/Policies:

Festival Logo Here

Type of vendor agreement here

Company: _____			
Contact: _____			
Address: _____			
Street			

City		State	Zip
Day Phone: _____		Fax: _____	
Alternate (Cell) Phone: _____			
E-Mail Address: _____		Web Site Address: _____	
I agree to a reciprocal link with (event link here if applicable) _____ Yes _____ No			

Electricity Requests:

_____ Number of Standard 110 Outlets _____ Number of Plugs
_____ Number of 220 Outlets (outdoor only) _____ Number of Plugs

How many amps will you be powering? _____ How many volts will you be powering? _____

I am a duly authorized representative of the aforementioned company and agree to follow all event terms, guidelines, safety, security and health regulations, and all applicable local, state, and federal laws and regulations. It is strongly recommended that vendor/exhibitors carry their own insurance policy to cover their actions.

Please reserve the following for my business:

Number of Inside Booths: _____ (Cost _____, includes standard electric) Non-Refundable
Number of Outside Booths: _____ (Cost _____, includes standard electric) Non-Refundable

Signature: _____ Date: _____
Vendor Representative

Signature: _____ Date: _____
Festival Representative

Festival Logo Here

HOLD HARMLESS AGREEMENT COMPREHENSIVE GENERAL LIABILITY INSURANCE

I, _____, as the owner of the business operating as
_____, hereinafter the Entity, agree to not hold liable the
Midwest City Municipal Authority, City of Midwest City and _____ their
parent, subsidiaries, limited liability and affiliated companies and their respective shareholders,
officers, directors, employees, members, agents and assigns and respects for injuries or damage
at the _____ Festival on _____.

Subscribed and sworn by me under penalty of perjury, on this ___ day of _____, 20--.

Name

Legal Physical Address (no PO boxes)

This form is submitted in lieu of a Comprehensive General Liability Insurance, which is required prior to being allowed and permitted to exhibit any product on _____ or Midwest City Authority property. If the hold harmless agreement is executed under false pretenses, the _____ and Midwest City Authority reserve the right to take every legal action available under criminal or civil action as available under Oklahoma law.



Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: February 23, 2016

SUBJECT: Discussion and consideration of declaring approximately 400 feet of constructed used metal fencing as surplus and authorizing its disposal by public auction or sealed bid.

Staff respectfully requests that the Council declare approximately 400 feet of constructed used metal fence, made out of roofing panels, as surplus so that it may be disposed of by public auction or sealed bid. This existing fencing is located south of 29th Street, east of Douglas Boulevard. It was used for the Eastland Hills Mobile Home Park which was demolished. The area is now vacant. The fencing is dilapidated and has several areas where it has fallen. The fencing will have to be removed by the successful bidder.

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

Tim L. Lyon







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: February 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, reading "Ryan Rushing", is written over a horizontal line. The signature is cursive and includes a large, stylized flourish at the end.

Ryan Rushing, Information Technology Director

Computers				
ID	Asset Tag	Model	Serial	Category
1706	Dell PowerEdge 800	Dell PowerEdge 800	5VYJM71	Computers
669	PD674	Optiplex 380	6DP2LM1	Computers
650	IT655	Precision T1600	6XQYKS1	Computers
582	PD584	Optiplex 960	8Y0B4J1	Computers
375	NIA377	Optiplex GX620	DPZ7BB1	Computers
Monitors				
ID	Asset Tag	Model	Serial	Category
303		Dell Monitor	CN-0TW956-64180-82S-05EU	Monitor
Printers				
ID	Asset Tag	Model	Serial	Category
1705	3000	KIP 3000	10512450	Printers / Copiers
		HP LaserJet 4050	USQB019079	Printers / Copiers
		HP PhotoSmart 6510	CN1AM41200	Printers / Copiers
Miscellaneous Other Items				
ID	Asset Tag	Model	Serial	Category
		RCA telephone	90087028	Telephone



Memorandum

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Community Services Director

DATE: February 23, 2016

SUBJECT: Discussion and consideration of declaring one (1) Delfield 6000 series double door upright refrigerator (compressor out), serial #389727-T, and two (2) Delfield drop-in dish warmers from the Recreation Department surplus property and authorizing their disposal by sealed bid or auction.

The equipment listed has been removed from service. There are no other operational applications available within the City.

- (2) Delfield drop-in dish warmers
- (1) Delfield 6000 series double door upright refrigerator, serial #389727-T (compressor out)

Staff recommends approval.

A handwritten signature in black ink that reads "Vaughn K. Sullivan". The signature is written in a cursive style.

Vaughn K. Sullivan
Community Services Director



Memorandum

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Community Services Director

DATE: February 23, 2016

SUBJECT: Discussion and consideration of 1) declaring one (1) 2003 Chevrolet 3500 Duramax Diesel one (1) ton truck with aerial lift body, VIN No. 1GBJC34153E283863, City Inventory No. 09-03-22, as surplus property; 2) authorizing its disposal through sealed bids or public auction; and 3) passing and approving an ordinance authorizing the sale of property with a value in excess of \$10,000 as required by Article IV, Section 4 of the Midwest City Charter.

The above mentioned equipment has been replaced and is being removed from service, effective on or before February 23, 2016. The unit is a 2003 Chevrolet 3500 Duramax Diesel one (1) ton truck with aerial lift body, VIN No. 1GBJC34153E283863, City Inventory No. 09-03-22. This vehicle is no longer of any operational value to the Street Department. This vehicle is past its useful service life due primarily to age and the repairs required to make it operationally reliable are not cost effective. I would consider the vehicle in "fair" cosmetic condition and "fair" mechanical condition.

Staff recommends approval.

Vaughn K. Sullivan
Community Services Director

Attachment: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY WITH A VALUE OF MORE THAN \$10,000.00 AS REQUIRED BY ARTICLE IV; SECTION 4 OF THE MIDWEST CITY CHARTER; AND PROVIDING FOR REPEALER AND SEVERABILITY

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

ORDINANCE

SECTION 1. That on February 23, 2016 the city council of Midwest City declared the following equipment surplus:

2003 Chevrolet 3500 Duramax Diesel one (1) ton truck with aerial lift body
VIN No. 1GBJC34153E283863
City Inventory No. 09-03-22

SECTION 2. This ordinance shall be referred to a vote of the electors of the city if a proper referendum petition is properly filed within thirty (30) days after its passage; otherwise it shall go into effect thirty (30) days after its passage.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the 23rd day of February, 2016.

THE CITY OF MIDWEST CITY, OKLAHOMA

Jay Dee Collins, Mayor

ATTEST:

Sara Hancock, City Clerk

APPROVED as to form and legality this 23rd day of February, 2016.

Katherine Bolles, City Attorney



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current 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 City Council

From: Billy Harless, Community Development Director

Date: February 23, 2016

Subject: (PC-1863) Discussion and consideration of approval of the Replat of Lot 1, Lot 2, Lot 3, the west half of Lot 4 and the west half of Lot 5 of Block 4 in Finley's Meadow Garden's, a part of the SW/4 of Section 12 T-11-N, R-2-W, located on the northeast corner of South Douglas Boulevard and Angela Drive, Midwest City, Oklahoma County, Oklahoma.

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

Owner: Kenneth Newey, K 13 LLC

Applicant: Jeff James

Size:

The area of request has a frontage along South Douglas Boulevard of approximately 343.75 feet, and frontage along Angela Drive of approximately 375 feet containing approximately 3.88 acres.

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential and C-3, Community Commercial

North – PUD, Planned Unit Development

South – C-3, Community Commercial

East – R-6, Single Family Detached Residential

West – I-2, Moderate Industrial

Land Use:

Area of Request – one single family residence and Kentucky Fried Chicken Restaurant

North – Bank

South – Real Estate office

East - single family residences

West – Commercial strip center

Municipal Code Citation:

2012 Subdivision Regulations

38-21.1. Purpose

A Replat of all or a portion of a recorded Plat may be approved without vacation of the recorded Plat, if the Replat meets the following criteria:

The Replat is signed and acknowledged by the owners of the property being replatted; and

The Replat does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

History:

1. This area has been zoned single-family residential and C-3, community commercial since the adoption of the 1985 zoning code.
2. The Planning Commission recommended approval of this item at the February 2, 2016 meeting.

Engineer's Comments:

Water Supply and Distribution

A twelve (12) inch public water main is located on the west side of Douglas Boulevard in the street right-of-way adjacent to the west side of the area of request. A six (6) inch public water main is located on the north side of Angela Drive in the street right-of-way adjacent to the south side of the area of request. A six (6) inch water line is extended to the northwest corner of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

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

Sanitary Sewer Collection and Disposal

An eight (8) inch public sewer main is located on the east side Douglas Boulevard in the street right-of-way adjacent to the west side of the area of request. An eight (8) inch public sewer main is located in an existing dedicated public utility easement bisecting the area of request.

Public sanitary sewer line improvements are not required with this application.

Connection to the public sanitary sewer system for service is a building permit requirement per Municipal Code 43-109 for all existing and new buildings.

Streets and Sidewalks

Access to the area of request is available from Douglas Boulevard and Angela Drive. Douglas Boulevard is classified as a primary arterial road in the 2008 Comprehensive Plan. Douglas Boulevard is a five (5) lane, 65-foot wide, curbed, asphalt concrete roadway.

Current code requires a total street right-of-way width of one hundred twenty feet (120) adjacent to the area of request and presently, Douglas Boulevard has one hundred twenty (120) feet of right-of-way adjacent to and parallel to the west side of the area of request.

Angela Drive is classified as a local road in the 2008 Comprehensive Plan. Angela Drive is a two (2) lane, 26-foot wide, partially curbed, asphalt concrete roadway.

Current code requires a total street right-of-way width of fifty feet (50) adjacent to the area of request and presently, Angela Drive has fifty (50) feet of right-of-way adjacent to and parallel to the south side of the area of request.

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

Douglas Boulevard does meet current code requirements for a primary arterial and does require public street improvements with this application.

Angela Drive, being uncurbed and having a bar ditches along the frontage of the area of request, does not meet code requirements for local roads. Half street and sidewalk improvement plans are a requirement of this application. The improvement plans for the streets and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Section 38-21 in the Subdivision Regulations requires any public improvements associated with this application to be constructed and accepted by the city prior to filing the re-plat.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the south east to the northwest. Currently, the area of request is developed with an office building. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application, however, drainage and detention improvement plans will be a requirement of any building permit submitted for the area of request.

The improvement plans for the detention and any drainage improvements must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The improvements must be constructed and accepted by the city prior to any final approvals or certificate of occupancy for any submitted permit.

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

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

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site.

The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and right of way for the area of request are illustrated on the re-plat and will be dedicated to the city when the re-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 re-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 department has reviewed this request to replat under Chapter 15 of the MWC Code of Ordinances, Approval Recommended.

Staff Comments:

The existing plat of Finley's Meadow Garden's subdivision was created in 1947. Since that time, the original configuration has been changed several times according to Oklahoma County records, however, the City of Midwest City has no record of any amendments to the original plat. This proposed replat will not only clean-up non-conformances such as the landlocked parcel but will also provide an opportunity for new development which is the intent of the owner and applicant. County records show that Lots 4 and 5 have already been split and therefore, the east half of Lot 4 and the east half of Lot 5 are not included in this replat. Lots 6 and 7 of Block 4 of the original plat are also not included in this replat.

Proposed Lot 2 in the area of request is zoned both C-3, Community Commercial and R-6, Single Family Residential. The next item on the agenda is an application to rezone the entire Lot 2 to C-3, Community Commercial for development of a restaurant. Lot 3 will remain R-6, Single Family Residential.

As noted earlier in this report, under the 2012 Subdivision Regulations existing plats may be reconfigured and new lots may be created utilizing the replatting process. This proposed replat is designed to reconfigure existing lots.

As mentioned previously, this subdivision has been reconfigured a number of times through Oklahoma County and without following City platting procedures. At an unknown time, landlocked parcels with no access to any street frontage were created. This replat is providing for frontage access along a dedicated public street to two previously landlocked parcels. The configuration of this proposed replat was the only option for creating access to the landlocked parcels and therefore, staff recommends approval.

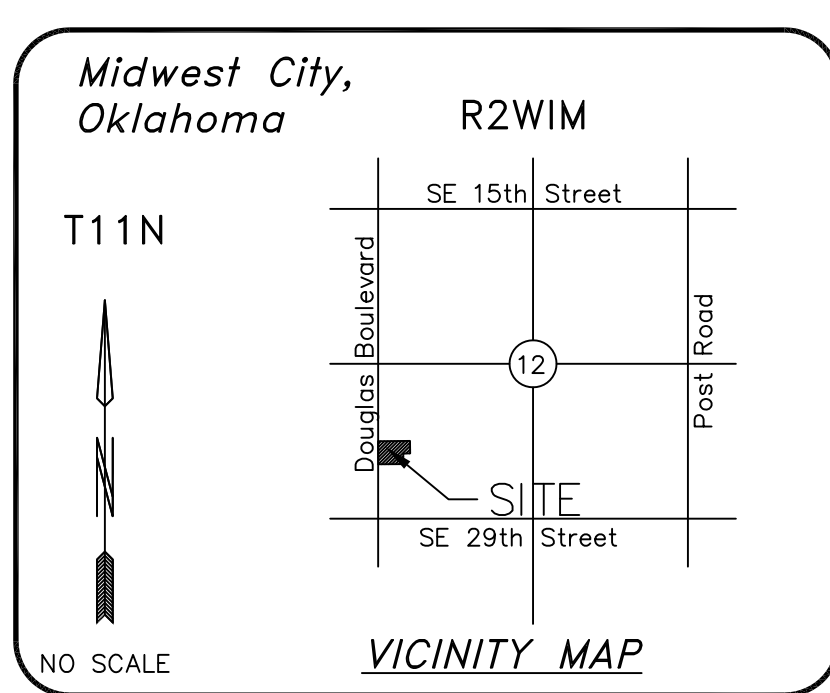
As this replat meets the subdivision regulations, staff recommends approval of the replat of Lots 1, 2, 3, the west half of Lot 4 and the west half of Lot 5, Block 4 of the Finley's Meadow Garden's Subdivision subject to these comments.

Action Required: Approve or reject the replat of Lots 1, 2, 3, the west half of Lot 4 and the west half of Lot 5, Block 4 of the Finley's Meadow Garden's Subdivision, subject to the staff comments and found in the February 23, 2016 agenda packet and made a part of PC-1863 file.



Billy Harless, AICP
Community Development Director

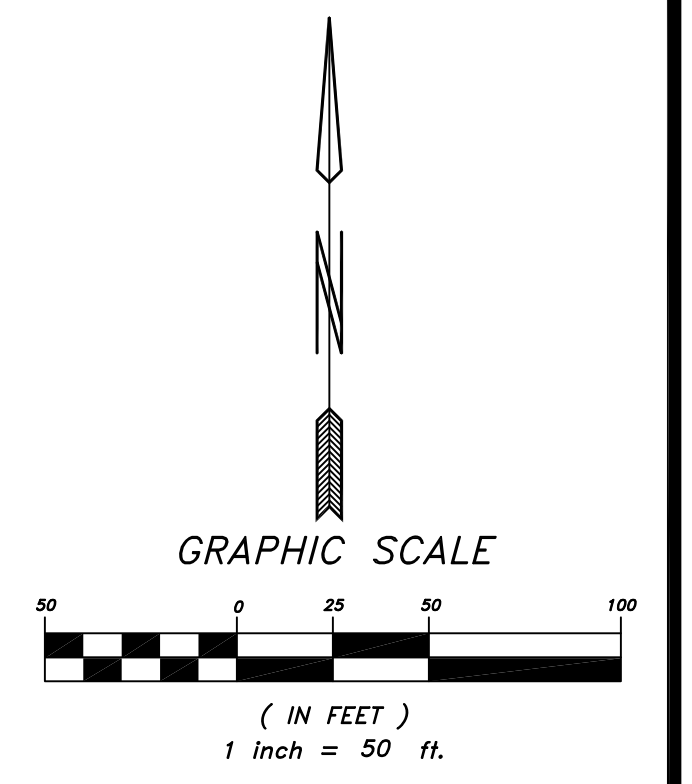
KG



RE-PLAT OF LOT 1, LOT 2, LOT 3, THE WEST HALF OF LOT 4, AND THE WEST HALF OF LOT 5 OF BLOCK 4 IN FINLEY'S MEADOW GARDEN'S

TO THE CITY OF MIDWEST CITY
BEING A PART OF THE SW1/4,
SECTION 12, T11N, R2W.I.M.,
OKLAHOMA COUNTY, OKLAHOMA.

DATUM INFORMATION
BEARINGS ARE ON
OKLAHOMA STATE PLANE
COORDINATE SYSTEM
OKLAHOMA NORTH ZONE DATUM
NAD 83, NAD 88, U.S. FEET.
CONTROL MONUMENT DESIGNATION
WDS MAPPING PLANE
GRID NORTH IS (N 00°00'00" E).



OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ HEREBY CERTIFIES THAT THEY ARE THE OWNER OF AND THE ONLY PERSON OR ENTITY HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE SAID RE-PLAT OF LOT 1, LOT 2, LOT 3, THE WEST HALF OF LOT 4, AND THE WEST HALF OF LOT 5 OF BLOCK 4 IN FINLEY'S MEADOW GARDEN'S AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT ONE (1), LOT TWO (2), LOT THREE (3), THE WEST HALF (W1/2) OF LOT FOUR (4), AND THE WEST HALF (W1/2) OF LOT FIVE (5) OF BLOCK FOUR (4) TO FINLEY'S MEADOW GARDEN'S, A PART OF THE SW1/4, SECTION 12, T11N, R2W.I.M., OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

THEY FURTHER CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN ON THE SAID FINAL PLAT, WHICH SAID FINAL PLAT REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN UNDER THE RE-PLAT OF LOT 1, LOT 2, LOT 3, THE WEST HALF OF LOT 4, AND THE WEST HALF OF LOT 5 OF BLOCK 4 IN FINLEY'S MEADOW GARDEN'S. THEY FURTHER CERTIFY THAT THEY ARE THE OWNER OF AND THE ONLY PERSON, FIRM, OR CORPORATION WHO HAS ANY RIGHT, TITLE, OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED FINAL PLAT AND THEY DO HEREBY DEDICATE ALL UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON SAID FINAL PLAT TO THE USE OF THE PUBLIC, FOR PUBLIC DRAINAGE AND UTILITIES FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNEES FOREVER AND HAS CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES.

WITNESSED BY OUR HAND(S) THIS ____ DAY OF _____, 20__.

K 13, LLC

KENNETH R. NEWAY, MANAGER

STATE OF OKLAHOMA }
COUNTY OF _____ }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 20__, PERSONALLY APPEARED KENNETH R. NEWAY, AS MANAGER OF K 13, LLC, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SIGNED THE NAME OF THE MAKER TO THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THERE FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

NOTARY PUBLIC

CITY PLANNING COMMISSION APPROVAL

I, THE UNDERSIGNED, CHAIRMAN OF THE CITY PLANNING COMMISSION OF THE CITY OF MIDWEST CITY, OKLAHOMA, DO HEREBY CERTIFY THAT SAID PLANNING COMMISSION DULY APPROVED THE FINAL PLAT OF RE-PLAT OF LOT 1, LOT 2, LOT 3, THE WEST HALF OF LOT 4, AND THE WEST HALF OF LOT 5 OF BLOCK 4 IN FINLEY'S MEADOW GARDEN'S, AN ADDITION TO THE CITY OF MIDWEST CITY, A PART OF THE SW1/4, SECTION 12, T11N, R2W.I.M., OKLAHOMA COUNTY, ON THE ____ DAY OF _____, 20__.

CHAIRMAN

SURVEYOR'S CERTIFICATE

I, MICAH E. GUSTIN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1769 IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THIS RE-PLAT OF LOT 1, LOT 2, LOT 3, THE WEST HALF OF LOT 4, AND THE WEST HALF OF LOT 5 OF BLOCK 4 IN FINLEY'S MEADOW GARDEN'S, CONSISTING OF ONE (1) SHEET, REPRESENTS A CAREFUL SURVEY MADE UNDER MY SUPERVISION ON THE 27TH DAY OF NOVEMBER, 2015, AND THAT MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF SECTION 38 OF THE MIDWEST CITY CODE OF ORDINANCE, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE II SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

DECEMBER 10, 2015

MICAH E. GUSTIN, OLS 1769

STATE OF OKLAHOMA }
COUNTY OF _____ }

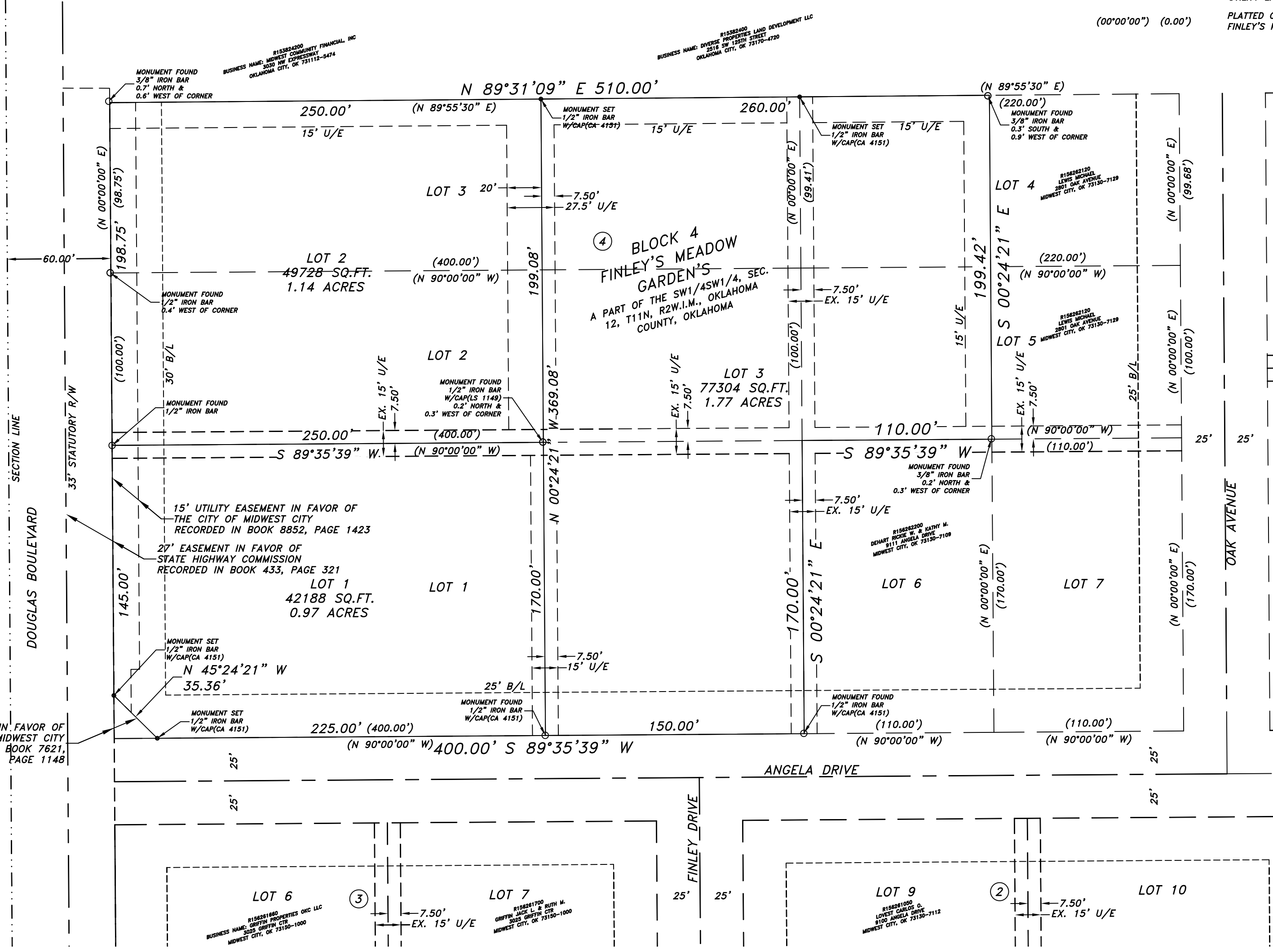
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS 10TH DAY OF DECEMBER, 2015, PERSONALLY APPEARED MICAH E. GUSTIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND HE EXECUTED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.
MY COMMISSION EXPIRES: JUNE 30, 2017
MY COMMISSION NUMBER: 05006036

NOTARY PUBLIC

LEGEND

●	MONUMENT SET (1/2" IRON BAR W/CLIP JAC - CA 4151 UNLESS OTHERWISE NOTED)
○	MONUMENT FOUND
---	SUBJECT PROPERTY
---	PROPERTY LINE
---	ORIGINAL PLATTED LOTS
---	CENTER LINE
---	SECTION LINE
---	BUILDING LIMIT LINE (B/L)
---	RIGHT-OF-WAY LINE (R/W)
---	UTILITY EASEMENT LINE (U/E)
---	PLATTED CALLS FROM FINLEY'S MEADOW GARDEN'S



CERTIFICATE OF COUNTY TREASURER

I, FORREST FREEMAN, DO HEREBY CERTIFY THAT I AM DULY ELECTED, QUALIFIED, AND ACTING COUNTY TREASURER OF OKLAHOMA COUNTY, STATE OF OKLAHOMA AND THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR 20__ AND PRIOR YEARS ON THE LAND SHOWN ON THE RE-PLAT OF LOT 1, LOT 2, LOT 3, THE WEST HALF OF LOT 4, AND THE WEST HALF OF LOT 5 OF BLOCK 4 IN FINLEY'S MEADOW GARDEN'S; THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARANTEEING PAYMENT OF THE CURRENT YEAR'S TAXES.

IN WITNESS WHEREOF SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT _____ IN OKLAHOMA COUNTY, STATE OF OKLAHOMA, THIS ____ DAY OF _____, 20__.

COUNTY TREASURER - FORREST FREEMAN

APPROVAL OF PLAT AND ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF MIDWEST CITY, OKLAHOMA, THAT THE RE-PLAT OF LOT 1, LOT 2, LOT 3, THE WEST HALF OF LOT 4, AND THE WEST HALF OF LOT 5 OF BLOCK 4 IN FINLEY'S MEADOW GARDEN'S, SHOWN HEREON IS HEREBY APPROVED AND ACCEPTED.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA THIS ____ DAY OF _____, 20__.

MAYOR - DEE COLLINS

CITY CLERK - RHONDA ATKINS

BONDED ABTRACTOR'S CERTIFICATE

THE UNDERSIGNED DULY QUALIFIED AND LAWFULLY BONDED ABTRACTOR OF TITLES IN AND FOR OKLAHOMA COUNTY AND STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO SAID LAND SHOWN ON THE RE-PLAT OF LOT 1, LOT 2, LOT 3, THE WEST HALF OF LOT 4, AND THE WEST HALF OF LOT 5 OF BLOCK 4 IN FINLEY'S MEADOW GARDEN'S, IS VESTED IN _____ AND THAT ON THE ____ DAY OF _____, 20__, THERE ARE NO ACTIONS PENDING OR JUDGMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND OR THE OWNER(S) THEREOF, THAT THE TAXES ARE PAID FOR THE YEAR 20__ AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND AND NO TAX DEEDS ARE ISSUED TO ANY PERSON, THAT THERE ARE NO LIENS OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE FINAL PLAT EXCEPT EASEMENTS, MORTGAGES AND MINERALS CONVEYANCES OF RECORD.

FIRST AMERICAN TITLE

BY: _____
MANAGER

BY: _____
VICE PRESIDENT

STATE OF OKLAHOMA }
COUNTY OF _____ }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 20__, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF AND THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, ON BEHALF OF SAID INDIVIDUAL, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

NOTARY PUBLIC

OWNER NAME
K 13 LLC
PO BOX 50471
MIDWEST CITY, OK 73140

RE-PLAT OF LOT 1, LOT 2, LOT 3, THE WEST HALF OF LOT 4, AND THE WEST HALF OF LOT 5 OF BLOCK 4 IN FINLEY'S MEADOW GARDEN'S

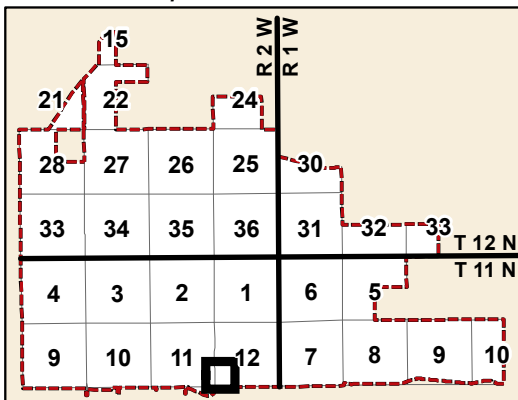
JVIDEN AND COMPANY, P.L.L.C.
PROFESSIONAL SURVEYING SERVICES

13501 Eastern Avenue
Oklahoma City, Oklahoma 73131
C.A. 4151 - Expires June 30, 2017
Office (405) 478-0772 Office (405) 25U-RVEY
Fax (405) 478-3272 (405) 278-7839





Locator Map



**2013 DOP (AERIAL) VIEW FOR
PC-1863
(SW/4, Sec. 12, T11N, R2W)**

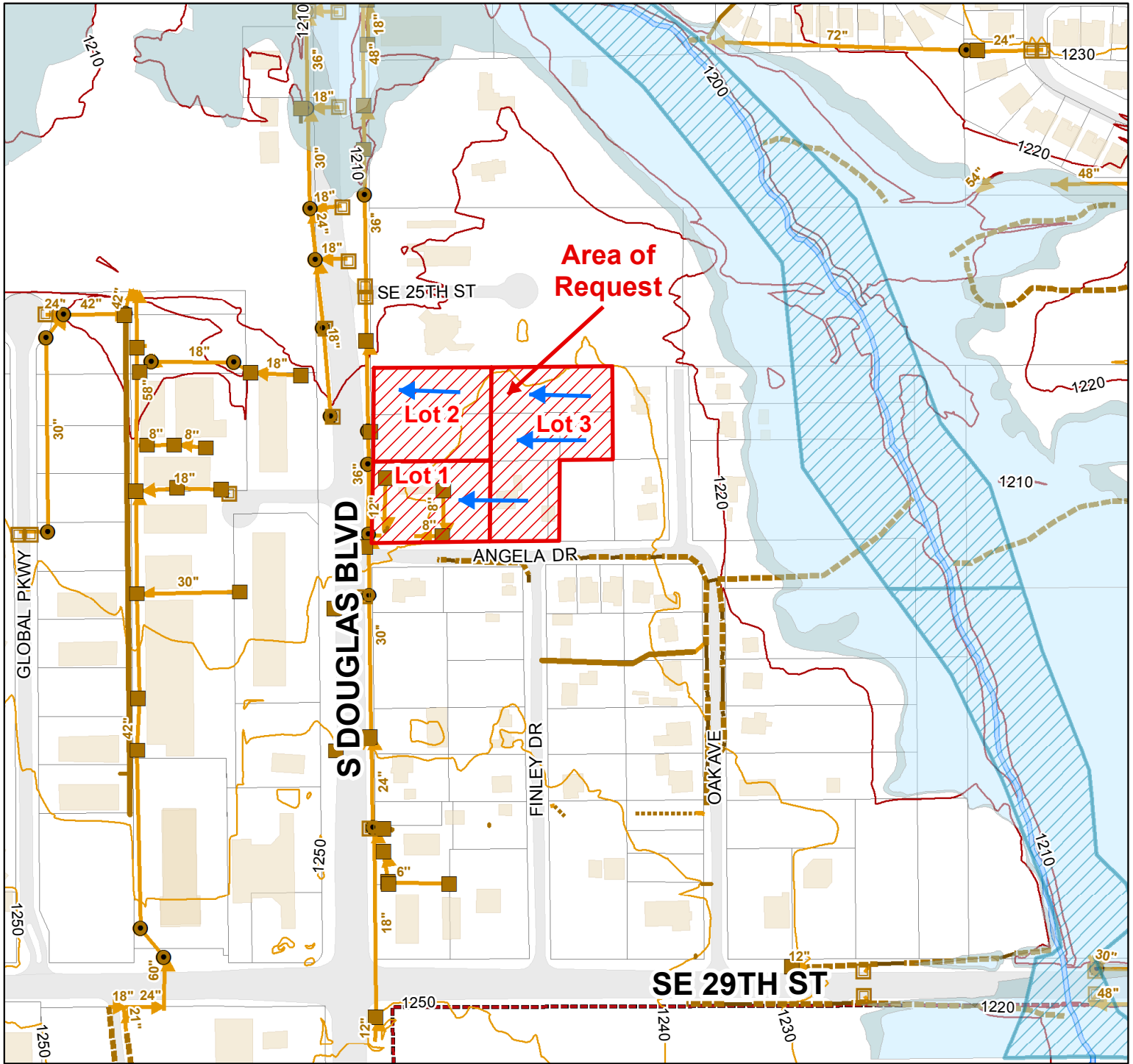


0 300 600 Feet

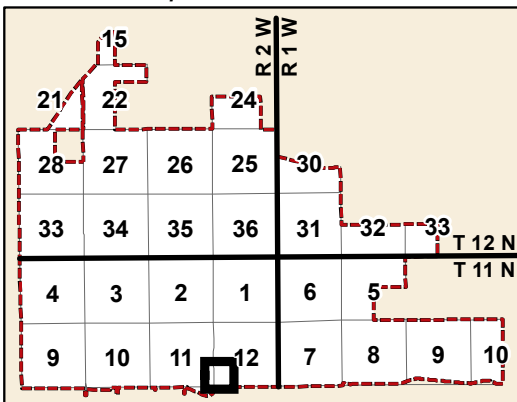


1 inch = 300 feet

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Locator Map



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

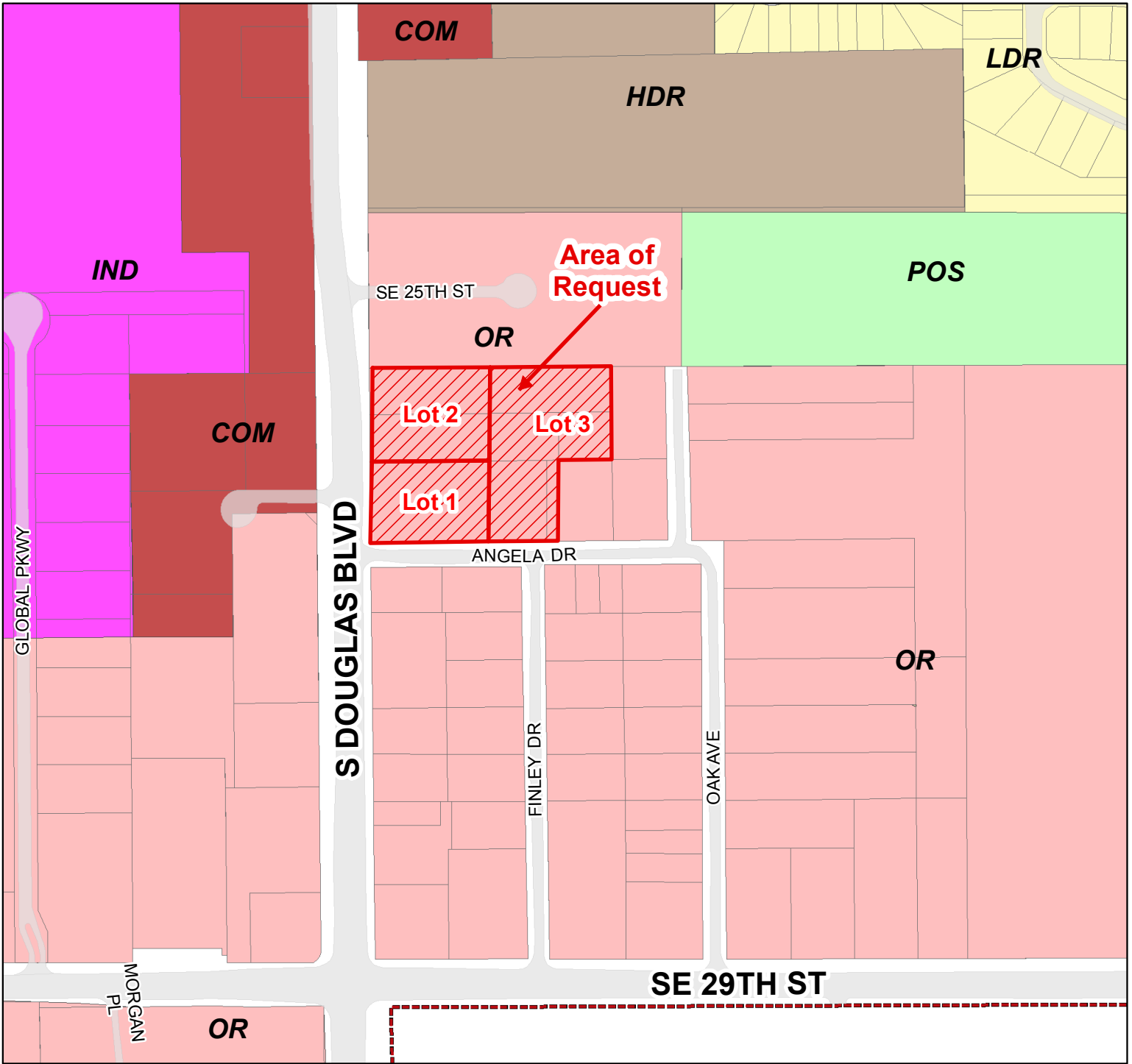
2009 FEMA Floodplains

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

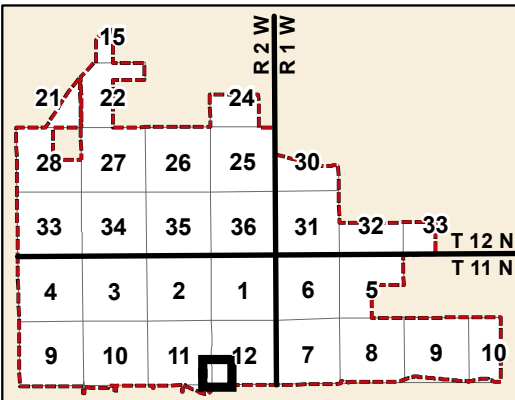
DRAINAGE LOCATION MAP FOR PC-1863 (SW/4, Sec. 12, T11N, R2W)













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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

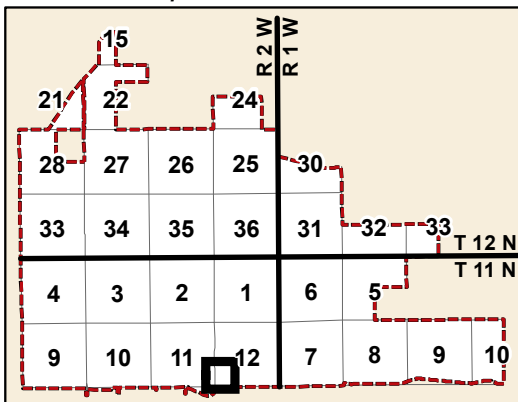
**FUTURE LAND USE
MAP FOR
PC-1863
(SW/4, Sec. 12, T11N, R2W)**








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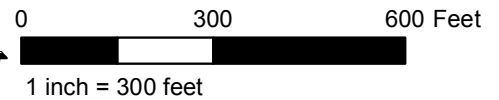
Locator Map



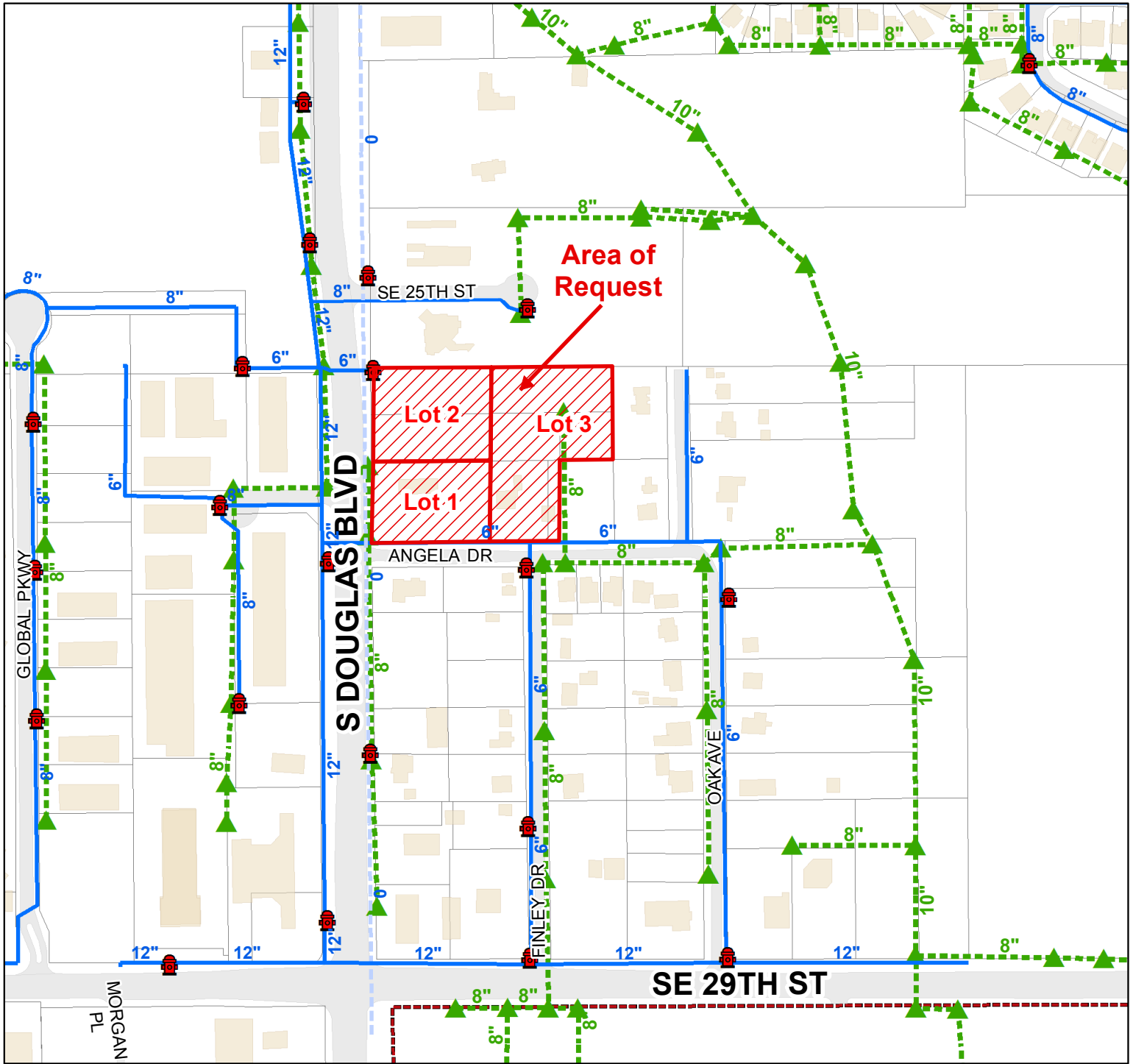
General Map Legend

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

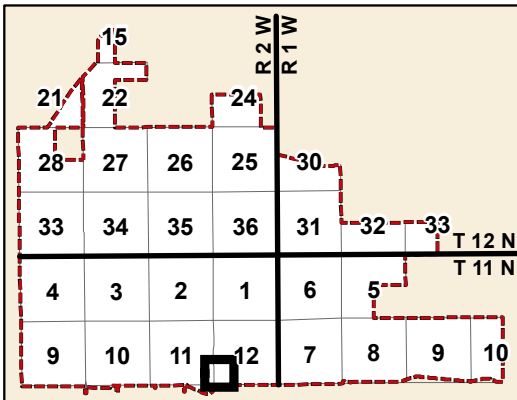
GENERAL MAP FOR
PC-1863
(SW/4, Sec. 12, T11N, R2W)



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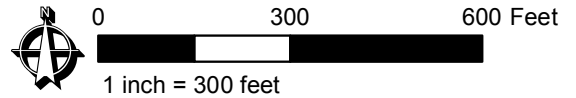
Locator Map



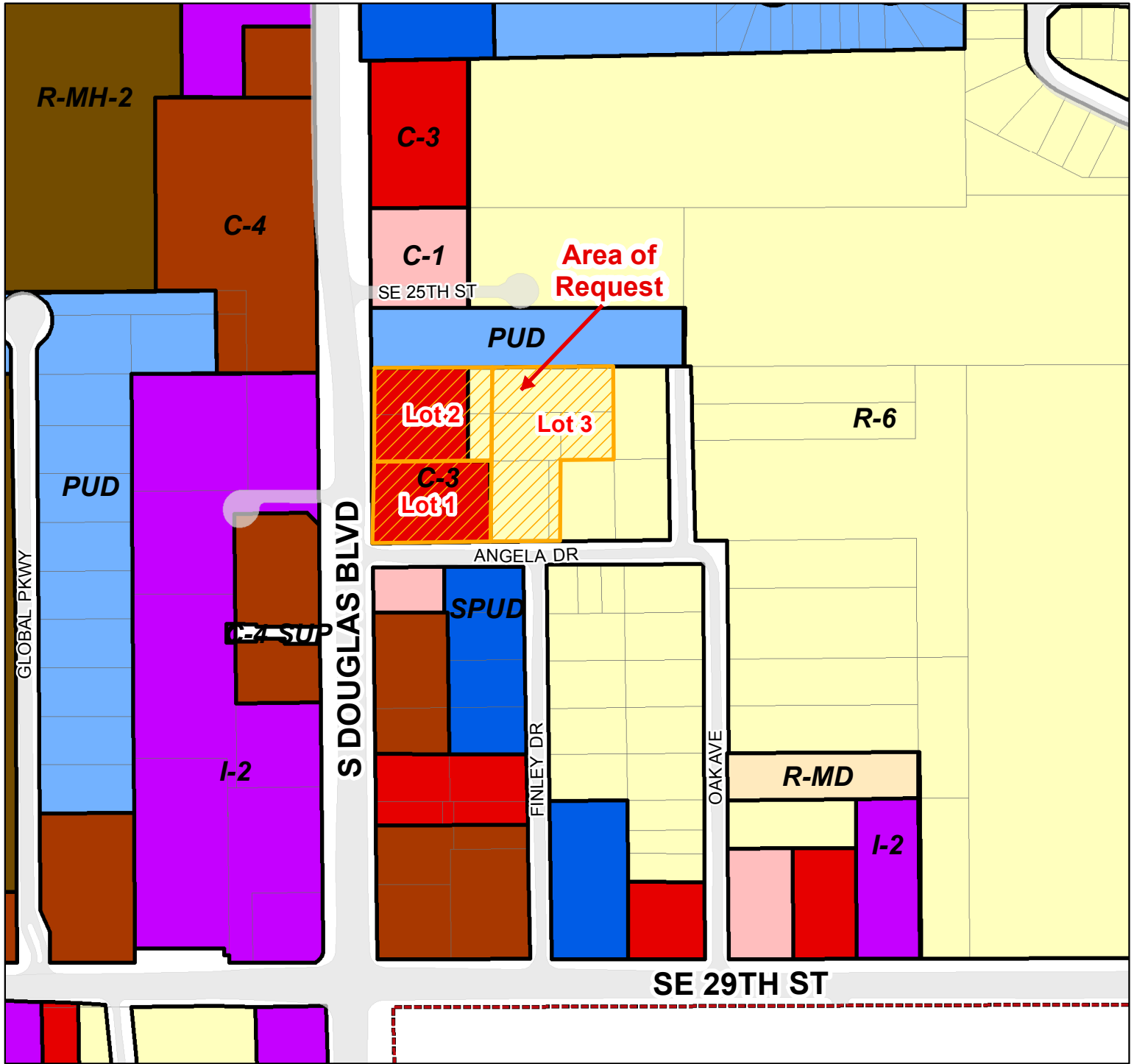
Water/Sewer Legend

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

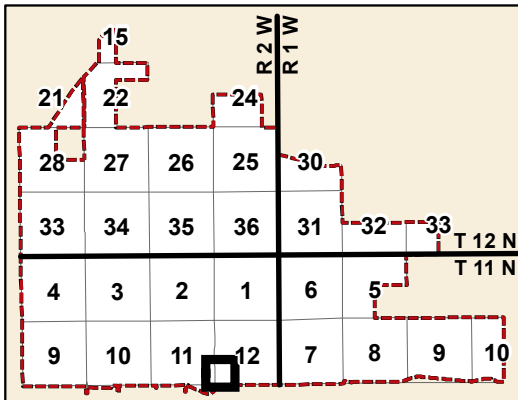
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1863
(SW/4, Sec. 12, T11N, R2W)**



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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-1863 (SW/4, Sec. 12, T11N, R2W)



0 300 600 Feet



1 inch = 300 feet

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Julie Shannon, 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: February 23, 2016

Subject: (PC-1864) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Residential to C-3, Community Commercial for the property described as Lot 2, Block 4 of the Finley's Meadow Garden's Subdivision, located at 2820 S. Douglas Boulevard.

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

Owner: Kenneth Newey, K 13 LLC

Applicant: Jeff James

Proposed Use: Restaurant

Size:

The area of request has a frontage along S. Douglas Boulevard of approximately 198.75 feet, and a depth of approximately 250 feet, containing approximately 1.14 acres.

Development Proposed by Comprehensive Plan:

Area of Request – OR, Office Retail
North, South, West and East – OR, Office Retail

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential and C-3, Community Commercial
North – PUD, Planned Unit Development
South – C-3, Community Commercial
East – R-6, Single Family Detached Residential
West – I-2, Moderate Industrial

Land Use:

Area of Request – vacant
North – bank
South – Kentucky Fried Chicken
East – single family residence
West – commercial strip center

Municipal Code Citation:

2.20 Community Commercial

2.20.1. General Description

This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

History:

1. This area has been zoned R-6, Single Family Residential and C-3, Community Commercial since the adoption of the 1985 zoning code.
2. February 2, 2016 – Planning Commission recommended approval of this request.

Engineer's Comments:

Water Supply and Distribution

A twelve (12) inch public water main is located on the west side of Douglas Boulevard in the street right-of-way adjacent to the west side of the area of request. A six (6) inch public water main is located on the north side of Angela Drive in the street right-of-way adjacent to the south side of the area of request. A six (6) inch water line is extended to the northwest corner of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

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

Sanitary Sewer Collection and Disposal

An eight (8) inch public sewer main is located on the east side Douglas Boulevard in the street right-of-way adjacent to the west side of the area of request. An eight (8) inch public sewer main is located in an existing dedicated public utility easement bisecting the area of request.

Public sanitary sewer line improvements are not required with this application.

Connection to the public sanitary sewer system for service is a building permit requirement per Municipal Code 43-109 for all existing and new buildings.

Streets and Sidewalks

Access to the area of request is available from Douglas Boulevard and Angela Drive. Douglas Boulevard is classified as a primary arterial road in the 2008 Comprehensive Plan. Douglas Boulevard is a five (5) lane, 65-foot wide, curbed, asphalt concrete roadway.

Current code requires a total street right-of-way width of one hundred twenty feet (120) adjacent to the area of request and presently, Douglas Boulevard has one hundred twenty (120) feet of right-of-way adjacent to and parallel to the west side of the area of request. Angela Drive is classified as a local road in the 2008 Comprehensive Plan. Angela Drive is a two (2) lane, 26-foot wide, partially curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty feet (50) adjacent to the area of request and presently, Angela Drive has fifty (50) feet of right-of-way adjacent to and parallel to the south side of the area of request.

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

Douglas Boulevard does meet current code requirements for a primary arterial and does require public street improvements with this application.

Angela Drive, being uncurbed and having a bar ditches along the frontage of the area of request, does not meet code requirements for local roads. Half street and sidewalk improvement plans are not required with this application, however, the street and sidewalk improvement plans are a requirement of the PC 1863 replat application for the area of request.

The improvement plans for the streets must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The public improvements must be constructed and accepted by the city prior to any final approvals or certificate of occupancy for any submitted permit.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the south east to the north west. Currently, the area of request is developed with an office building. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application, however, drainage and detention improvement plans will be a requirement of any building permit submitted for the area of request.

The improvement plans for the detention and any drainage improvements must be prepared by a registered professional engineer and be submitted to staff for plan review and approval. The improvements must be constructed and accepted by the city prior to any final approvals or certificate of occupancy for any submitted permit.

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 Marshal's Comments:

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.

Staff Comments:

This application is in conjunction with PC-1863, the replat of Lots 1,2,3, the west half of Lot 4 and the west half of Lot 5 of Finley's Meadow Garden's Subdivision which was heard prior to this item. This rezoning application only applies to Lot 2 of the replat. If for any reason the replat is not approved, a new zoning application for the area of request will need to be submitted.

Lot 2 of the Replat of Lots 1,2,3 the west half of Lot 4 and the west half of Lot 5 of Finley's Meadow Garden's is currently zoned R-6, Single Family Residential and C-3, Community Commercial. City records do not reflect when the frontage was zoned commercial and therefore, staff is unable to determine the depth of the commercially zoned area. The applicant plans to develop Lot 2 with a restaurant which is allowed in the C-3, Community Commercial district. This application was submitted in order to ensure that the proposed development is located entirely within the C-3 district.

Screening will be required along the east side of the area of request as the east side abuts a residential zoning district.

For all new buildings in Midwest City, a base landscaping of six (6) trees and twelve (12) shrubs is required. This requirement must be fulfilled prior to issuance of a Certificate of Occupancy.

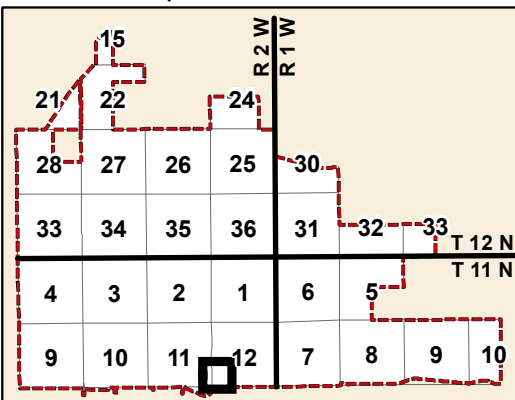
Action Required: Approve or reject the application to rezone Lot 2, Block 4 of the Finley's Meadow Garden's Subdivision, from R-6, Single Family to C-3, Community Commercial, subject to the staff comments and found in the February 23, 2016 agenda packet and made a part of PC-1864 file.



Billy Harless, AICP
Community Development Director



Locator Map



**2013 DOP (AERIAL) VIEW FOR
PC-1864
(SW/4, Sec. 12, T11N, R2W)**

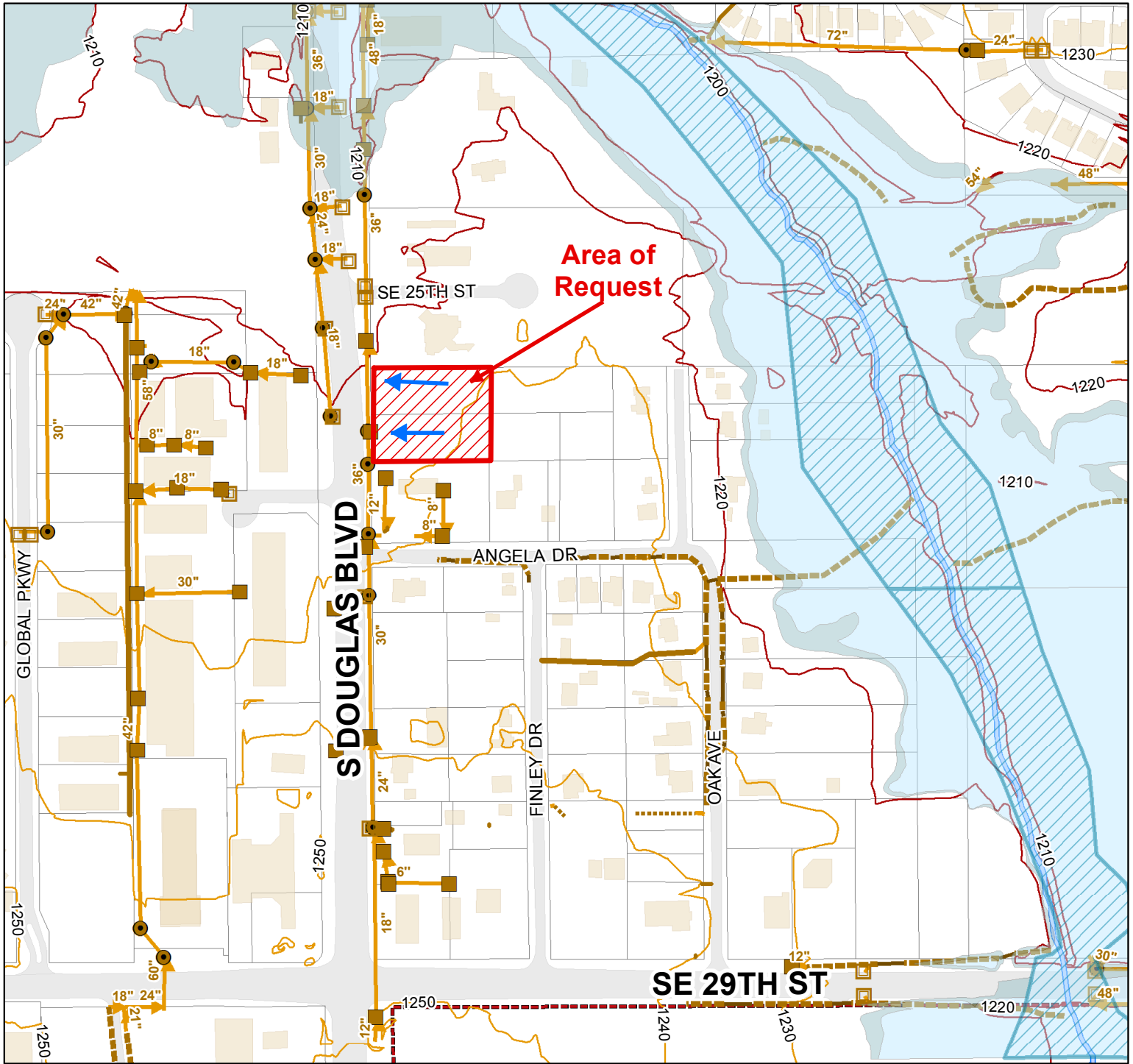


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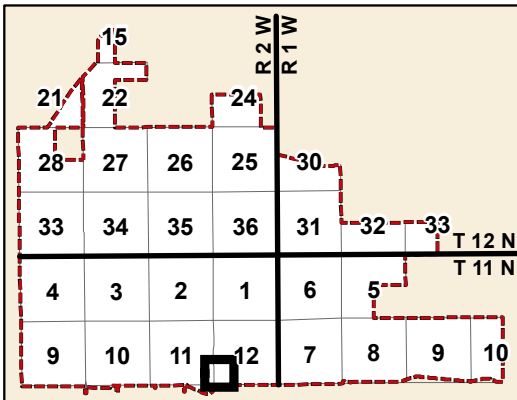


1 inch = 300 feet

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Locator Map

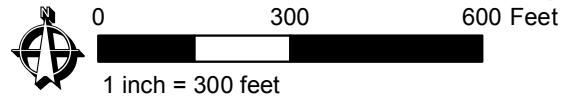


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

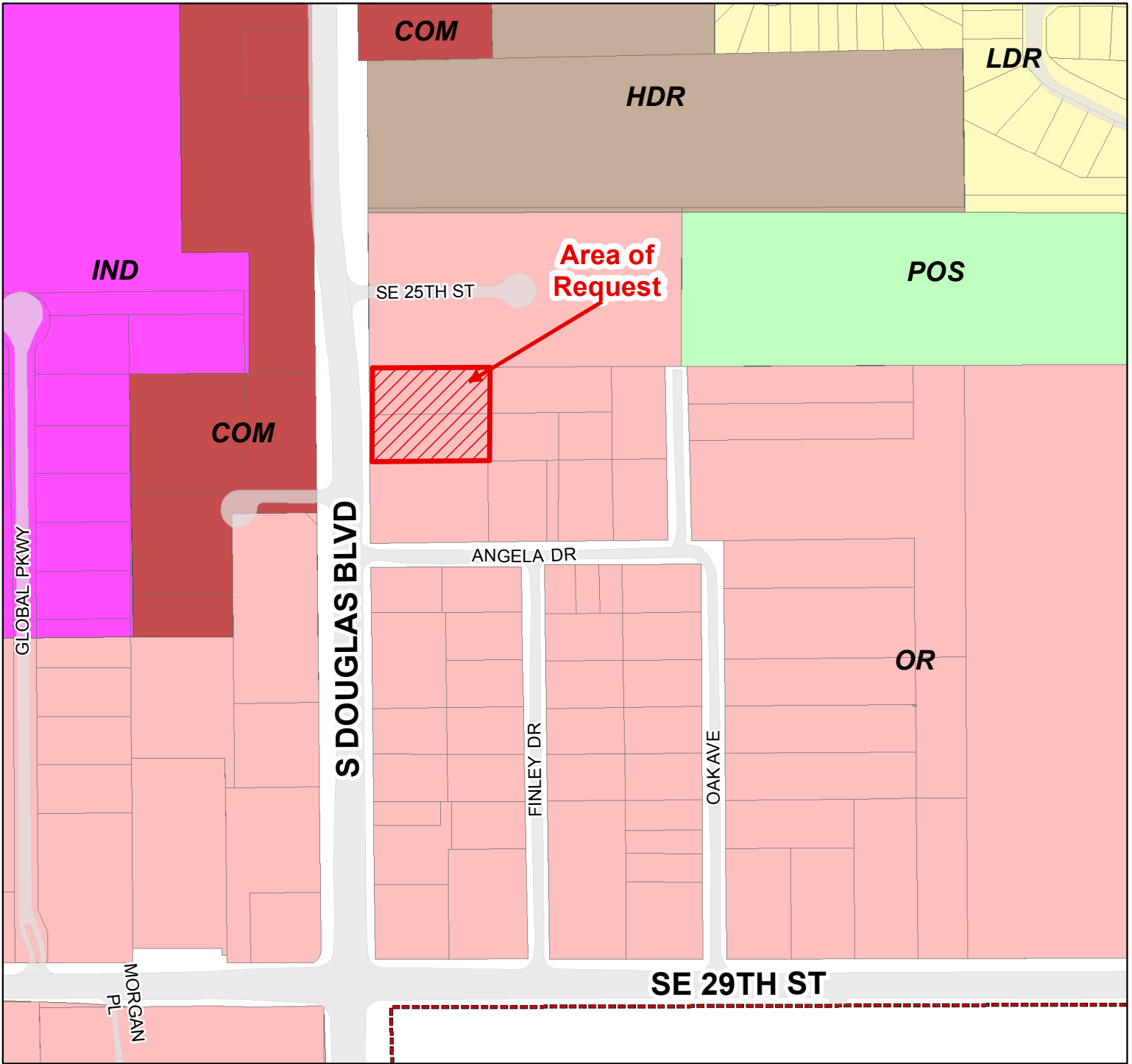
2009 FEMA Floodplains

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

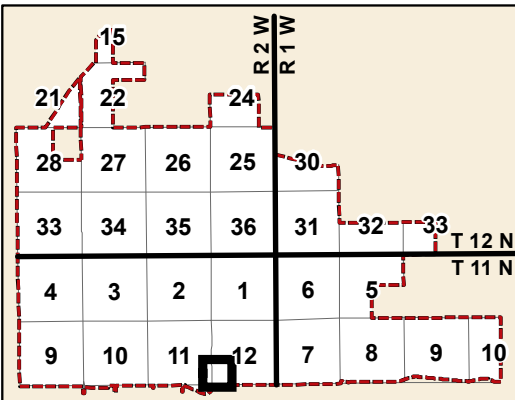
DRAINAGE LOCATION MAP FOR PC-1864 (SW/4, Sec. 12, T11N, R2W)













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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-1864
(SW/4, Sec. 12, T11N, R2W)**



0 300 600 Feet

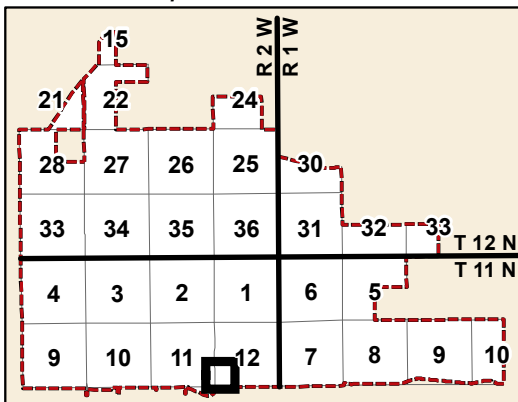


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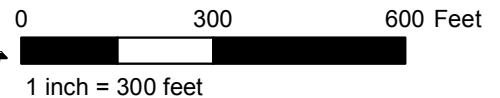
Locator Map



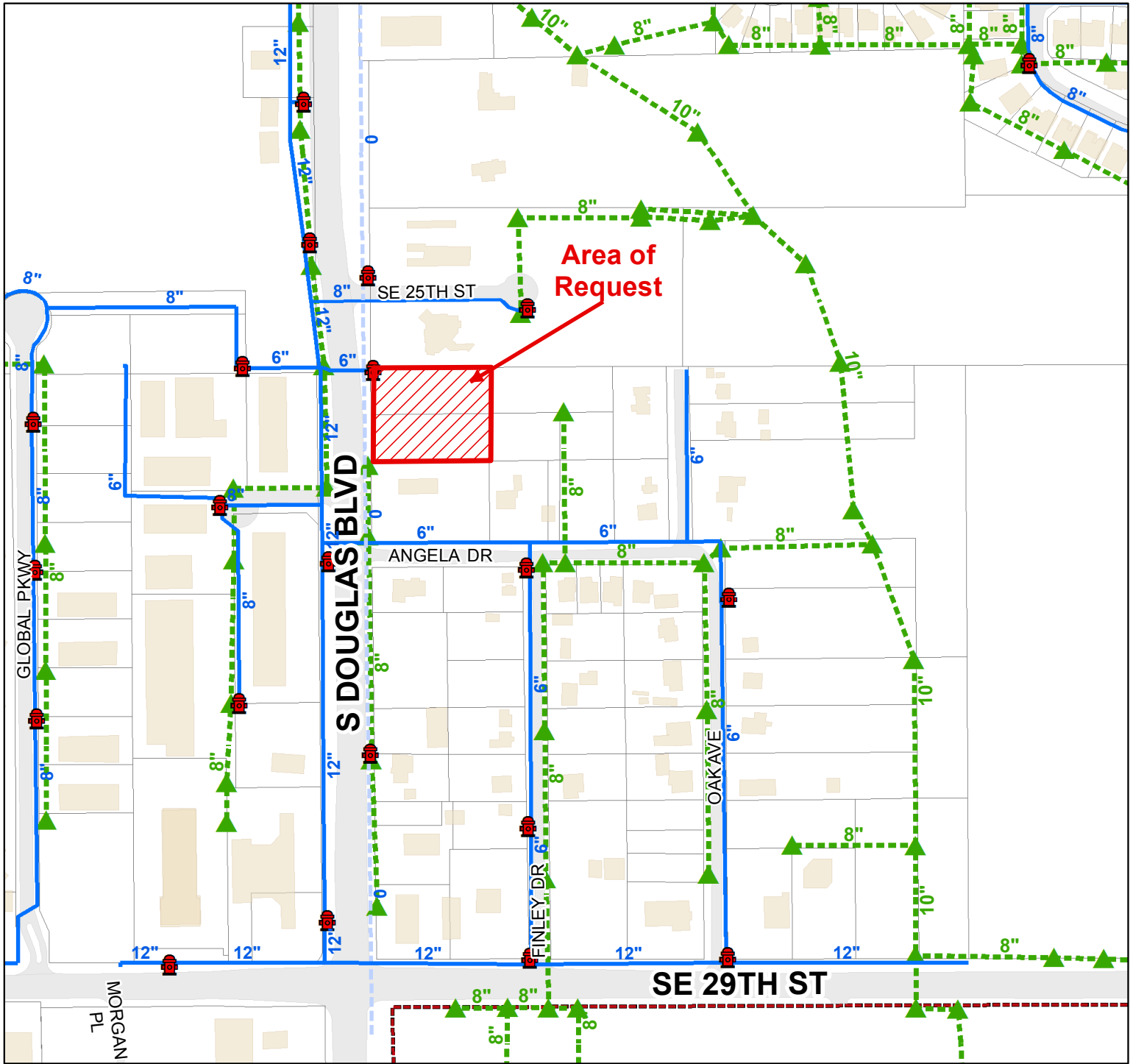
General Map Legend

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

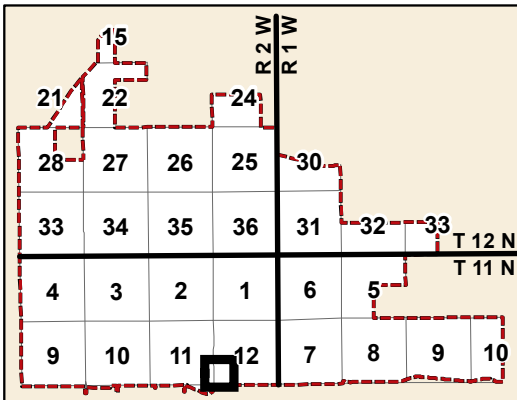
**GENERAL MAP FOR
PC-1864
(SW/4, Sec. 12, T11N, R2W)**



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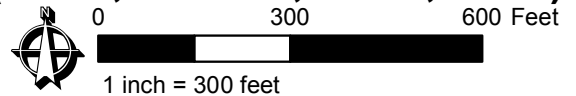


Water/Sewer Legend

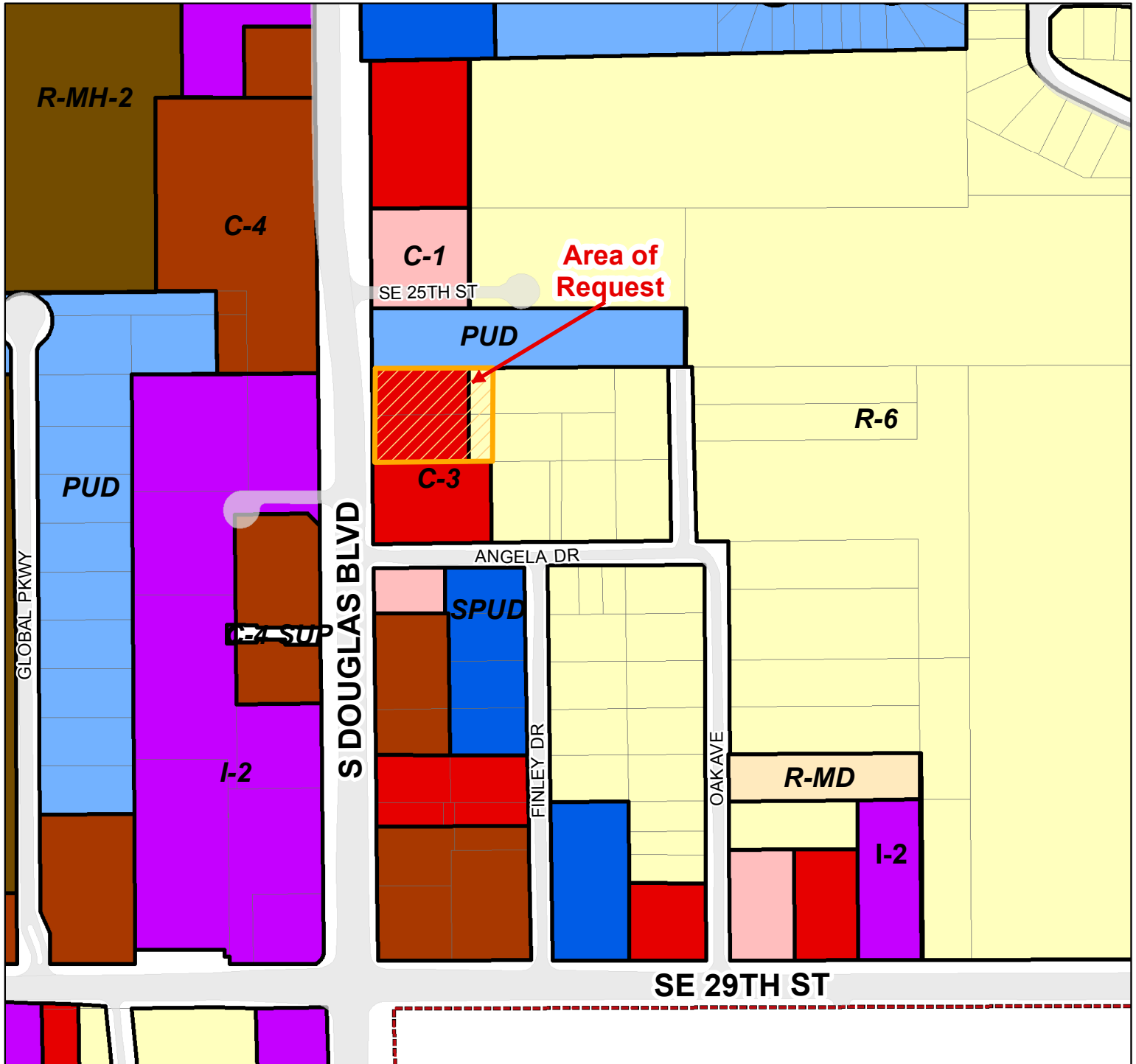
- Fire Hydrants
- Sewer Manholes
- Sewer Lines
- Water Lines**
- Distribution
- Well
- OKC Cross Country
- Sooner Utilities
- Thunderbird
- Unknown

WATER/SEWER LINE LOCATION MAP FOR PC-1864

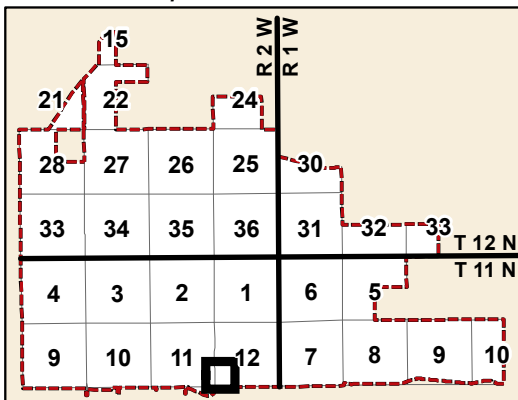
(SW/4, Sec. 12, T11N, R2W)



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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-1864
(SW/4, Sec. 12, T11N, R2W)**



0 300 600 Feet



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The City of
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COMMUNITY DEVELOPMENT DEPARTMENT

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Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Chairman and Planning Commission

From: Billy Harless, Community Development Director

Date: February 23, 2016

Subject: (PC-1866) Public hearing with discussion and consideration of approval of an ordinance to amend the Planned Unit Development to Planned Unit Development (PUD) governed by the C-3, Community Commercial district for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, located on the northeast corner of South Sooner Road and SE 15th Street, City of Midwest City, Oklahoma County, Oklahoma.

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

Owner: Midwest City Memorial Hospital Authority, BancFirst, Angela Leyba and Constance Hicks Revocable Trust

Applicant: Sooner Investment Group, Inc

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

Size:

The area of request has a frontage along SE 15th Street of approximately 593.83 feet and a depth of approximately 991.70 feet, containing an area of approximately 617,042 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – OR, Office / Retail and MDR, Medium Density Residential
North – OR, Office / Retail and MDR, Medium Density Residential
South – OR, Office / Retail and COMM, Commercial
East – OR, Office / Retail and MDR, Medium Density Residential
West – Del City

Zoning Districts:

Area of Request – PUD governed by the C3, Community Commercial District
North – R6, Single Family Residential
South – C4, General Commercial and C3, Community Commercial
East - R6, Single Family Residential and C3, Community Commercial – R-6, Single
West – Del City

Land Use:

Area of Request – Vacant
North – Single family residence
South – Small commercial shops and Home Depot
East – Vacant
West – Gas station and commercial shops

Comprehensive Plan Citation:

Office/Retail Land Use

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within the PUD application and review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

(A) Innovative land development

Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

(B) Flexibility within developments

Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) Efficient use of land

Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) Function, design and diversity

Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) Modifications to development requirements

Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. This area was zoned R6, Single Family Residential with the adoption of the 1986 Zoning Ordinance and Map.
2. PC-1132 A Special Use Permit for a school was issued for a portion of this area in 1990.
3. PC-1836 – The area of request was rezoned to a Planned Unit Development (PUD) to be governed by the C-3, Community Commercial District.
4. February 2, 2016 – The Planning Commission recommended approval of this request.

Staff Comments:

Engineering Comments:

Water Supply and Distribution

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

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

The applicant proposes to construct a six (6) inch public water line loop through the site to provide additional service to the area of request.

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

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

Sanitary Sewerage Collection and Disposal

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

An eight (8) inch public sewer main is located on the east side of Sooner Road in the street right-of-way extending along the west side of the area of request.

The applicant proposes to construct two, eight (8) inch public sewer line extensions into the site to provide additional service to the area of request.

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

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

Streets and Sidewalks

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

Access to the area of request is available from S.E. 15th Street and Sooner Road. S.E. 15th Street is classified as a secondary arterial street in the 2008 Comprehensive Plan. S.E. 15th Street is a four (4) lane, 48-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a secondary arterial street and presently, S.E. 15th Street has one hundred (100) feet of right-of-way adjacent to and parallel to the south side of the area of request. Sooner Road is classified as a primary arterial street in the 2008 Comprehensive Plan. Sooner Road is a four (4) lane, 48-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, Sooner Road has one hundred twenty (120) feet of right-of-way adjacent to and parallel to the west side of the area of request.

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

Street improvements are not required with this application.

Sidewalk improvements will be part of the upcoming Sooner Road construction project and are not part of this application. A sidewalk was recently installed along the frontage of S.E. 15th Street.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the east to the west. Currently, the area of request is undeveloped. 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.

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

A fifty four (54) inch public concrete storm pipe is located on the east side of Sooner Road in the street right-of-way extending along the west side of the area of request.

The applicant proposes to construct a private, underground drainage system and a detention pond to service the area of request.

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

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

Easements and Right-of-Way

The required easements and 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 Marshall will require the installation of additional fire hydrants to service lots 4 and 5 with the building permit. The FDC is required to be located within 50 feet of a fire hydrant. The Fire Marshal has found this application to meet fire codes.

Plan Comments:

As noted in the history section, the area of request was rezoned to a PUD governed by the C-3, Community Commercial in July of 2015. The original PUD called for small retail shops to the west of the main box store. Since that time, the applicant has decided against the small retail shops in favor of a second box store. Most other elements of the original PUD remain the same as with the initial application.

This site was previously the site of Sooner Rose Elementary School. The school was closed in 2014 at which time BancFirst purchased the property. The school building was demolished in December 2014. BancFirst has been working with a few of the surrounding property owners, including the City of Midwest City, to create a multi-parcel, commercial development.

The proposed development encompasses approximately 14.16 acres on the northeast corner of SE 15th Street and S. Sooner Rd. The Master Development Plan identifies 5 separate lots intended for commercial use. The PUD addresses aspects of development such as exterior architectural materials allowed, lighting, signage, screening, use of decorative crosswalks, cross access agreements, proposed curbcuts, etc.

The PUD design statement notes that this development will be governed by the C-3, Community Commercial District with the following uses prohibited:

Community recreation: property owner's association
Funeral and interment services: undertaking
Personal storage
Wholesaling, storage and distribution: restricted
Horticulture
Off-street Parking: Commercial parking
Moderate impact institutional
Community-based care facility

The uses of alcoholic beverage retail sale and eating establishment: sit-down, alcoholic beverages and low point beer permitted will be allowed on the site without a Special Use Permit.

Four new curb cuts are proposed along S. Sooner Rd. Two new curb cuts are proposed along SE 15th St. The Master Development Plan shows an access easement allowing a connection between lots 3, 4 and 5. Cross access between all parcels within the development is a requirement. As discussed during the Planning Commission meeting, cross access easements along the east side of the development are not a requirement of this PUD, however, moving forward the applicant agrees to abide by section 4.1.8 of the PUD regarding future access to the abutting property. Staff is also agreeable to section 4.1.8 of the PUD.

Screening is a Code requirement where the area of request abuts residentially zoned properties to the north and northeast. The Master Development Plan shows an 8' high stockade fence. The screening fence shall remain until the property to the north and northeast are rezoned and developed commercially. Staff initially asked that the fence be limited to 6' in height and that landscaping be added around the fence. During the Planning Commission meeting, the applicant stated that it will be difficult to add landscaping around the fence due to the narrow area between the curb and property line and maintenance of such landscaping will also be difficult. The applicant has requested the 8' screening fence as it will secure the property better. Staff is agreeable to the requests for an 8' tall fence and no landscaping along the fence with the condition that the fence is removed if and when the property to the north becomes commercially zoned and that the required trees, shrubs and open space are accounted for within the development. Screening of rooftop units is also required.

The applicant has submitted a Master Sidewalk Plan. The City Engineer has said that sidewalk plans are a part of an upcoming road project along S. Sooner Rd. If that sidewalk is installed prior to development, the applicant shall restore and repair and damaged parts of the sidewalk. Decorative crosswalks will not be required along the access points from S. Sooner Rd. and SE 15th Street. Pavers will be utilized for interior crosswalks within the development.

Regarding signage, a total of 2 pylon signs are requested. One shopping center pylon sign is proposed on S. Sooner Road and one pylon shopping center sign is proposed on SE 15th Street as shown on the Master Development Plan. The anchor tenants for lots 1 and 2 will be identified on both pylon signs. Pylon signs may not exceed 20' in height or 200 square feet in surface area. Pole covers are also required.

Pylon signs may not be located in the right-of-way. Lots 4 and 5 will be allowed one monument sign each along SE 15th St. The maximum height for each monument sign is 7'4". The Master Development Plan Signage Plan also shows a monument sign for lot 3.

The applicant has requested six variances through the PUD and they are as follows:

1. Variance for the requirement of 100' of frontage for a change in zoning district as the frontage for the anchor parcel along SE 15th St. is 44' wide.
2. Variance to the required side perimeter easement between Lots 1 and 2 as the buildings will be abutting one another.
3. The height limitation for buildings within 75' of a residentially zoned property is 35'. A variance is requested to allow a height of up to 45' within 75' of a residentially zoned property.
4. The Zoning Ordinance allows for outdoor display of merchandise not to exceed 10% of the gross floor area of the business and also not taking up any required parking spaces within the C-3 zoning district. This PUD requests that temporary outdoor display and sales be permitted on Lots 1 and 2 on any 12 contiguous parking stalls.
5. Variance to the parking requirement for Lot 2 as Lot 2 has 4 less parking stalls than required by code.
6. Variance to the wall façade articulation requirement of 3' in depth for every 25' of horizontal wall length for any building over 15,000 square feet.

Staff is agreeable to the requested variances Staff would recommend a variance to the wall façade articulation requirement for the east side of the building on Lot 1 as well as the north side of the buildings on Lots 1 and 2. The Planning Commission recommended that the minimum requirements for articulation be met and that staff and the applicant resolve any conflict prior to the February 23, 2016 City Council meeting. Since the Planning Commission meeting, staff has worked with the applicant to agree on a compromise for the wall façade articulation requirement. The applicant has added the required articulation to the west side of the building on Lot 2. As this side faces Sooner Road, staff felt that the required articulation was necessary here. The applicant has provided articulation to the south side of the buildings on Lots 1 and 2, however, the articulation elements are spaced at a greater distance than articulation of 3' in depth for every 25' of horizontal wall length. Although the minimum requirement for articulation is not met, the intent of the requirement is met. The front elevations of both buildings are visually appealing and the placement of the pocket parks in the front of the buildings also helps to break up the façade. The applicant has also stated that the front sidewalks may also be used for display of merchandise not to exceed that which is allowed by code. Staff is agreeable to the wall façade articulation for the buildings on Lots 1 and 2 as proposed by the applicant. The Planning Commission also recommended that the applicant be held to the 25' front building line along S. Sooner Rd. as all other commercial buildings are held to this standard.

February 23,

All other elements listed in the PUD as submitted by the applicant such as architecture, pocket park, site lighting, landscaping, etc. must be complied with throughout development.

As of this writing, staff has not any formal or informal protests.

This PUD shares many similarities with the Town Center PUD along SE 29th St. The guidelines and regulations that are expressed in this Sooner Rose PUD have proven to be effective within the Town Center Development. That being said, staff recommends approval of this request.

Action Required: Approve or reject an ordinance to redistrict to amended Planned Unit Development for the property noted in this report and subject to staff's comments as found in the February 23, 2016, agenda packet, and as noted in PC-1866 file.



Billy Harless, AICP
Community Development Director

Title: Sooner Rose Addition Planned Unit Development (PUD)

Owners: BancFirst
Angela Leyba
Constance Hicks Revocable Trust
Midwest City Memorial Hospital Authority, a public trust
Sooner Investment Group, Inc., or assigns (contract purchaser)

Developer: Sooner Investment Group, Inc., or assigns

Date: January 26, 2016

THIS PLANNED UNIT DEVELOPMENT AGREEMENT (this “PUD”) is entered into as of the ___ day of _____, 2016, by and between Sooner Investment Group, Inc. (“Sooner”), an Oklahoma corporation, and the City of Midwest City, a municipal corporation of Oklahoma (the “City”).

STATEMENT OF PURPOSE

The parties listed in Exhibit L, attached hereto and incorporated by this reference, are the owners of that certain parcels of property, which parcels comprise an approximate 15.4-acre property located in the northeast quadrant of South Sooner Road and Southeast 15th Street in Midwest City, Oklahoma, and more particularly described in Exhibit B (the “Property”). Sooner is the contract purchaser of a portion of the Property comprising Lots 1, 2, 4 and 5, and BancFirst shall remain the owner of Lot 3, all of which comprise the Property, and which are depicted on the Master Plan (defined in Section 2, below). The Property is currently underutilized and in need of redevelopment. This PUD will allow for best utilization of the Property and ensure compatibility of the Project with abutting properties. The design standards contained in this PUD will allow for a unique development that will provide for the highest and best use of the Property while ensuring the Project is compatible with adjoining land uses, which could not otherwise be achieved through a conventional zoning approach. The City has determined that the redevelopment of the Property will be a significant asset to the City and the public. The current owners of the parcels comprising the Property have consented to this application, and their respective current ownership interests are set forth in Exhibit L, attached hereto and incorporated by reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation by Reference.

- 1.1. The Statement of Purpose set forth above is true and correct and hereby incorporated by reference.
- 1.2. The following exhibits are hereby incorporated by reference:
 - 1.2.1. Exhibit A – Master Development Plan Map;
 - 1.2.2. Exhibit B – Legal Descriptions;
 - 1.2.3. Exhibit C – Relationship to Abutting Uses;
 - 1.2.4. Exhibit D – Intentionally Omitted;
 - 1.2.5. Exhibit E – Existing and Abutting Zoning Classifications;
 - 1.2.6. Exhibit F – Contour Map;
 - 1.2.7. Exhibit G – Conceptual Architectural Elevations;
 - 1.2.8. Exhibit H – Signage Exhibit;
 - 1.2.9. Exhibit I – Intentionally Omitted;
 - 1.2.10. Exhibit J – Sidewalk Plan;
 - 1.2.11. Exhibit K – Site Lighting Plan; and
 - 1.2.12. Exhibit L – Current Owners of Parcels within the Property.

2. Project Description. The Shopping Center is proposed as a retail Planned Unit Development (the “Project”). The Project combines traditional “big box” retail anchors with associated outparcel users into an integrated land use plan. The development will contain two anchor buildings ranging in size from approximately 55,000 square feet to 63,000 square feet on the primary development tract. The

Project consists of approximately 118,000 square feet of retail uses, exclusive of the outparcel uses. Exhibit A depicts the Master Development Plan for the Project, including anticipated Lots and buildings located therein (the “Master Plan”). The Master Plan sets forth a feasible yet innovative use of the Property. This PUD establishes the intensity of use of the Property and appropriate standards and guidelines to assure a desired quality and character of development. Lot 3 shall be permitted and developed separately pursuant to the requirements of the C-3 Zoning District and is incorporated into this PUD for purposes of providing an integrated commercial development as more particularly described herein.

3. **Property Description / Existing Site Conditions.**

3.1. **Location.** The Property is located along SE 15th Street, with frontage on South Sooner Road. Exhibit C depicts the Property in relationship to abutting land uses.

3.2. **Existing Land Use and Zoning.** The existing land use and zoning for the Property is illustrated on Exhibit E. The Property contains a mixture of single-family residential and agricultural uses.

3.2.1. The zoning of properties immediately adjacent to the Property area as follows: North – R-6; South – C-3; East – C-3; and West – City of Del City.

3.2.2. The Property is designated as OR (Office Retail) and MDR (Medium Density Residential) on the Comprehensive Plan. The land use and intensity of use of the Project will conform to the C-3 zoning district. The C-3 zoning district is permitted in OR Land Use Designation. That portion of the Property identified as MDR in the Comprehensive Plan will need to be amended to OR.

3.3. **Elevation and Topography.** The Property is relatively flat and generally drains south. The highest elevation on the Property is 1,218 feet above sea level; the lowest elevation on the Property is 1,204 feet above sea level.

3.4. **Drainage.** Exhibit F shows the existing drainage basis and contours for the Property. On-site detention will be provided as depicted on the Master Plan.

3.5. **Soil Characteristics and Tree Cover.** The soil conditions on the Property are generally good. The Property is generally made of the Northern Cross Timbers Stephenville-Darnell soil group. It is considered acceptable for commercial uses according to the U.S. Department of Agriculture, Soil Conservation Service. There is scattered tree cover associated with the existing single-family uses along South Sooner Road. The remainder of the Property has been previously cleared of trees relating to the historic agricultural use.

3.6. **Existing and Proposed Streets.** The Master Development Plan depicts the existing street pattern in the area. These existing street alignments will not be changed as part of the Property. Southeast 15th Street and South Sooner Road will be improved as more particularly shown on the Master Development Plan.

3.7. **Utilities.** The Project will be fully serviced with public water and sewer service that will conform to City requirements. Private utilities lines will be located in easements on the Property as depicted on the Master Plan.

4. **Project Information.**

4.1. **Development Regulations.** This PUD will be governed by the C-3 Community Commercial District regulations, except as expressly provided herein.

4.1.1. Lot 3 shall be subject only to the C-3 District regulations, except as otherwise expressly provided herein.

4.1.2. The following uses allowed by right under the C-3 District will be prohibited:

4.1.2.1. Community recreation: property owners’ association;

4.1.2.2. Funeral and interment services: undertaking;

4.1.2.3. Personal storage;

4.1.2.4. Wholesaling, storage and distribution: restricted;

- 4.1.2.5. Horticulture; and
- 4.1.2.6. Commercial parking.
- 4.1.3. The following uses by special use permits in the C-3 District will be prohibited: Moderate impact institutional, and Community-based care facility.
- 4.1.4. The following special use permit uses in the C-3 District will be allowed on the Property: alcoholic beverage retail sale; and eating establishments (sit-down, alcoholic beverages and low point beer permitted).
- 4.1.5. All lots shall comply with the parking standards set forth in the C-3 District zoning criteria, subject to Section 4.1.9.4 and the following:
 - 4.1.5.1. Lots 1 and 2 shall satisfy the parking requirements for the uses located thereon by aggregating the total number of parking spaces on such Lots divided by the total square footage of structures or buildings location on both Lots; and
 - 4.1.5.2. Lots 3, 4 and 5 shall each individually satisfy the parking requirements for the uses located on each separate Lot.
- 4.1.6. The Master Plan and Exhibits attached hereto set forth an accurate representation of how the buildings will be located in the Project; provided, however, the building layout will be subject to further refinement during the site plan process.
 - 4.1.6.1. The following may be administratively authorized as minor modifications to this Agreement without need for formal amendment thereto:
 - 4.1.6.1.1. Modifications consisting solely of revisions to plan exhibits that are necessary for compliance with the provisions of this Agreement or, where not superseded by this Agreement, provisions of the Code, and modifications to plan exhibits that are necessary for compliance with extra-jurisdictional permitting requirements; and
 - 4.1.6.1.2. De minimus modifications of up to ten percent (10%) to any of the dimensional requirements that are listed in this Agreement, as well as any associated modifications to the plan exhibits, where such modifications are needed to address errors, unanticipated conditions, or retail tenant standards (where such tenant standard is generally utilized on a majority of tenant's comparable retail stores in the metropolitan area).
 - 4.1.6.2. Any other changes that those identified in Sections 4.1.6 shall be deemed major modifications and shall require formal amendment of this Agreement.
- 4.1.7. Cross access between separate parcels within the Property, as more particularly shown on the Master Plan, shall be required.
- 4.1.8. Access from the Property to S. Sooner Road and SE 15th Street shall be as provided on the Master Plan. In the event the land immediately adjacent to the East of the Property (i) is developed for a first-class retail shopping center comparable to the development on the Property, and (ii) such property becomes subject to a declaration of easements, covenants and restrictions (or similar instrument filed of public record) established for the Property and that is joined in execution by the owners of Lots 1 and 2, cross access between the Property and the adjoining property shall be provided as shown on the Master Plan. Provided, however, nothing in this Agreement shall require Sooner, or its successors or assigns, to pay for any improvements associated therewith.
- 4.1.9. Without limiting the applicability of the provisions of this Agreement, the following variances from the City's Zoning Ordinance shall be permitted by this Agreement:
 - 4.1.9.1. One hundred feet (100') of frontage for Lot 1 along SE 15th Street, as shown on the Master Development Plan;

- 4.1.9.2. Side perimeter easement along the common property line between Lots 1 and 2, as shown on the Master Development Plan;
 - 4.1.9.3. Temporary outdoor display and sales shall be permitted:
 - 4.1.9.3.1. In the parking area of each of (i) Lot 1 as shown on the Master Development Plan, and (ii) on any twelve (12) contiguous parking stalls on Lot 2; and such temporary use shall not reduce the number of parking spaces for such Lot for purposes of Section 4.1.5; and
 - 4.1.9.3.2. In the sidewalk area of Lot 1 as shown on the Sidewalk Plan;
 - 4.1.9.4. Lot 2 shall be permitted to have four (4) parking spaces less than required by the Code;
 - 4.1.9.5. The wall façade articulation for any building over fifteen thousand square feet (15,000 sq.ft.) may have less than three feet (3') in depth for every twenty-five feet (25') of horizontal wall length;
 - 4.1.9.6. Wall signage for the anchor tenant buildings on Lots 1 and 2 as shown on Exhibit H;
 - 4.1.9.7. Off-premises signage for Lots 1 and 2 as shown on Exhibit H; and
 - 4.1.9.8. The height of the main entrance to the building on Lot 1 shall not exceed forty-five feet (45'), measured from the base elevation of such building.
- 4.2. **Sequence of Development.** Upon receiving the necessary approvals, mass grading of the site will commence in 2016. It is anticipated that development of Lots 1 and 2 will be completed in 2016. Incremental development of the Outparcel Lots will occur upon completion of the above-referenced areas.
- 4.3. **Development Amenities.**
- 4.3.1. **Signage** – Signage within the Property will comply with the City’s sign ordinance except as provided in this Section and the Signage Exhibit (Exhibit H). In the event of any conflict between the City’s sign ordinance and this Agreement (including the Signage Exhibit), this Agreement shall control. With respect to any issue not specifically addressed by this Agreement (or the Signage Exhibit), the City’s sign ordinance shall control.
 - 4.3.1.1. One (1) shopping center pylon sign shall be permitted to be located along each of South Sooner Rd. and SE 15th St. for Lots 1 and 2, both sign locations to be as more particularly shown on the Master Development Plan. The anchor tenants for Lots 1 and 2 shall be permitted to be identified on each pylon sign. All pylon signs comply with the design criteria as set forth in the Signage Exhibit.
 - 4.3.1.2. Lots 4 and 5 shall be each permitted a monument sign to be located on SE 15th Street. All monument signs shall be located as provided on the Master Development Plan and shall be designed consistent with the Signage Exhibit. Lot 3 shall be permitted signage as a separate lot, which signage shall be subject to the City’s sign ordinance.
 - 4.3.1.3. Wall signage for the anchor tenant buildings on Lots 1 and 2 shall be as provided on Exhibit H.
 - 4.3.2. **Architecture** – The design of each building shall be generally consistent with the Conceptual Architectural Elevations. Building design shall be compatible with or in a clear relationship with the buildings throughout the Project. With respect to any issue not specifically addressed by the Conceptual Architectural Elevations, the architectural design provisions of the City’s zoning ordinance shall control. Except as expressly provided below, the buildings throughout the Project shall comply with the architectural design provisions of the City’s zoning ordinance.
 - 4.3.2.1. Exterior building materials shall utilize at least three different exterior wall materials on each wall.

- 4.3.2.2. Anchor tenants' main entrance façade shall incorporate brick or stone elements.
- 4.3.2.3. Window frames shall be aluminum storefront.
- 4.3.2.4. Return features on the building façade should have a depth of five feet (5') of the façade plane.
- 4.3.2.5. The following exterior building materials shall be permitted:
 - 4.3.2.5.1. Boral bricks;
 - 4.3.2.5.2. Mortar – natural;
 - 4.3.2.5.3. Cast Stone – Cordova Stone “Buff”;
 - 4.3.2.5.4. Miscellaneous Metal – Paint Black;
 - 4.3.2.5.5. Colored Concrete Block (integral color);
 - 4.3.2.5.6. Awnings or horizontal metal canopies - Standing-seam metal. Awnings shall be black, corporate identity color, or other colors as permitted by the City's architectural design ordinance;
 - 4.3.2.5.7. Coping – Kawneer 500 finish to match adjacent cornice material;
 - 4.3.2.5.8. Storefront – Clear anodized aluminum with clear insulating glass;
 - 4.3.2.5.9. Metal roofing – Standing seam metal (Kawneer 500 Finish).
- 4.3.2.6. The following exterior building materials shall not be permitted:
 - 4.3.2.6.1. Fabric awnings;
 - 4.3.2.6.2. EIFS material less than 36 inches above grade;
 - 4.3.2.6.3. Cast concrete panels, unless such panels are articulated with decorative reveals and coated to simulate a textured stucco appearance;
 - 4.3.2.6.4. Exposed neon tubing as building decoration.
- 4.3.3. Screening**
 - 4.3.3.1. All rooftop mechanical units and equipment shall be screened from view from public rights-of-way.
 - 4.3.3.2. Dumpster and service areas shall be screened as follows:
 - 4.3.3.2.1. Landscaping for a softening effect or a solid screen can be of shrubs or climbing vines, which provide color and texture; and
 - 4.3.3.2.2. All utility service not screened within a solid, screen wall or fence shall have a natural evergreen screen which completely screens the utility service view from public areas upon installation.
 - 4.3.3.3. Screening along the northern boundary of the Property shall be provided consistent with the Master Development Plan. Screening shall be required until such time that the adjoining property to the North and Northeast are zoned for commercial uses.
- 4.3.4. Pocket Park** – A pocket park shall be provided on the Property consistent with the Master Development Plan and Sidewalk Plan.
- 4.3.5. Sidewalks** – Sidewalks shall be installed on the Property consistent with the Sidewalk Plan (Exhibit J). Crosswalks will not be installed where access from arterial streets of SE 15th Street and Sooner Road is provided.
- 4.3.6. Site Lighting** – Site lighting shall be provided for the Property consistent with the Site Lighting Plan (Exhibit K). Site lighting shall be directional so as to minimize glare onto properties adjoining the Property.
- 4.3.7. Landscaping** – Landscaping materials shall be installed through the Property consistent with this Section. In addition, landscaping materials required for buffering and screening from adjoining uses shall be installed along the Property perimeter as required by the City's Zoning Ordinance and consistent with this Section.

- 4.3.7.1. **Landscape Standards** - The following landscape standards shall apply to all parcels. Shrubbery and ground covers shall be used in mass plantings to provide variety and contrasting visual effect in color, shapes, and texture. Irrigation must be supplied to assure survival of the plant material and ease in the maintenance of the site.
- 4.3.7.2. **Landscape – Design Criteria**
- 4.3.7.2.1. Minimum Pervious Area Requirements:
- 4.3.7.2.1.1. For each parcel developed, the maximum area for both building and paved area cannot exceed 90%. Pervious area must be at least 10%. The pervious area shall be landscaped with trees, shrubs, and grass.
- 4.3.7.2.1.2. Total landscaping expenditures for a lot must be a minimum of \$25,000/acre for outparcels, and \$10,000/acre for all anchor store and remaining developer retail tracts. Total landscaping expenditures shall be limited to materials and labor for all in-ground landscaping, irrigation, planters, and other landscaping materials. Expenditures shall not include cost of professional fees, hardscape paving, and maintenance.
- 4.3.7.2.2. Plant Materials
- 4.3.7.2.2.1. Trees shall be species having a minimum mature spread ranging from 15' to 40' and with a minimum mature height of 20' and installation size of 2 ½" minimum calibers at 3" above base.
- 4.3.7.2.2.2. Evergreen trees shall have a minimum of 7' -9' in height when installed.
- 4.3.7.2.2.3. Flowering trees shall be a 2" minimum caliber when installed.
- 4.3.7.2.2.4. Shrubs used for screening purposes shall be minimum of 2' in height and 18" in width at installation.
- 4.3.7.2.2.5. Flower beds are encouraged and shall be planted in acceptable areas to create color, texture, and interest.
- 4.3.7.2.2.6. Refer to Section 0 for listing of acceptable plant materials.
- 4.3.7.3. **Types of Landscaped Areas**
- 4.3.7.3.1. A planted area between the designated walk and adjacent vehicular drives shall be provided.
- 4.3.7.3.2. Curbed island at the end of every double row of parking and equal to the parking space length shall be provided.
- 4.3.7.3.3. Landscaping shall be provided at perimeter of parking areas.
- 4.3.7.3.4. Landscaping shall be provided at base of building, between building and parking areas.
- 4.3.7.3.5. Plant Maintenance Requirements – all landscaped areas shall be maintained to provide clean, attractive grounds.
- 4.3.7.4. **Hardscape Amenities**
- 4.3.7.4.1. Site furnishings such as benches, waste receptacles, tables, bike rack, etc. shall be in character with the building architecture and the surrounding landscaping.
- 4.3.7.4.2. A minimum of one (1) 5'-0" long bench and one (1) trash receptacle with ash urn shall be provided at each outparcel building front entrance.
- 4.3.7.4.3. Solid concrete paving shall be stamped or tooled to form a scaled down pattern.

4.3.7.5. Permitted Landscaping Materials

LARGE TREES – SINGLE AND MULTI-TRUNK

Autumn Applause Ash
Urbanite Ash Lacebark Elm Chinese Pistache
Greenspire Linden
Green Vase Zelkova
Shumard Oak
Autumn Blaze Maple
Green Mountain Maple
Legacy Maple Autumn Purple
Ash Bloodgood London
Planetree English Oak
Fruitless Sweetgum
Black Gum
Hackberry
Burr Oak
Heritage Birch

SMALL/FLOWERING ACCENT TREES – SINGLE TRUNKS

Capital Pear
Redspire Pear
Cleveland Select Pear (Chanticleer Pear)
Oklahoma Redbud
Texas White Redbud
Forest Pansy Redbud
Yoshino Cherry
Kousa Dogwood
Common Chokecherry
Some Crabapple Species

EVERGREEN TREES

Blue Atlas Cedar
Scotch Pine
Austrian Pine
Loblolly Pine
Slash Pine
Live Oak
Bracken's Brown Beauty & Select #3 So.
Magnolia
Merrill Magnolia

UPRIGHT EVERGREEN ACCENTS

Nellie R. Stevens Holly
Foster's Holly
DWF Alberta Spruce
DWF Bosnian Pine (DWF Austrian)
Cailf Incense Cedar
Hoopsi Spruce
Emily Brunner Holly

EVERGREEN SHRUBS

Nellie R. Stevens Holly
Manhattan Euonymus
Otto Luyken's Laurel
DWF Yaupon Holly Pride of Houston
Greenmound Juniper
Broadmoor Juniper
Shore Juniper
Prince of Wales Jun.
Harbor DWF Nandina
Gulfstream Nandina
Santolina
Abelia
Japanese Spreading Yew
Blue Hollies
Wintergreen Boxwood

DECIDUOUS SHRUBS

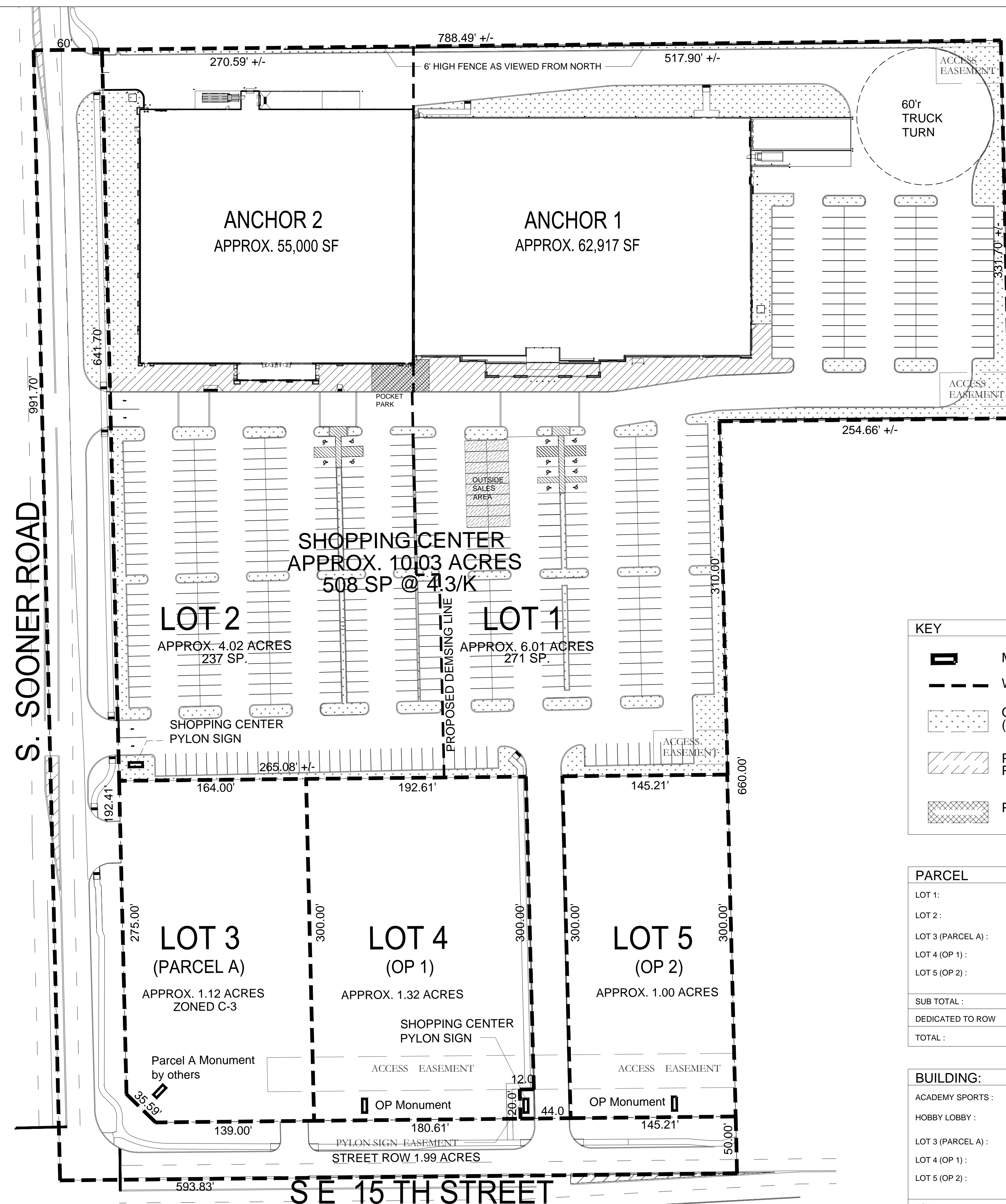
Dwarf Burning Bush
Goldmound Spiraea
Hosta
Gro-Low Sumac Dwarf
Crape Myrtle
Limemound Spiraea
Compact Butterfly Bush
Pygmy Barberry
Rosy Glow Barberry
Blue Mist Caryopteris
Meidiland Rose
Dwarf Kelsey Dogwood

MULTI-TRUNK ACCENT TREES/SHRUBS

Chase Tree
Saucer Magnolia
Red Osier Dogwood (Red Twig)
Yaupon Holly
American Holly
Warren's Red Delicious Holly
AmurMaple Serviceberry Crapemyrtle
Royal Star Magnolia
Cockspur Hawthorn
Viburnum

GROUNDCOVER

Big Blue Liriope
Coloratus
Ajuga
Dwarf Mondo Grass
Vinca Minor



S. SOONER ROAD

SE 15 TH STREET

MASTER DEVELOPMENT PLAN

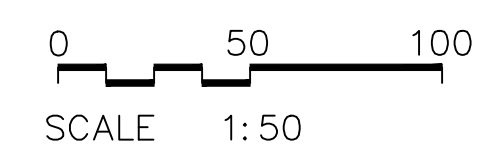
NOTE: BUILDINGS, ROADS, PAVEMENT CONFIGURATION IN THE SHOPPING CENTER AREA ARE GRAPHIC IN NATURE AND SUBJECT TO CHANGE.

KEY

- MONUMENT SIGN
- WOOD SCREEN WALL
- OPEN AREA (MIN. 10% REQ'D)
- PEDESTRIAN PATH
- POCKET PARK

PARCEL	ACREAGE
LOT 1:	APPROX. 6.01 AC.
LOT 2:	APPROX. 4.02 AC.
LOT 3 (PARCEL A):	APPROX. 1.32 AC.
LOT 4 (OP 1):	APPROX. 1.00 AC.
LOT 5 (OP 2):	APPROX. 1.12 AC.
SUB TOTAL:	APPROX. 13.47 AC.
DEDICATED TO ROW	APPROX. 1.98 AC.
TOTAL:	APPROX. 15.45 AC.

BUILDING:	AREA:	PARKING:
ACADEMY SPORTS:	62,917 SF	271 SP = 4.3 SP PER 1,000 SF
HOBBY LOBBY:	55,000 SF	237 SP = 4.3 SP PER 1,000 SF
LOT 3 (PARCEL A):	TBD	TBD
LOT 4 (OP 1):	TBD	TBD
LOT 5 (OP 2):	TBD	TBD
TOTAL:	117,917 SF	508 SP = 4.3 SP PER 1,000 SF



SOONER INVESTMENT
 Commercial and Investment Real Estate
 2301 West 44th Service P. Suite 100 Oklahoma City, OK 73112
 (405)842-0456 Fax: (405)840-2366

goppold architecture
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 Suite 700, Charlotte, NC 28204
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Sooner Rose Shopping Center
 15th and Sooner
 Midwest City, OK
EXHIBIT 'A'
MASTER DEVELOPMENT PLAN

PROJECT NO.
 14.003.00

DATE
 02-11-16

SHEET
 MDP-1

LEGAL DESCRIPTION
OVERALL DESCRIPTION – ZONING
DECEMBER 15, 2015

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

BEGINNING at the southwest corner of the said Southwest Quarter of Section 4;

THENCE North 01°20'38" West, along the west line of said Southwest Quarter, a distance of 991.70 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 848.49 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 331.70 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 254.66 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 660.00 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 593.83 feet to the POINT OF BEGINNING.

Said tract of land containing 673,313 square feet or 15.4571 acres more or less.

Prepared by:
Glen W. Smith PLS 993
Smith Roberts Baldischwiler, LLC
December 15, 2015

EXHIBIT "C"

RELATIONSHIP TO ABUTTING USES

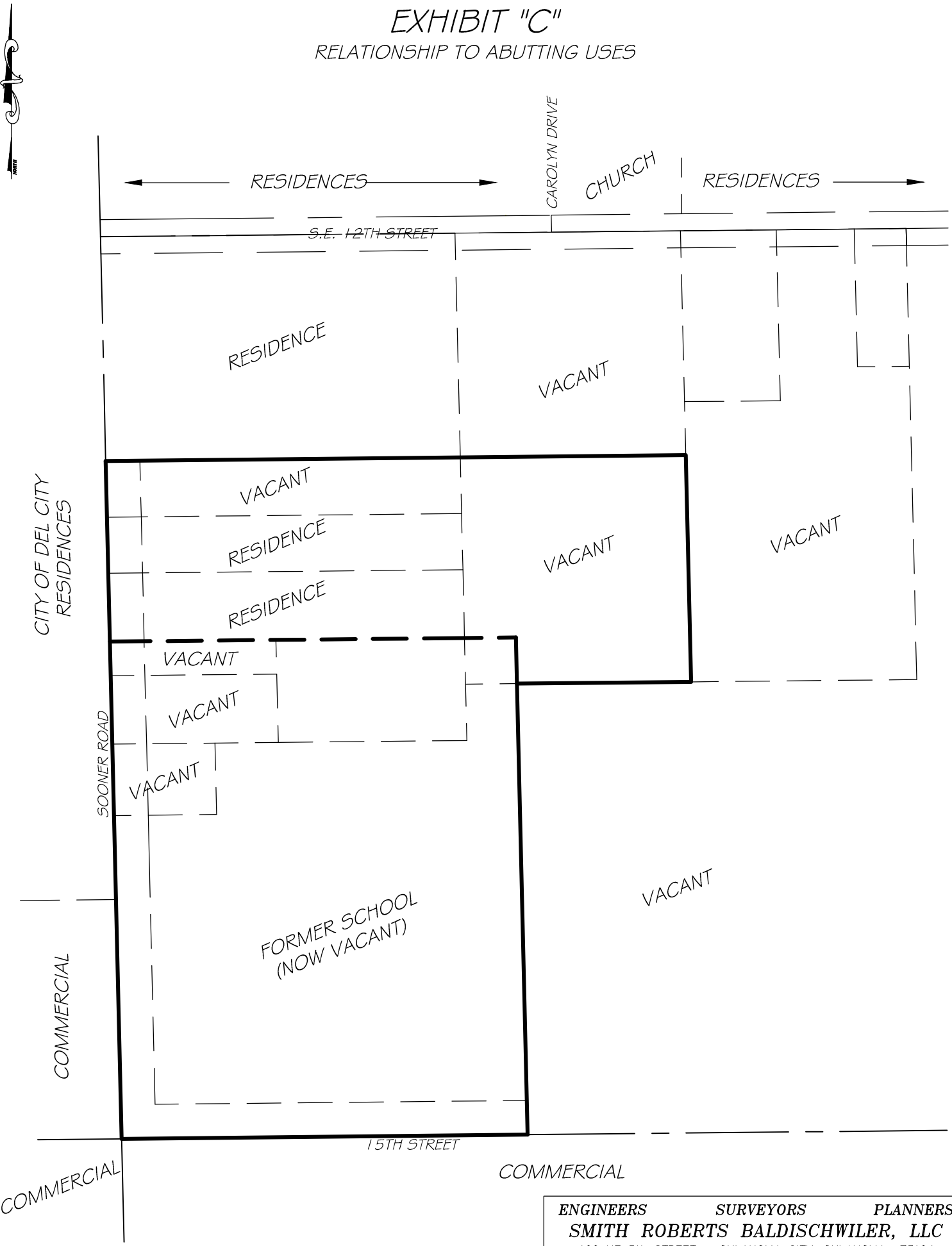
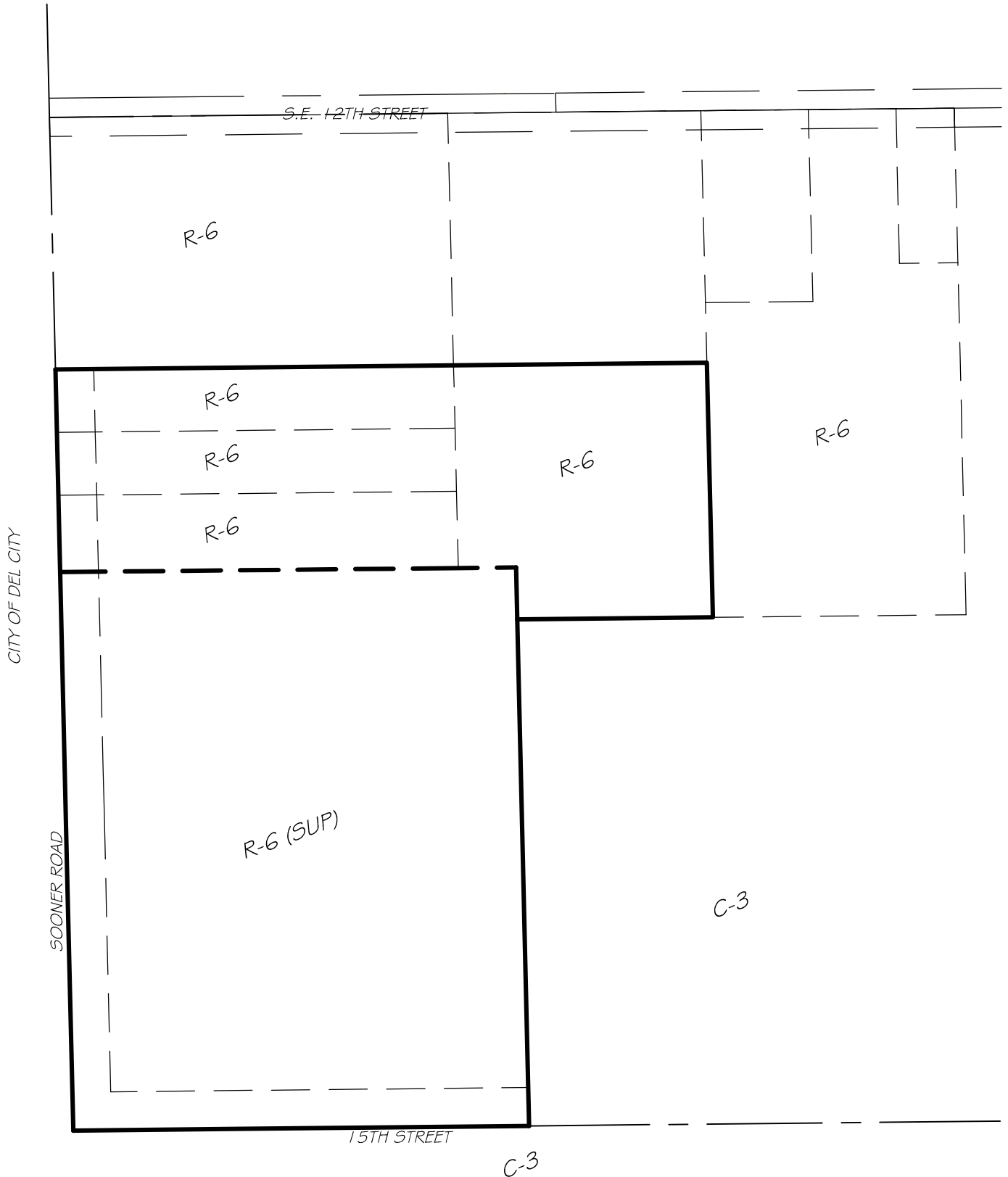


EXHIBIT "E"

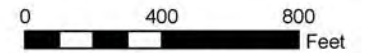
EXISTING AND ABUTTING ZONING CLASSIFICATIONS



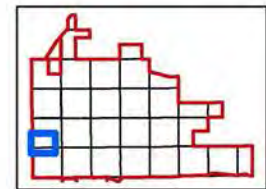
Area of Interest Storm Drainage Infrastructure

Legend

- Curb Inlets
- Inlets
- Junction Box
- Buried Manholes
- Outfalls
- Culverts
- Flumes
- Developed Channels
- Trickle Channels
- Undeveloped Channels
- Storm Lines
- City Limits



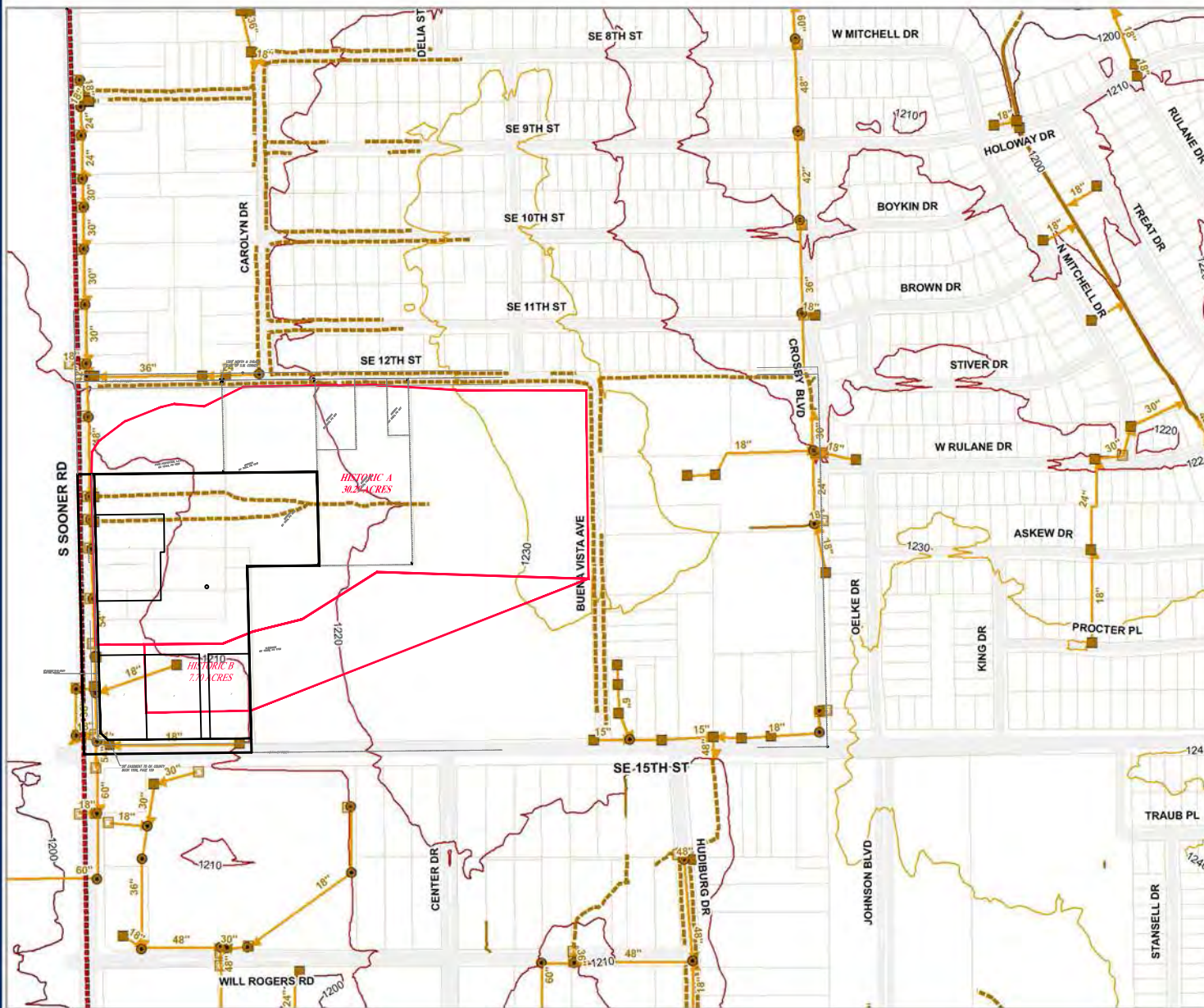
Map Date: April 8, 2014

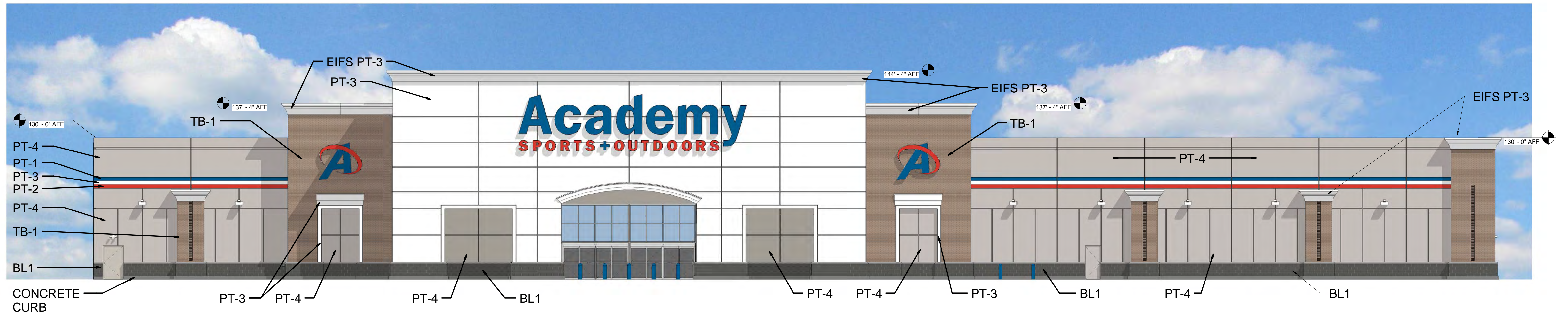


Disclaimer

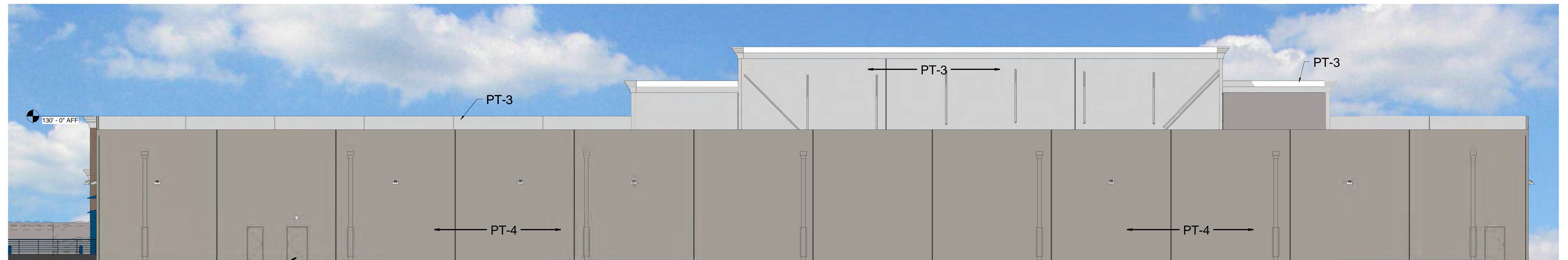
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EXHIBIT "F"





FRONT ELEVATION



BACK ELEVATION

ACADEMY'S COLORS

PAINT SELECTION

- PT-1 SW CM ACADEMY BLUE
- PT-2 SW CM ACADEMY RED
- PT-3 SW 7005 PURE WHITE
- PT-4 SW 7641 COLLONADE GRAY
- PT-5 SW CM ACADEMY DARK GRAY

THIN BRICK

- TB-1 METRO BRICK ARCHITECTURAL THIN BRICK - EMPIRE

BLOCK

- BL1 BURNISH BLOCK AND CAP - HEADWATERS - GRAYSTONE BLOCK

WALLS

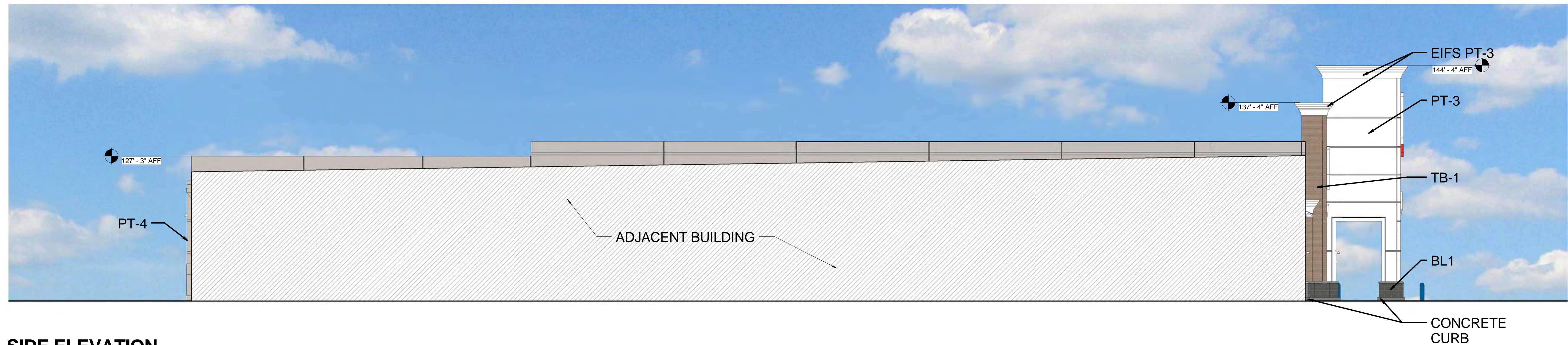
- CONCRETE TILT UP WALL PANEL - TEXTURED PAINT

RAMP AND STAIR DESIGNS SUBJECT TO CHANGE PENDING FINAL GRADING PLAN FROM CIVIL. GUARD RAILS AT RAMP AND STAIRS NOT SHOWN FOR CLARITY

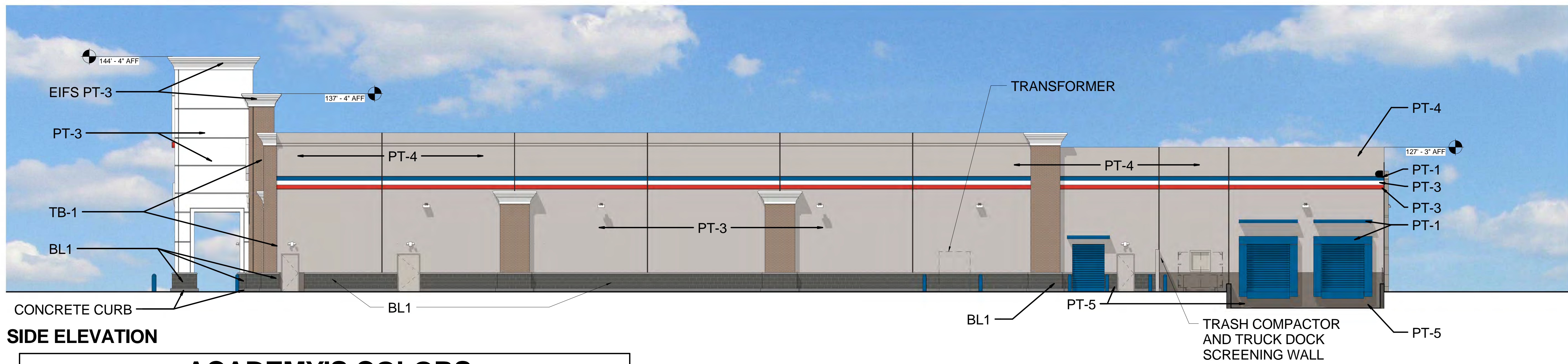
Academy

SPORTS + OUTDOORS

MIDWEST CITY, OK



SIDE ELEVATION



SIDE ELEVATION

ACADEMY'S COLORS

PAINT SELECTION

- PT-1 SW CM ACADEMY BLUE
- PT-2 SW CM ACADEMY RED
- PT-3 SW 7005 PURE WHITE
- PT-4 SW 7641 COLLONADE GRAY
- PT-5 SW CM ACADEMY DARK GRAY

THIN BRICK

- TB-1 METRO BRICK ARCHITECTURAL THIN BRICK - EMPIRE

BLOCK

- BL1 BURNISH BLOCK AND CAP - HEADWATERS - GRAYSTONE BLOCK

WALLS

- CONCRETE TILT UP WALL PANEL - TEXTURED PAINT

RAMP AND STAIR DESIGNS SUBJECT TO CHANGE PENDING FINAL GRADING PLAN FROM CIVIL. GUARD RAILS AT RAMP AND STAIRS NOT SHOWN FOR CLARITY

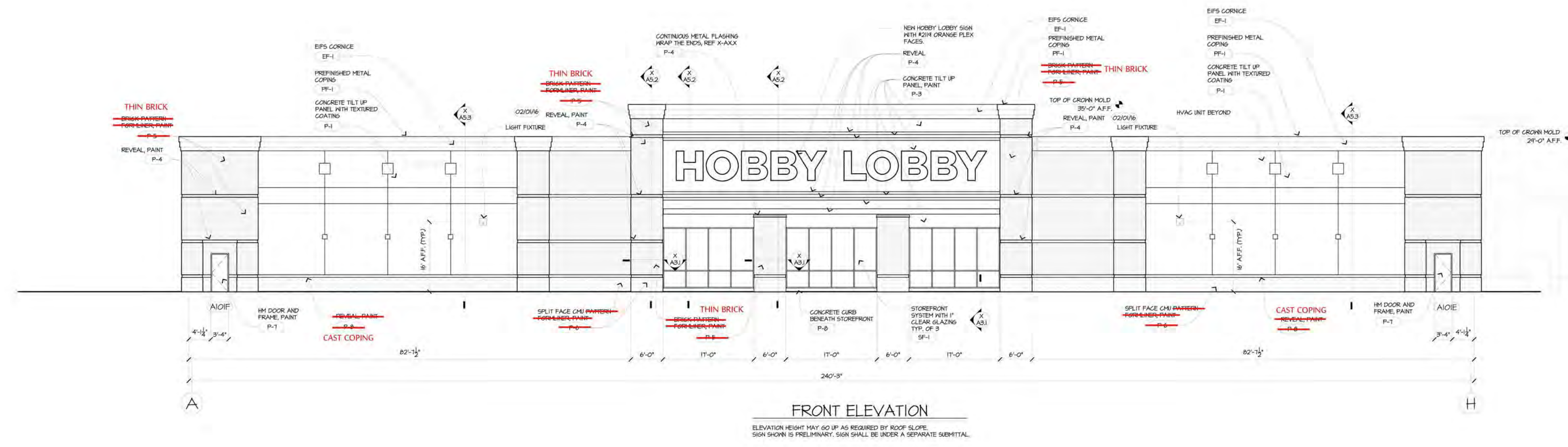
Academy
SPORTS + OUTDOORS
 MIDWEST CITY, OK

EXTERIOR MATERIALS LEGEND					
MARK	MATERIAL	MANUFACTURER	MODEL/STYLE	COLOR	REMARKS
EP-1	EPS	DRYVIT	PS SYSTEM	SH 1551 "GREEK VILLA" [1]	SAND FINISH
PF-1	PREFINISHED METAL	HUGOBON	TERMINEDGE TE-825	A-12 "ASGOT WHITE"	Z50 ALUMINUM
SF-1	STOREFRONT SYSTEM	KAWNEER	491 SERIES	"DARK BRONZE"	ANODIZED ALUMINUM
P-1	PAINT	SHERWIN-WILLIAMS	ULTRA-GRETE	SH 1506 "LOGGIA"	MEDIUM TEXTURE
P-2	PAINT	SHERWIN-WILLIAMS	AM-100 SERIES	SH 4084 "SAFETY YELLOW"	BOLLARDS
P-3	PAINT	SHERWIN-WILLIAMS	ULTRA-GRETE	SH 1504 "TIG HUT"	MEDIUM TEXTURE
P-4	PAINT	SHERWIN-WILLIAMS	AM-100 SERIES	SH 1551 "GREEK VILLA"	MEDIUM TEXTURE
P-5	PAINT	SHERWIN-WILLIAMS	ULTRA-GRETE	SH 6048 "TERRA BRUN"	NO TEXTURE
P-6	PAINT	SHERWIN-WILLIAMS	ULTRA-GRETE	SH 1024 "FUNCTIONAL GRAY"	NO TEXTURE
P-7	PAINT	SHERWIN-WILLIAMS	AM-100 SERIES	SH 1506 "LOGGIA" [2]	SEM-GLASS
P-8	PAINT	SHERWIN-WILLIAMS	ULTRA-GRETE	SH 1024 "FUNCTIONAL GRAY"	MEDIUM TEXTURE

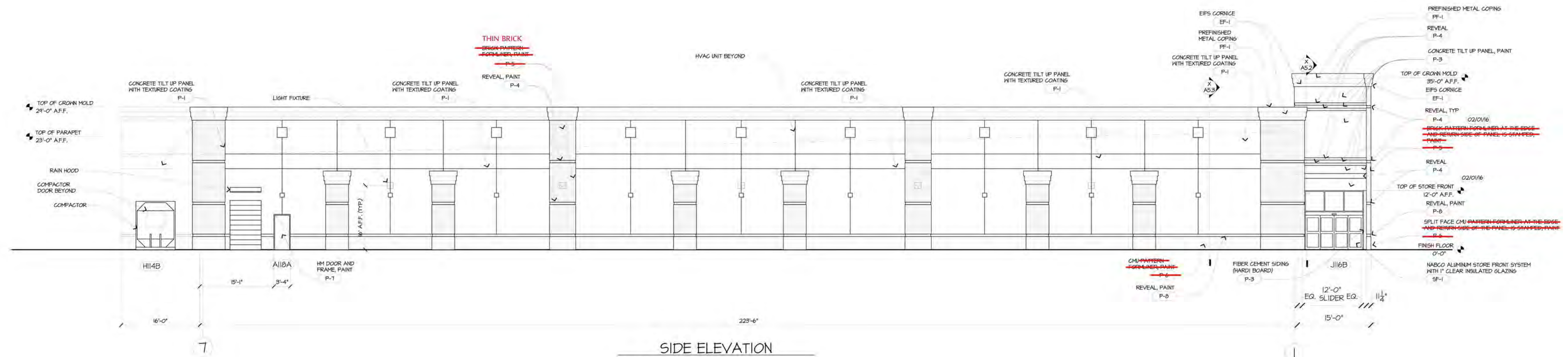
- NOTES:
1. COLORS NOTED ABOVE FOR EPS ARE SHERWIN-WILLIAMS COLORS - EPS TO MATCH THOSE COLORS.
 2. P-1 FOR ALL DOWNPOUTS, GUTTERS AND DOWNPOUT GUARDS UNLESS NOTED OTHERWISE.
 3. PAINT COLORS FOR ALL EXTERIOR STEEL DOORS AND FRAMES TO MATCH ADJACENT COLORS UNLESS NOTED OTHERWISE.
 4. SIGNAGE TO BE SUBMITTED UNDER SEPARATE PERMIT FROM BUILDING.
 5. ALL PAINTED EXTERIOR TILT-UP SURFACES TO RECEIVE ULTRA-GRETE COMMERCIAL APPLICATION PER MANUFACTURERS RECOMMENDATIONS AND PROCESSES PRIOR TO APPLICATION OF FINAL FINISH COLOR.
 6. GC TO OBTAIN HOBBY LOBBY APPROVAL ON MANUFACTURERS AND PATTERNS FOR BRICK AND SPLIT-FACE CM FORMLINERS.

ARCHITECTURAL LEGEND	
SYMBOL	DESCRIPTION
AMMA	DOOR TAG (COORDINATE WITH DOOR SCHEDULE) FIRST LETTER IS DOOR TYPE, THE NUMBER IS THE ROOM NUMBER AND THE LAST LETTER IS THE DOOR IDENTIFICATION FOR THE IDENTIFIED ROOM
DOOR IDENTIFIER	ROOM NUMBER AND DOOR TYPE
DOOR TYPE	
SECTION OR ELEVATION MARKER	

NOTE:
GC TO OBTAIN HOBBY LOBBY APPROVAL ON MANUFACTURER AND PATTERN OF BRICK AND SPLIT-FACE CM FORMLINERS.



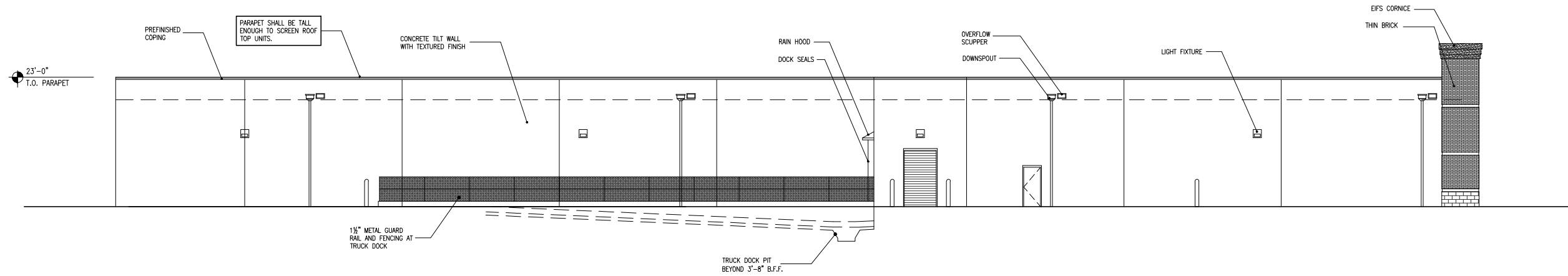
FRONT ELEVATION
ELEVATION HEIGHT MAY GO UP AS REQUIRED BY ROOF SLOPE.
SIGN SHOWN IS PRELIMINARY; SIGN SHALL BE UNDER A SEPARATE SUBMITTAL.



SIDE ELEVATION
ELEVATION HEIGHT MAY GO UP AS REQUIRED BY ROOF SLOPE.
SIGN SHOWN IS PRELIMINARY; SIGN SHALL BE UNDER A SEPARATE SUBMITTAL.

Frank A. Coppola
2/11/16

HOBBY LOBBY
Design and Development
7707 S.W. 44th St., Oklahoma City, OK 73179
Phone: (405) 745-7347 Fax: (405) 745-1772
Scale: 3/32"=1'-0" Date: 2/2/2016
Drawn by: ODLANIER GRAJALES
Store address: -
MIDWEST CITY, OK
STORE NO. 146
4 RELO



1 **ANCHOR 2 REAR ELEVATION**
SCALE: 3/64" = 1'-0"

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Sooner Rose Shopping Center
15th and Sooner
Midwest City, OK
ELEVATION

PROJECT NO.
14.003.00

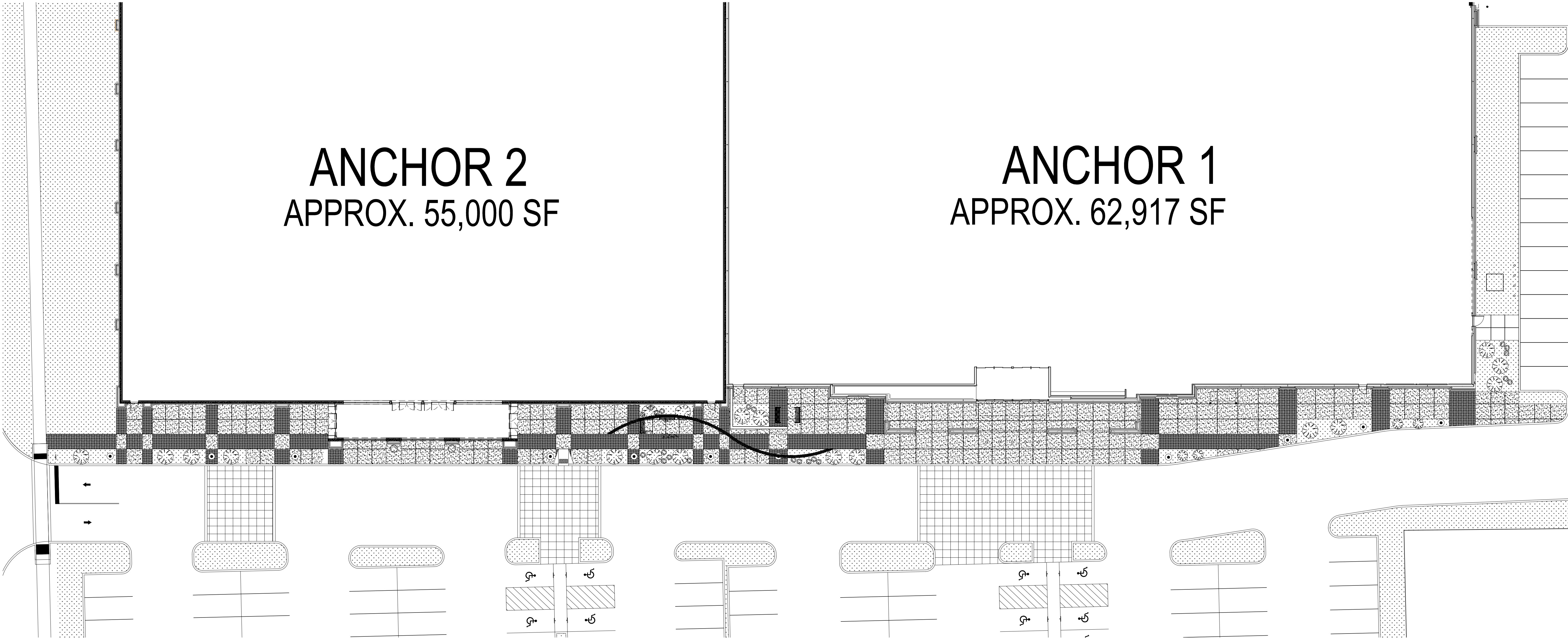
DATE
02-11-16

SHEET
47
HL-E-1

SOONER ROSE SHOPPING CENTER 15TH & SOONER MIDWEST CITY, OKLAHOMA

ANCHOR 2
APPROX. 55,000 SF

ANCHOR 1
APPROX. 62,917 SF



LEGEND	
	TRASH RECEPTACLE
	6" BENCH
	DECO LIGHT POLE
	TYPICAL LANDSCAPE AREA
	BASKETWEAVE PATTERN UNIT
	PAVERS "HOLLAND STONE"
	PLAZA STONE, ANTIQUE TERRA COTTA BLEND

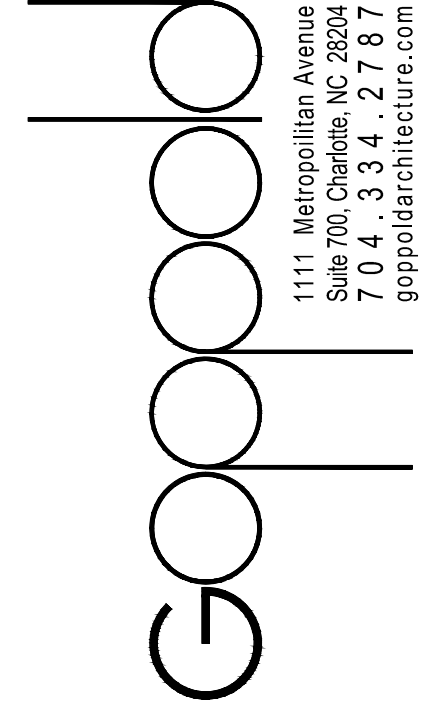
1 PLAZA PLAN
SCALE: 1:20



NOTE: BUILDINGS, ROADS, PAVEMENT CONFIGURATION IN THE SHOPPING CENTER AREA ARE GRAPHIC IN NATURE AND SUBJECT TO CHANGE.

**SOONER
INVESTMENT**
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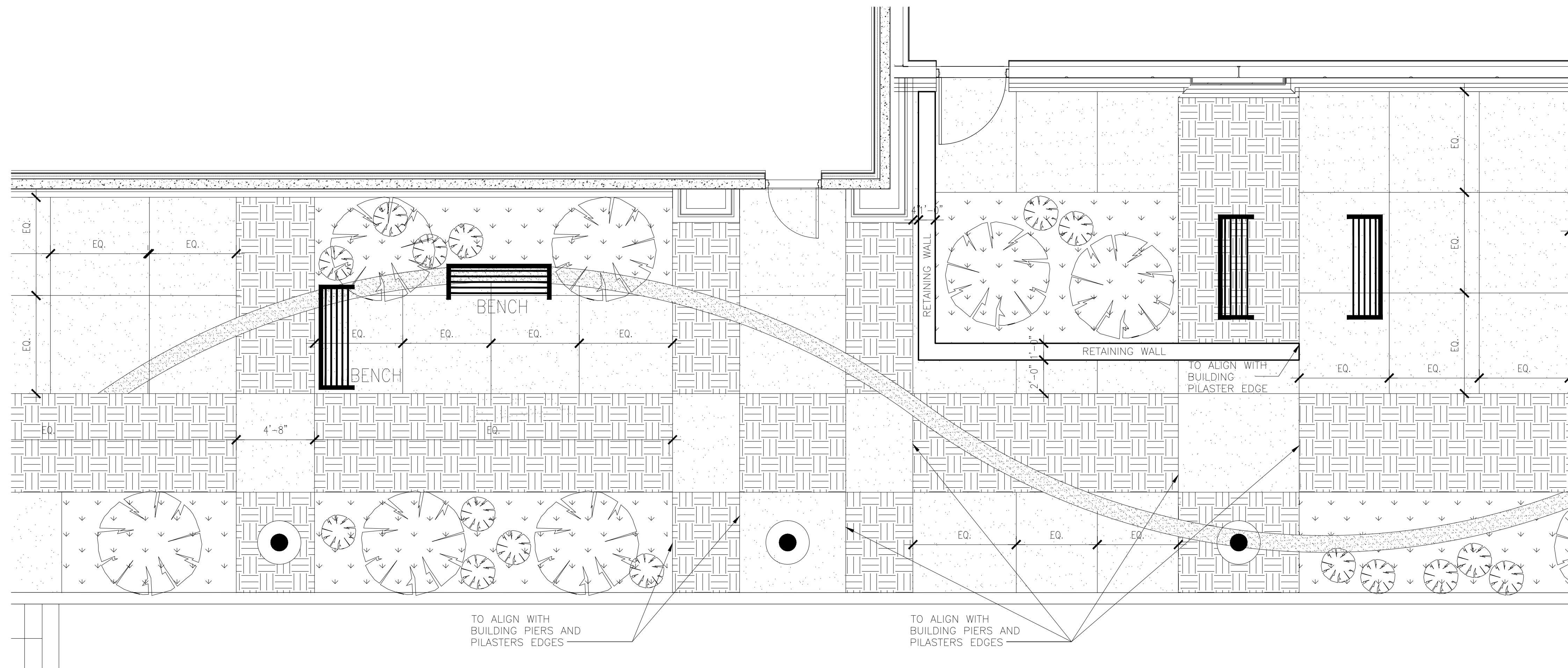
Sooner Rose Shopping Center
15th and Sooner
Midwest City, OK

EXHIBIT 'J-1'
SIDEWALK PLAN

PROJECT NO.
14.003.00

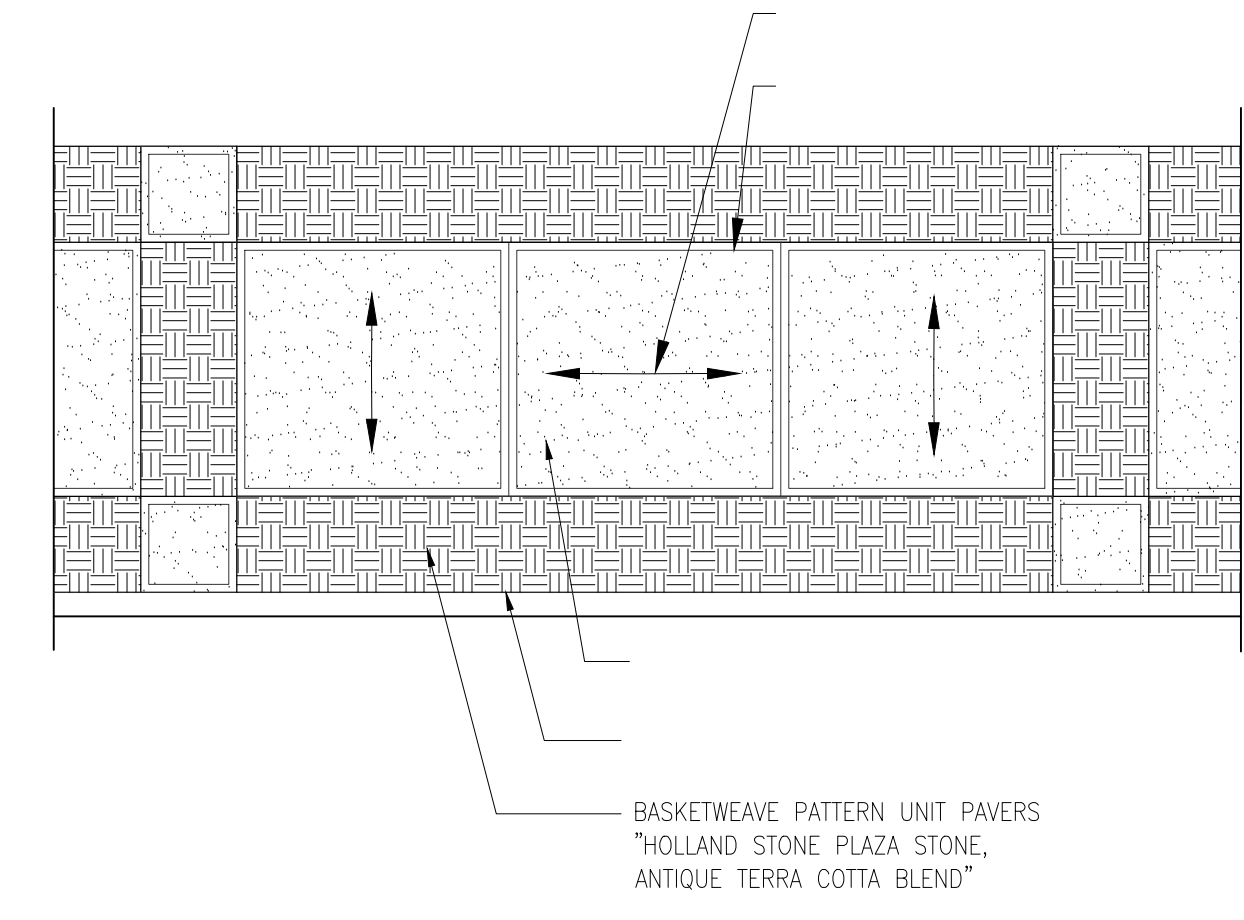
DATE
02-11-16

SHEET
ASP-1

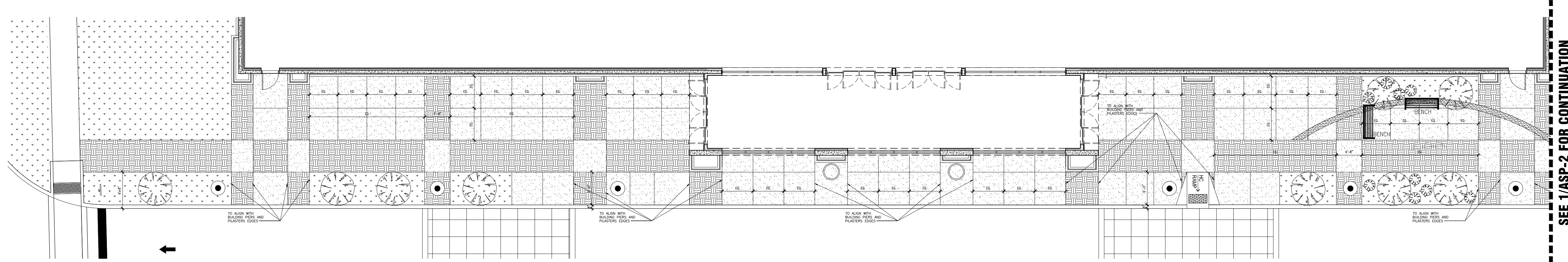


3 **POCKET PARK PLAN**
SCALE: 1/4" = 1'-0"

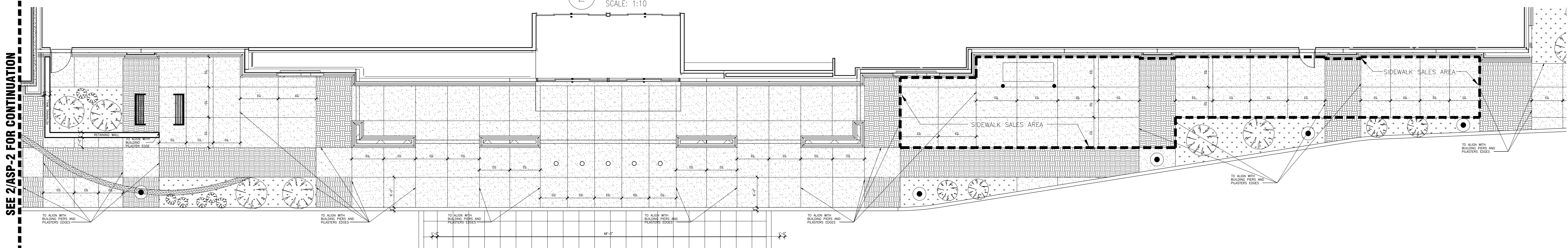
LEGEND	
	TRASH RECEPTACLE
	6' BENCH
	DECO LIGHT POLE
	TYPICAL LANDSCAPE AREA
	BASKETWEAVE PATTERN UNIT PAVERS "HOLLAND STONE PLAZA STONE, ANTIQUE TERRA COTTA BLEND"



4 **BROOM FINISH PATTERN**



2 **ENLARGED HOBBY LOBBY PLAZA PLAN**
SCALE: 1:10



1 **ENLARGED ACADEMY SPORTS PLAZA PLAN**
SCALE: 1:10

NOTE: BUILDINGS, ROADS, PAVEMENT CONFIGURATION IN THE SHOPPING CENTER AREA ARE GRAPHIC IN NATURE AND SUBJECT TO CHANGE.

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2301 West I-44 Service R. Suite 100 Oklahoma City, OK 73112
(405)842-0456 Fax (405)840-2366

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Suite 100 Oklahoma City, OK 73107
703.333.2887
goppoldarchitecture.com

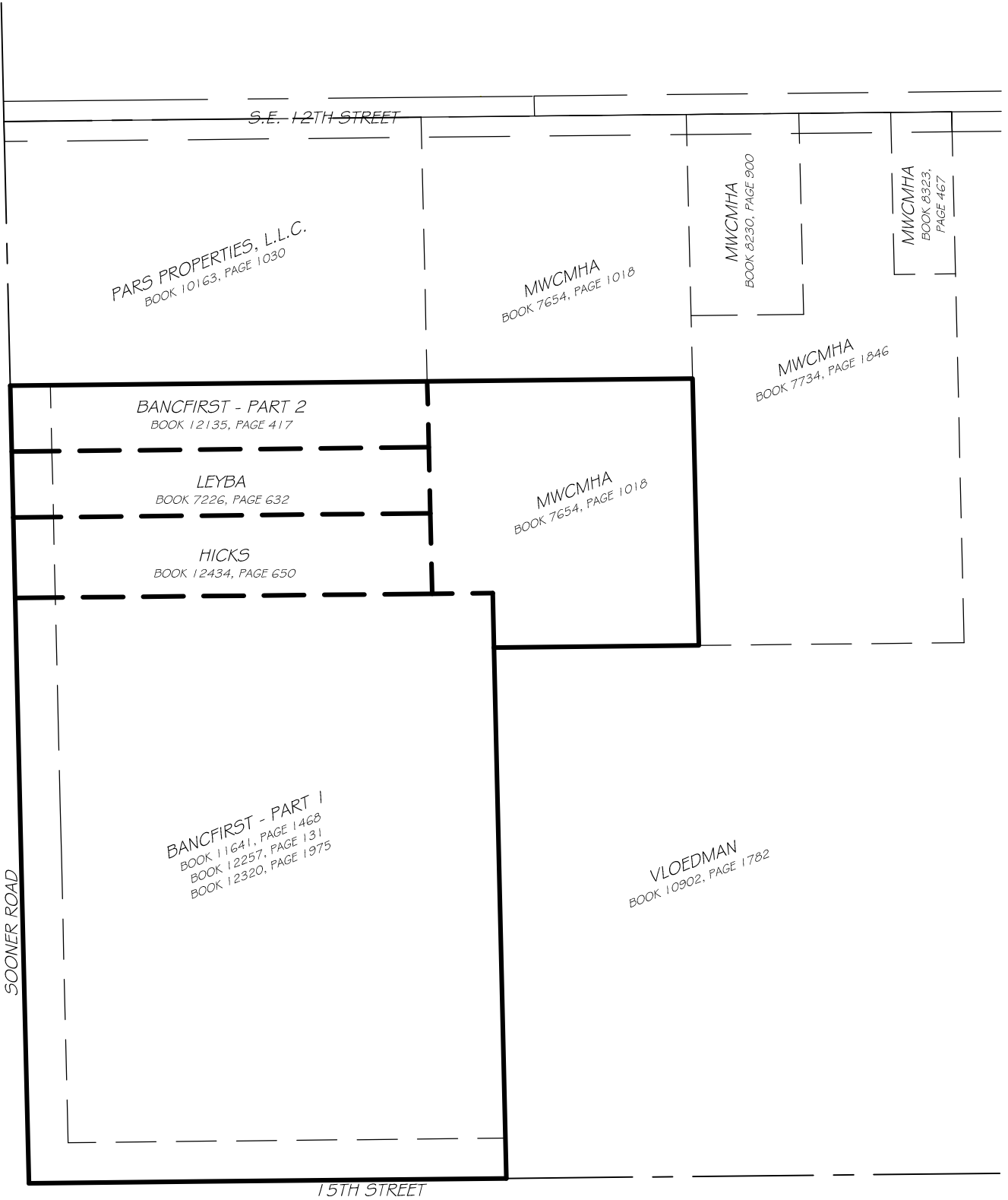
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Sooner Rose Shopping Center
15th and Sooner
Midwest City, OK
EXHIBIT 'J-2'
SIDEWALK PLAN

PROJECT NO.
14.003.00
DATE
02-11-16
SHEET
ASP-2

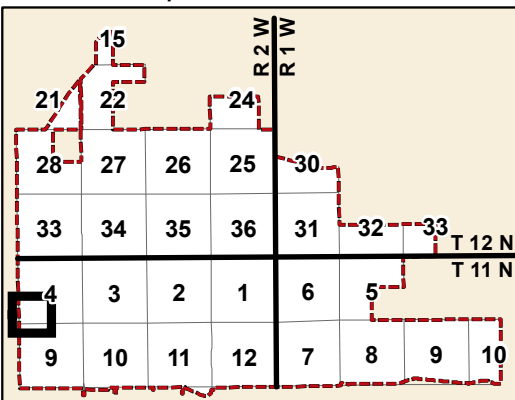
EXHIBIT "L"

CURRENT OWNERS OF PARCELS
WITHIN THE PROPERTY





Locator Map



**2013 DOP (AERIAL) VIEW FOR
PC-1865 / PC-1866
(SW/4, Sec. 4, T11N, R2W)**

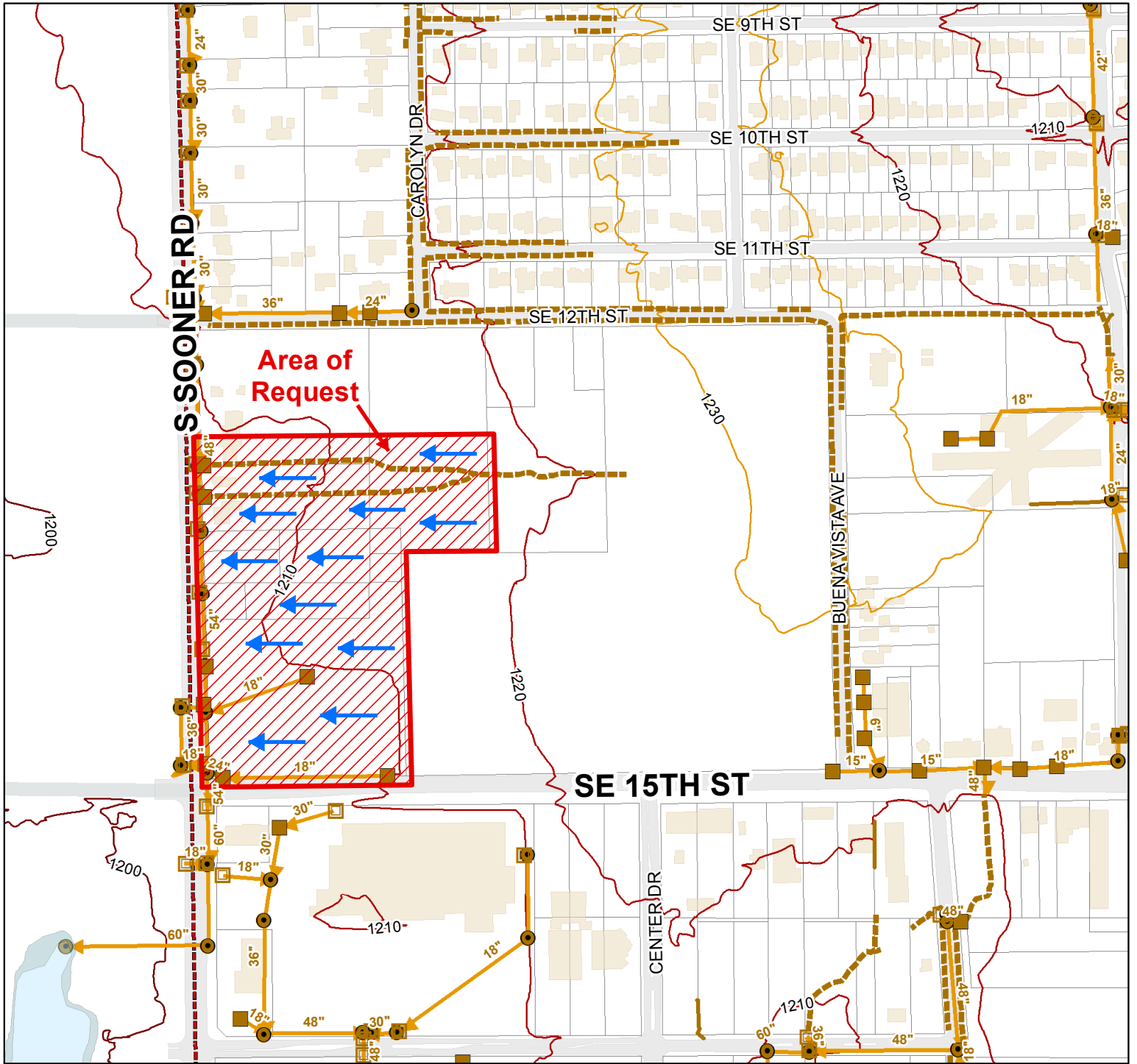


0 400 800 Feet

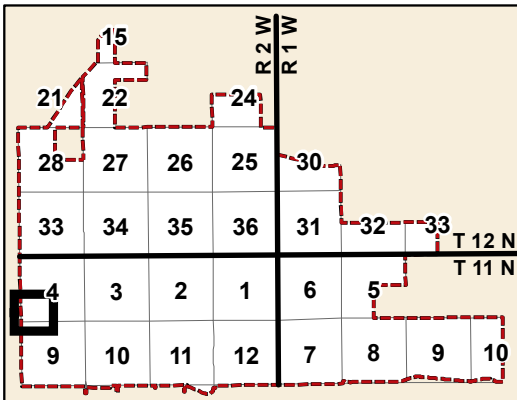


1 inch = 400 feet

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Locator Map

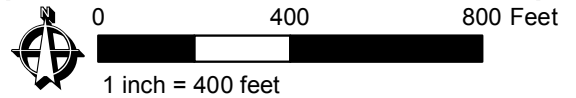


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

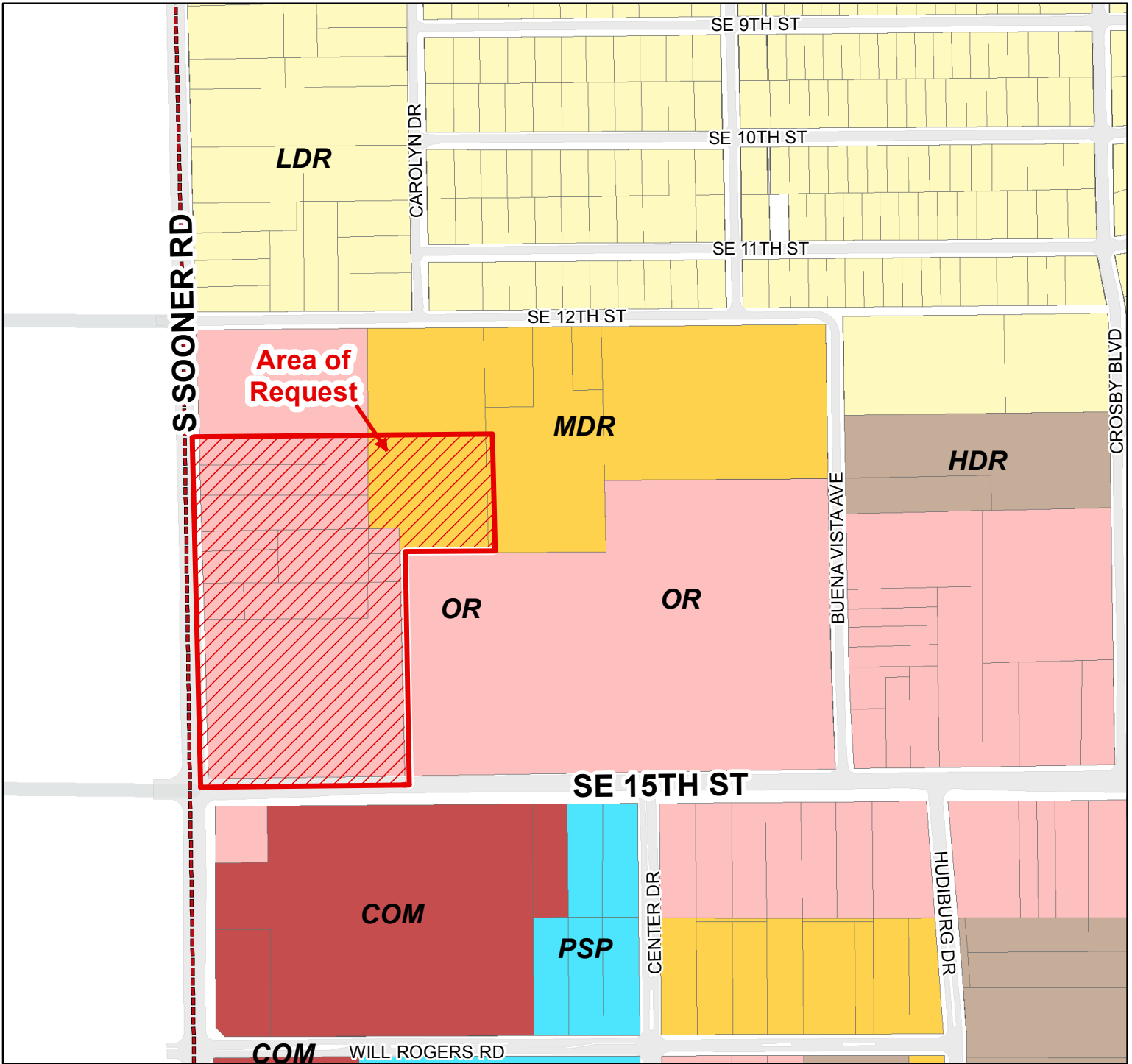
2009 FEMA Floodplains

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

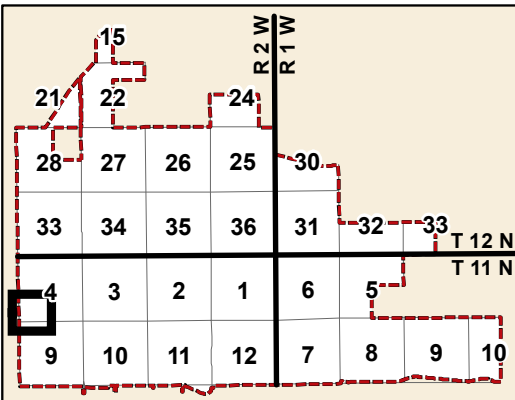
DRAINAGE LOCATION MAP FOR PC-1865 / PC-1866 (SW/4, Sec. 4, T11N, R2W)













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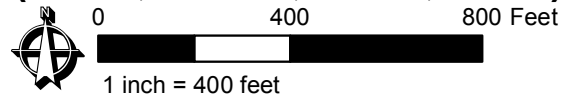
Locator Map



Future Land Use Legend

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

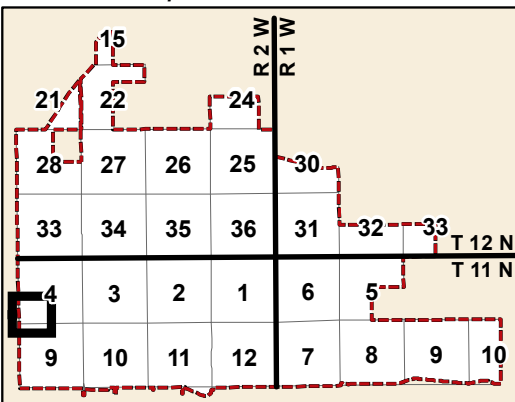
**FUTURE LAND USE
MAP FOR
PC-1865 / PC-1866
(SW/4, Sec. 4, T11N, R2W)**








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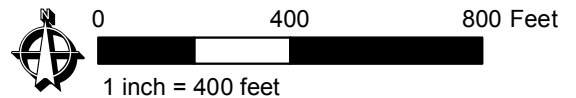
Locator Map



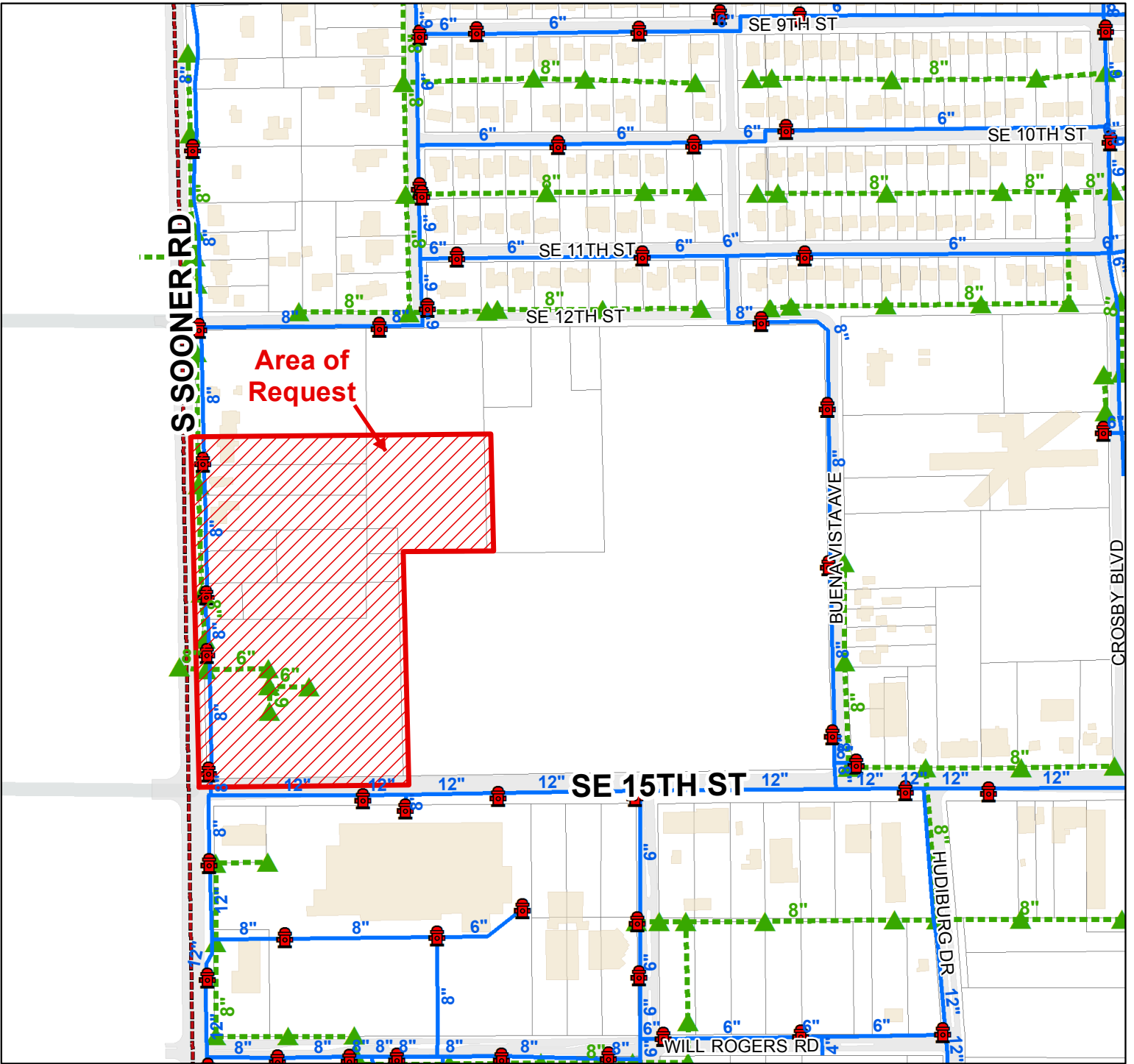
General Map Legend

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

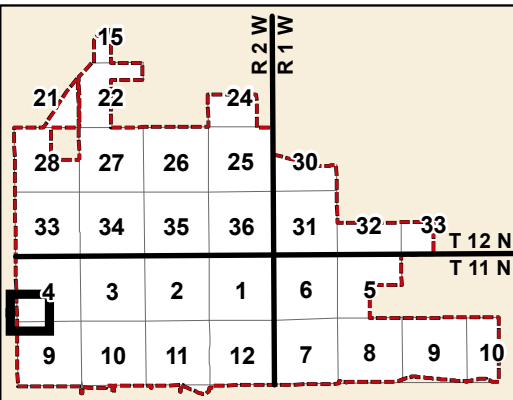
**GENERAL MAP FOR
PC-1865 / PC-1866
(SW/4, Sec. 4, T11N, R2W)**



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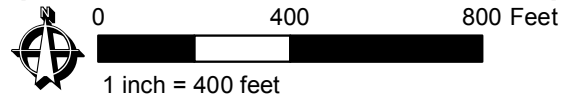
Locator Map



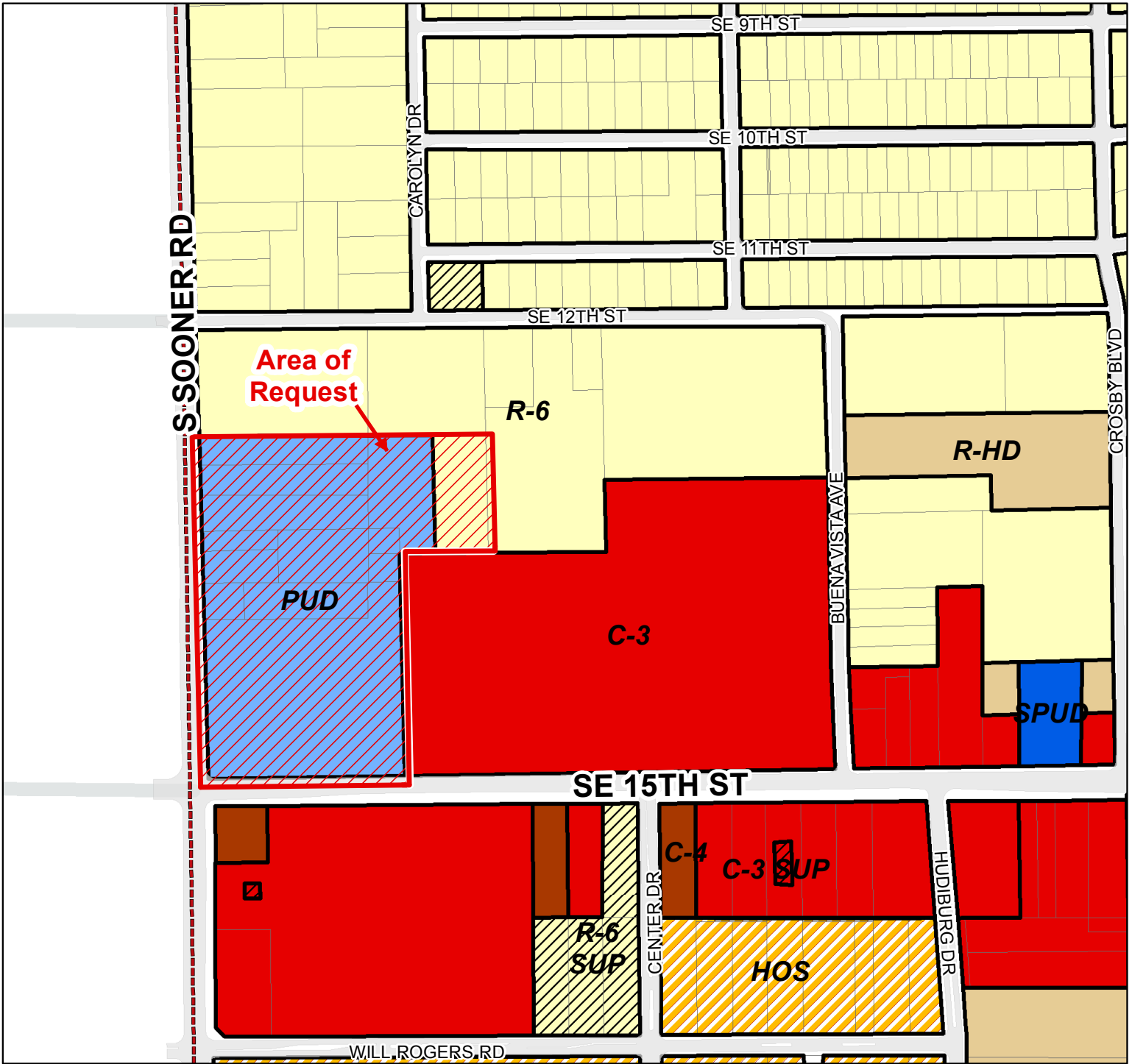
Water/Sewer Legend

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

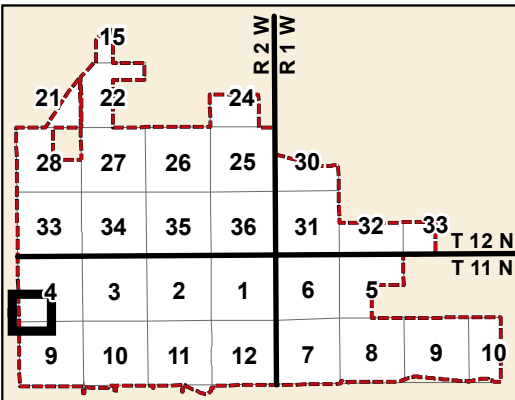
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1865 / PC-1866
(SW/4, Sec. 4, T11N, R2W)**



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Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-1865 / PC-1866 (SW/4, Sec. 4, T11N, R2W)



0 400 800 Feet



1 inch = 400 feet

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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 City Council

From: Billy Harless, Community Development Director

Date: February 23, 2016

Subject: (PC-1865) Public hearing with discussion and consideration of approval of the Sooner Rose Preliminary Plat for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, located on the northeast corner of South Sooner Road and SE 15th Street, City of Midwest City, Oklahoma County, Oklahoma.

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

Owner: Midwest City Memorial Hospital Authority, BancFirst, Angela Leyba and Constance Hicks Revocable Trust

Applicant: Sooner Investment Group, Inc

Proposed Use: re-development of site for commercial uses

Size:

The area of request has a frontage along SE 15th Street of approximately 593.83 feet and a depth of approximately 991.70 feet, containing an area of approximately 617,042 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – OR, Office / Retail and MDR, Medium Density Residential
North – OR, Office / Retail and MDR, Medium Density Residential
South – OR, Office / Retail and COMM, Commercial
East – OR, Office / Retail and MDR, Medium Density Residential
West – Del City

Zoning Districts:

Area of Request – PUD, Planned Unit Development Governed by the C-3 District
North – R6, Single Family Residential
South – C4, General Commercial and C3, Community Commercial
East - R6, Single Family Residential and C3, Community Commercial – R-6, Single
West – Del City

Land Use:

Area of Request – Vacant

North – Single family residence

South – Small commercial shops and Home Depot

East – Vacant

West – Gas station and commercial shops

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 was zoned R6, Single Family Residential with the adoption of the 1986 Zoning Ordinance and Map.
2. PC-1132 A Special Use Permit for a school was issued for a portion of this area in 1990.
3. PC-1837 – A preliminary plat was approved for the area of request. An application for a final plat was not submitted or approved.
4. February 2, 2016 – Planning Commission recommended approval.

Staff Comments:

Engineering Comments:

Water Supply and Distribution

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

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

The applicant proposes to construct a six (6) inch public water line loop through the site to provide additional service to the area of request.

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

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

Sanitary Sewer Collection and Disposal

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

An eight (8) inch public sewer main is located on the east side of Sooner Road in the street right-of-way extending along the west side of the area of request.

The applicant proposes to construct two, eight (8) inch public sewer line extensions into the site to provide additional service to the area of request.

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

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

Streets and Sidewalks

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

Access to the area of request is available from S.E. 15th Street and Sooner Road. S.E. 15th Street is classified as a secondary arterial street in the 2008 Comprehensive Plan. S.E. 15th Street is a four (4) lane, 48-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a secondary arterial street and presently, S.E. 15th Street has one hundred (100) feet of right-of-way adjacent to and parallel to the south side of the area of request. Sooner Road is classified as a primary arterial street in the 2008 Comprehensive Plan. Sooner Road is a four (4) lane, 48-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, Sooner Road has one hundred twenty (120) feet of right-of-way adjacent to and parallel to the west side of the area of request.

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

Street improvements are not required with this application.

Sidewalk improvements will be part of the upcoming Sooner Road construction project and are not part of this application. A sidewalk was recently installed along the frontage of S.E. 15th Street.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the east to the west. Currently, the area of request is undeveloped. 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.

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

A fifty four (54) inch public concrete storm pipe is located on the east side of Sooner Road in the street right-of-way extending along the west side of the area of request.

The applicant proposes to construct a private, underground drainage system and a detention pond to service the area of request.

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

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

Easements and Right-of-Way

The required easements and 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 Sooner Rose Preliminary Plat has been prepared in order to create five (5) individual lots. The entire plat encompasses approximately 14.16 acres. The sizes of the proposed lots are as follows:

- Lot 1: Approximately 6.06 acres
- Lot 2: Approximately 3.97 acres
- Lot 3: Approximately 1.12 acres
- Lot 4: Approximately 1.32 acres
- Lot 5: Approximately 1.00 acre

Access to the property will be via four (4) new curb cuts along S. Sooner Rd. and two (2) new curb cuts along SE 15th Street. None of the access points are proposed to be signalized. The preliminary plat does show limits of no access along the frontages of lots four (4) and five (5).

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

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

The final plat will also need to show 25' front building lines along both S. Sooner Road and SE 15th Street. There was discussion at the Planning Commission meeting regarding the 25' setback along S. Sooner Road. The applicant asked for a 21' building line along S. Sooner Road to ensure that the buildings, parking and drives would fit in the area of request. The Planning Commission recommended that a variance to the 25' building line not be granted. Since that meeting the applicant has agreed to comply with the 25' building line along S. Sooner Road as well as that along SE 15th Street.

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

Action Required: Approve or reject the Sooner Rose Preliminary Plat for the property as noted herein, subject to the staff comments and recommendations as found in the February 23, 2016, agenda packet, and as noted in PC-1865 file.

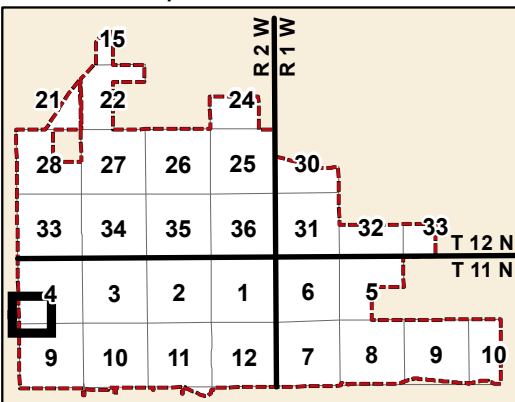


Billy Harless, AICP
Community Development Director

KG



Locator Map



**2013 DOP (AERIAL) VIEW FOR
PC-1865 / PC-1866
(SW/4, Sec. 4, T11N, R2W)**

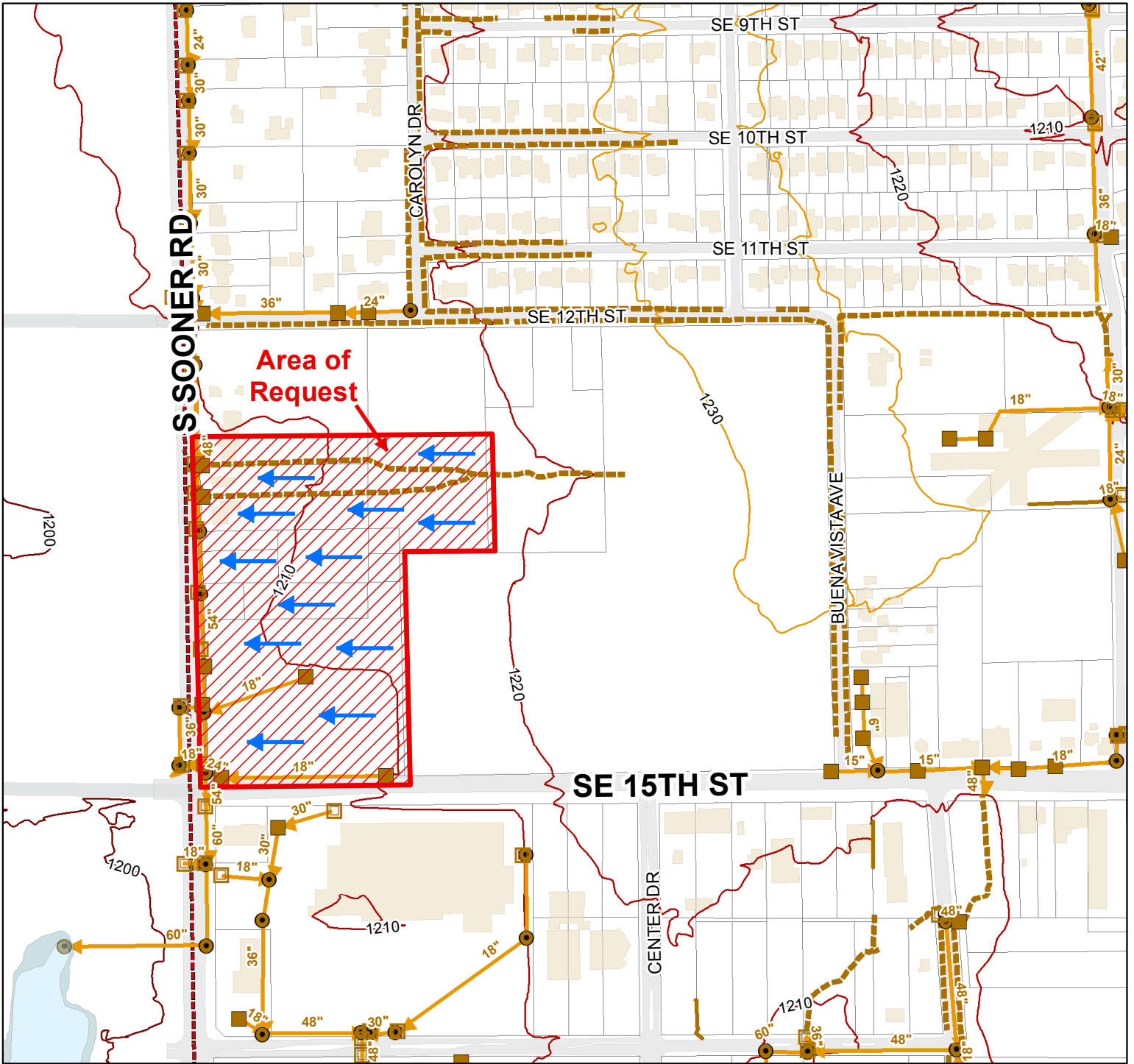


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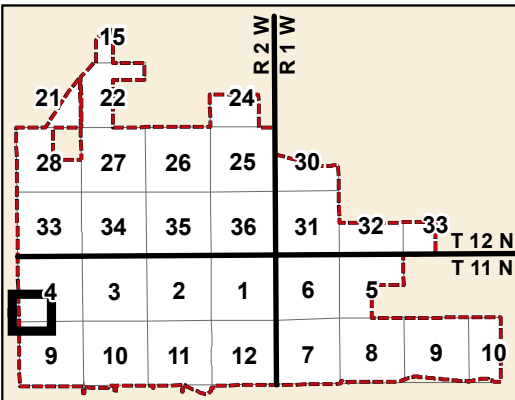


1 inch = 400 feet

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Locator Map

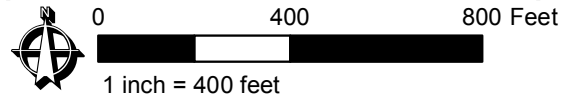


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

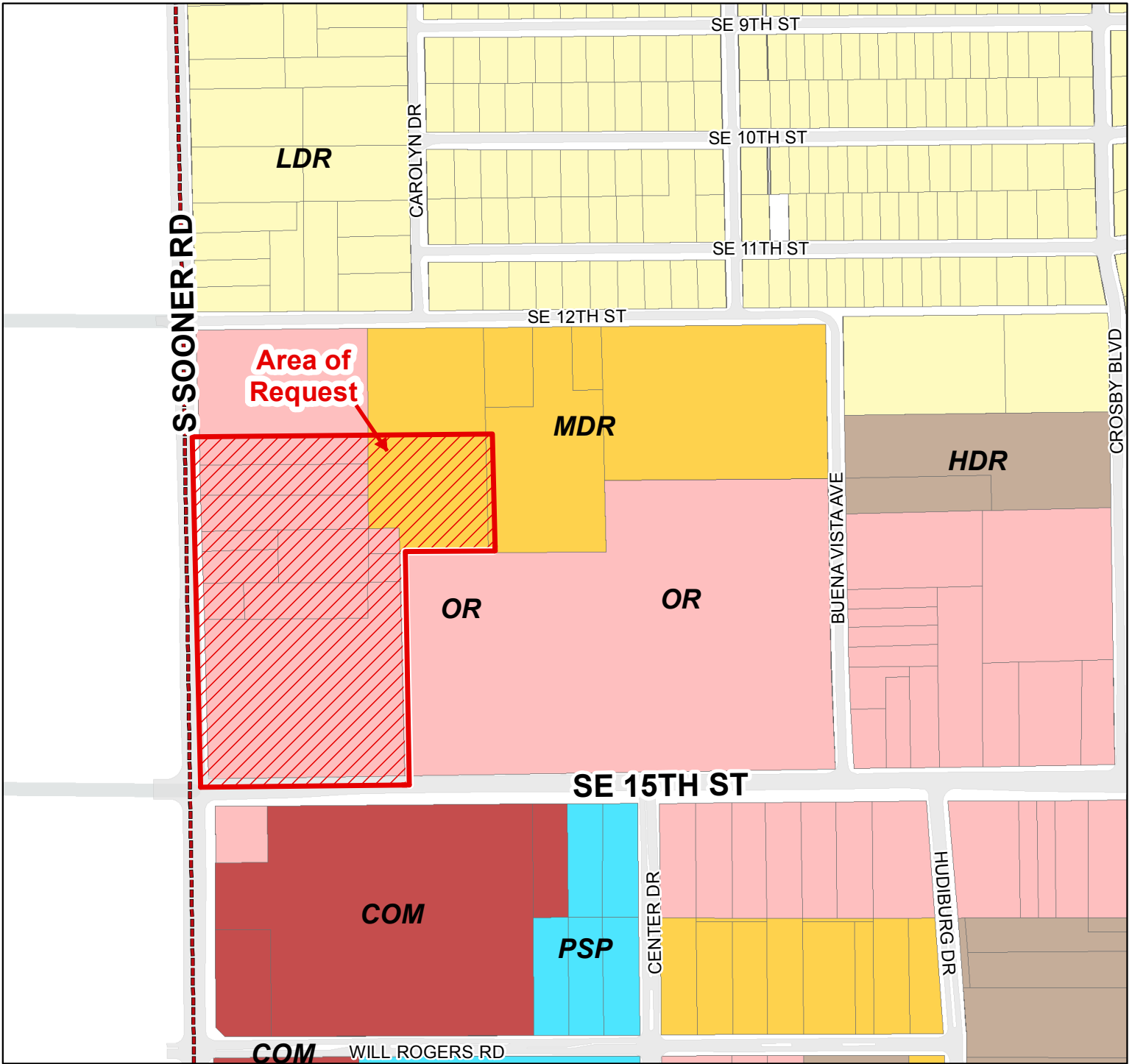
2009 FEMA Floodplains

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

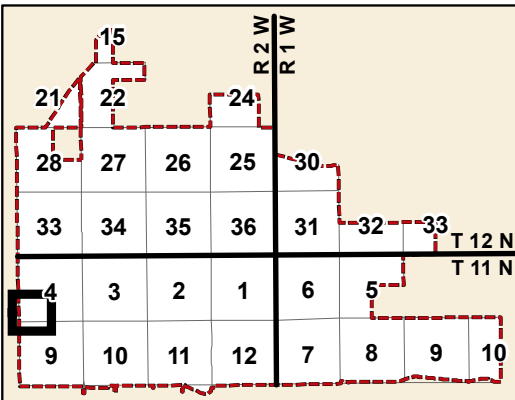
DRAINAGE LOCATION MAP FOR PC-1865 / PC-1866 (SW/4, Sec. 4, T11N, R2W)













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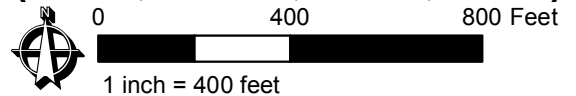
Locator Map



Future Land Use Legend

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

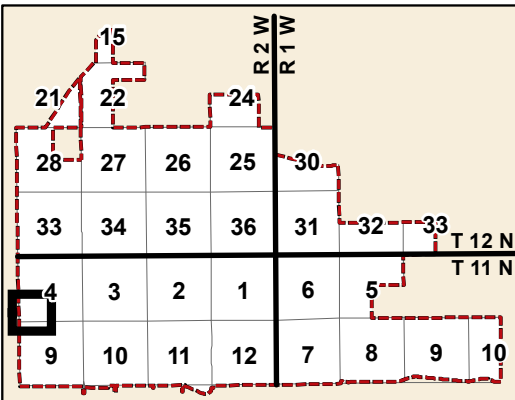
**FUTURE LAND USE
MAP FOR
PC-1865 / PC-1866
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


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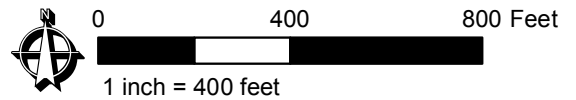
Locator Map



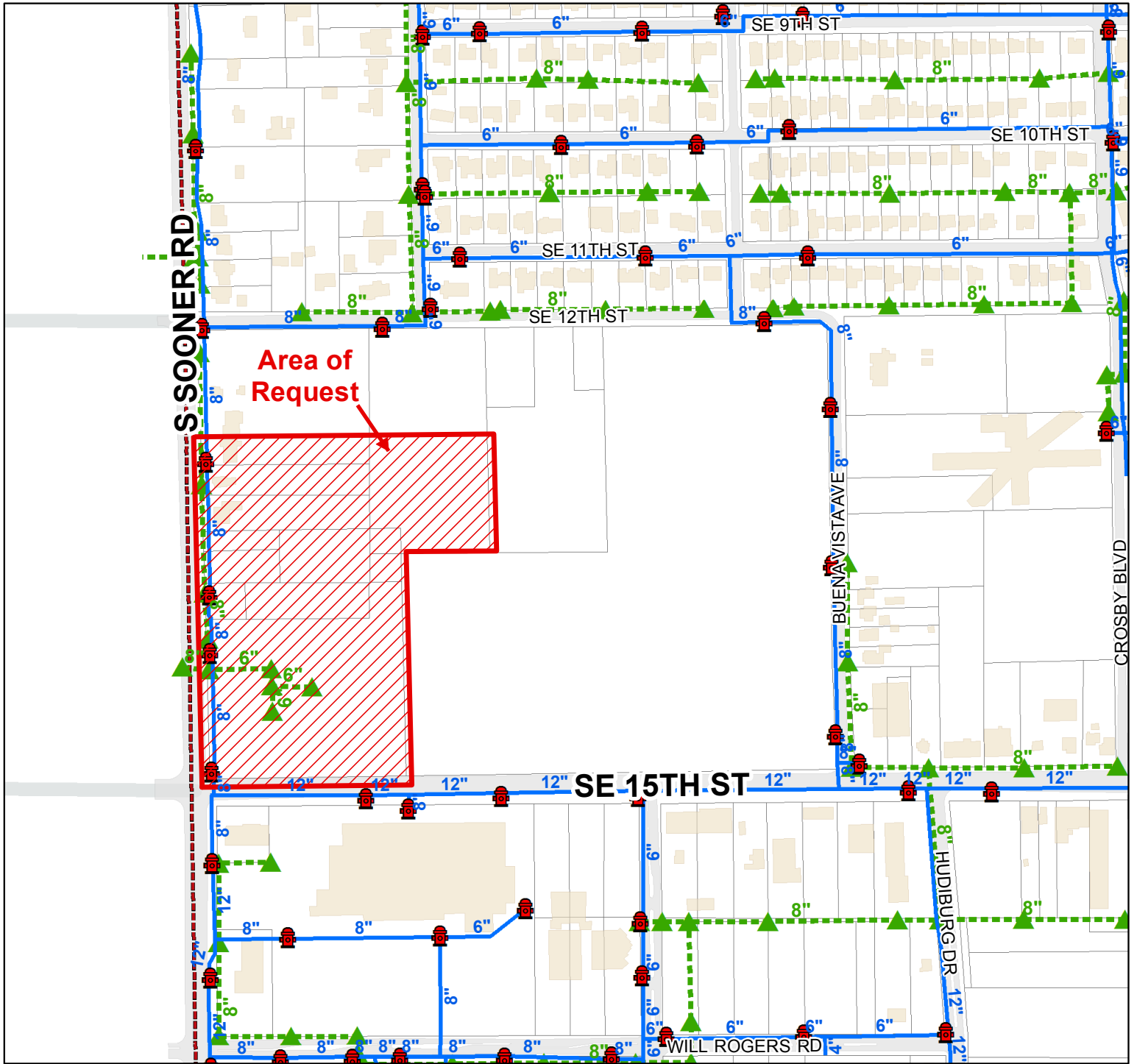
General Map Legend

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

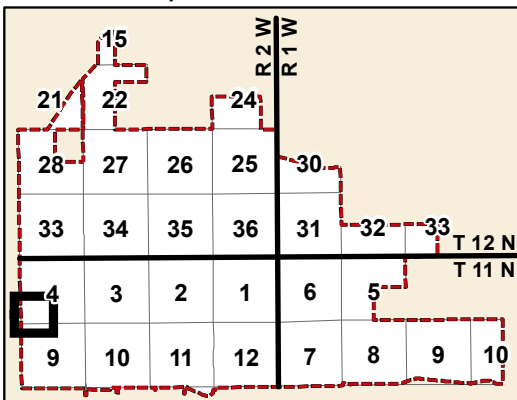
**GENERAL MAP FOR
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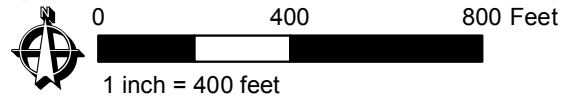
Locator Map



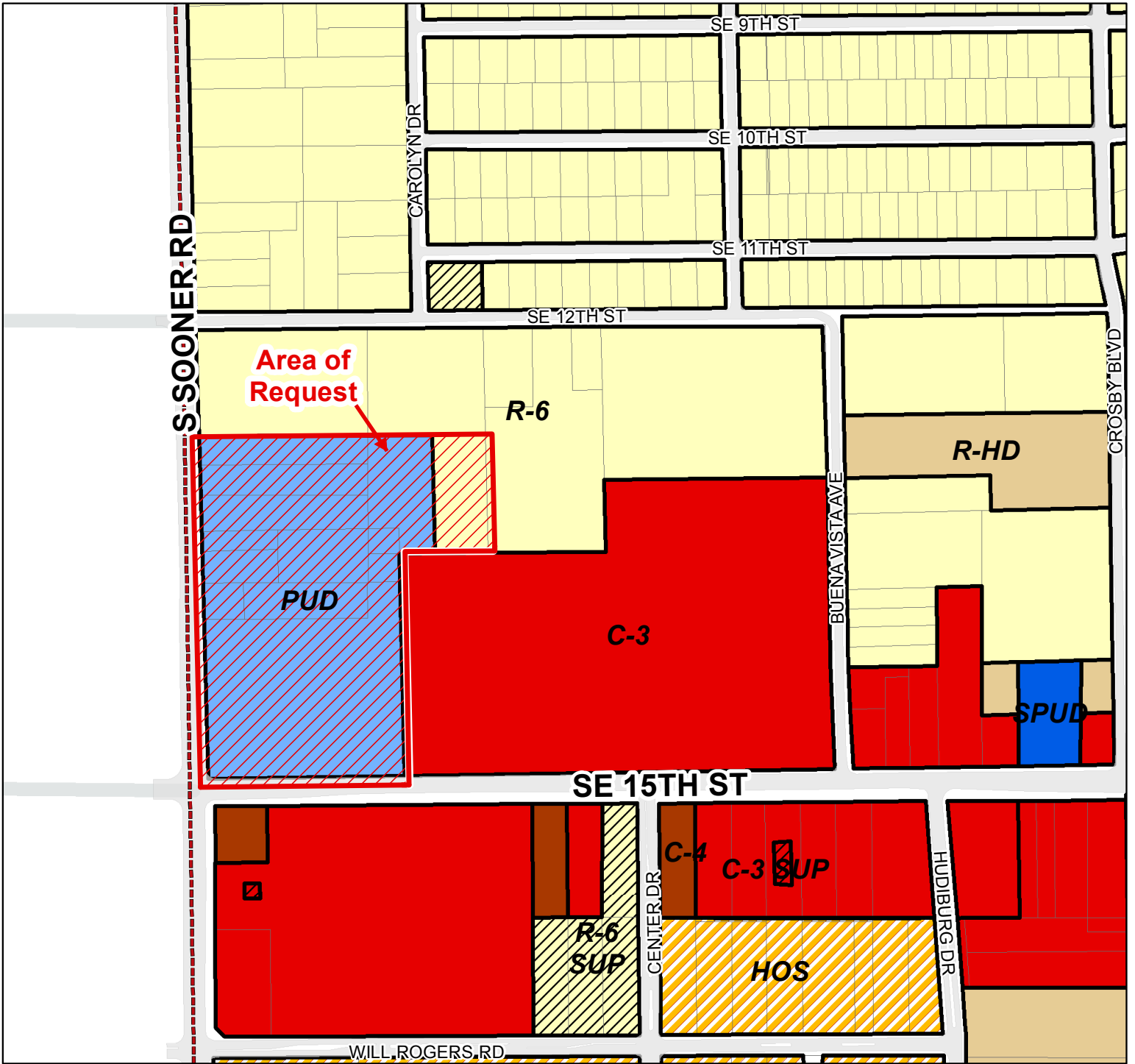
Water/Sewer Legend

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

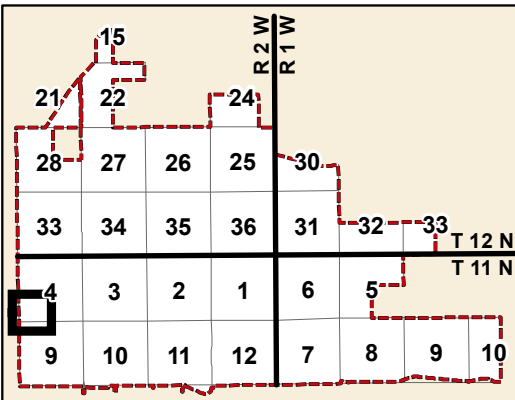
**WATER/SEWER LINE
LOCATION MAP FOR
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I-1	R-10	SPUD
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ZONING MAP FOR PC-1865 / PC-1866 (SW/4, Sec. 4, T11N, R2W)



0 400 800 Feet



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The City of Midwest City
COMMUNITY DEVELOPMENT DEPARTMENT -
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Billy Harless, Community Development Director

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Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: February 23, 2016


Subject: Discussion and consideration of awarding the bid to and entering into a contract with Holland Backhoe, Inc. in the amount of \$387,570.00 for the Carl Albert Titan Tower Modification Project. (This item was tabled at the February 9, 2016 Council meeting.)

Bids were received on November 24th, 2015 for the above referenced project. Although AAA Fiberglass submitted a lower total bid than Holland Backhoe, Inc. for the project, they have no direct experience in this field of work. Holland Backhoe, Inc. does and has a proven record of successfully completed projects for the city. Staff recommends award of the bid to Holland Backhoe, Inc., which submitted the lowest and best bid meeting specifications in the amount of \$387,570.00. Attached are the bid tabulations for the three bids received for the project, plus the engineer's estimate. The funds for this project were designated as the Carl Albert Water Tower Modification Project in the 178 Construction Loan Payment Fund.

To update the Council on the status of the water line right-of-way/easement that has existing lines within it to serve the water tower. As it was suggested at a previous council meeting, the right of way was released through petition to vacate the entire plat of that area, thus removing any legal instrument protecting Midwest City's utilities. Staff has purchased a new 40'x 631' utility easement from two property owners which will cover the existing drain line, the soon to be abandoned 8" water line and the 16" water line to be constructed with the water tower improvements. One of the property owners, Jeff Johnson, inquired whether Midwest City would be willing to allow city water to be extended into OKC at 29th and Post. This would allow the construction of an apartment complex. Staff indicated that it would support the concept, but it would require an inter-governmental agreement approved by the Midwest City Council and the Oklahoma City Council at this time. The proposed apartment complex is described as "300 +/- units and a clubhouse on 15 acres, conventional financed, market rate rents with high end finishes, granite counters, resort style pool and fitness center".

No action is necessary or required at this time on the inter-governmental agreement. We felt it only appropriate to inform the Council about this subject.

Since the last Council meeting, staff has sought to separate the securing of the easement from the intergovernmental agreement. As of Thursday, February 18, 2016, we have not received a response from Jeff Johnson regarding the conveyance of the easement. We will provide additional information as it becomes available. Should we be unable to obtain the easement in a timely manner it will be necessary to reject the bid.



Billy Harless
Community Development Director



1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

December 3, 2015
City of Midwest City
Attn: Mr. Patrick Menefee, PE
100 N. Midwest Blvd.
Midwest City OK 73110

Re: Midwest City Carl Albert Tower Modification
Engineer’s Recommendation for Award

For the above referenced project, bids were received and read publicly at the Midwest City Municipal Building on November 24th at 2:00 pm. A total of three contractors bid the project, and their bids are summarized in the below table. A breakdown of the bids by unit price is included in the sheets included herein. The engineers estimate is also included.

Company	Bid Amount
AAA Fiberglass	\$ 351,432.86
Holland Trackhoe	\$ 387,570.00
Brewer Construction	\$ 499,899.71
Engineers Estimate	\$ 404,000.00

The low bidder is AAA Fiberglass, out of Oklahoma City, Oklahoma. Their bid as submitted was nonconforming to the bid requirements, but the missing documents were provided upon request.

AAA Fiberglass is planning on performing the installation of a system designed by Landmark Hydrodynamic Mixing Systems. Landmark’s design, equipment, and installation received good recommends from serval local communities that have successfully employed their product.

Previous projects performed by AAA Fiberglass include many oil field salt water, and industrial fiberglass applications. They come highly recommended from their clients, with special note made of their responsiveness to repair work, their client communications, and their competency in the area of fiberglass repair. All interviewed indicated that they were either currently working for them or would rehire them. However, **AAA Fiberglass has no documented experience with construction of municipal water systems or water tower hydrodynamic mixing systems.** Per the specification 11 26 80 – Reservoir Hydrodynamic Mixing System, the contract requires ten Hydrodynamic Mixing Systems designed, manufactured, and installed, and since AAA Fiberglass cannot show adequate installation experience, it is not recommended that AAA Fiberglass be awarded the bid for this project.

Mr. Menefee
December 3, 2015
Page 2 of 2

Holland Trackhoe, out of Harrah, Oklahoma, was the next lowest bidder.

Holland Trackhoe is subcontracting the design, equipment, and installation of hydrodynamic mixing system to Maguire Iron, who has completed more than 100 similar hydrodynamic mixing system installations. Checking with Maguire Iron's references, we found that they come highly recommended for their excellent communication skills with city personnel and completing projects ahead of schedule.

After evaluating Holland Trackhoe's references, we found that they also come highly recommended and every party interviewed stated they would not hesitate to hire them again. Furthermore, Midwest City has experience working with this contractor on prior projects, and can attest to their competency in the type of work relevant to this project. For these reasons, it is recommended that Holland Trackhoe be awarded the bid for the above referenced project.

Sincerely,

GARVER



S. Shane Smith, PE
Senior Project Manager



1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

SUMMARY OF PAY QUANTITIES

Item No.	Description	Unit	Qty	AAA Fiberglass		Holland Trackhoe		Brewer Construction		Engineer's Estimate	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	WATER TANK MODIFICATIONS AND PIPING (COMPLETE) (1)	LS	1	\$151,256.83	\$151,256.83	\$268,110.00	\$268,110.00	\$276,894.00	\$276,894.00	\$203,500.00	\$203,500.00
2	VALVE VAULT AND PIPING (COMPLETE) (2)	LS	1	\$34,641.00	\$34,641.00	\$23,400.00	\$23,400.00	\$28,875.29	\$28,875.29	\$38,500.00	\$38,500.00
3	16 INCH WATER LINE DIP ANSI/AWWA C151/A21.51	LF	564	\$134.44	\$75,824.16*	\$82.00	\$46,248.00	\$131.00	\$73,884.00	\$119.00	\$67,116.00
4	8 INCH WATER LINE DIP ANSI/AWWA C151/A21.51	LF	28	\$105.36	\$2,950.08	\$65.00	\$1,820.00	\$88.50	\$2,478.00	\$66.00	\$1,848.00
5	16 INCH AWWA C151/A21.51 DIP PIPE, FLG X FLG 1 FT LENGTH (3)	EA	1	\$937.50	\$937.50	\$2,025.00	\$2,025.00	\$1,744.80	\$1,744.80	\$165.00	\$165.00
6	16 INCH AWWA C151/A21.51 DIP PIPE, MJ X FLG 4 FT LENGTH (3)	EA	1	\$3,800.00	\$3,800.00	\$2,200.00	\$2,200.00	\$2,387.64	\$2,387.64	\$165.00	\$165.00
7	16" MJ 90 BEND	EA	1	\$1,800.00	\$1,800.00	\$1,225.00	\$1,225.00	\$2,360.52	\$2,360.52	\$3,960.00	\$3,960.00
8	16" FLGXFLG 90 BEND	EA	1	\$1,800.00	\$1,800.00	\$1,225.00	\$1,225.00	\$1,404.00	\$1,404.00	\$3,960.00	\$3,960.00
9	16" MJ 45 BEND	EA	7	\$1,207.14	\$8,449.98*	\$1,100.00	\$7,700.00	\$1,457.82	\$10,204.74	\$2,200.00	\$15,400.00
10	16" MJ 22 1/2 BEND	EA	1	\$1,250.00	\$1,250.00	\$1,100.00	\$1,100.00	\$1,149.12	\$1,149.12	\$2,200.00	\$2,200.00
11	8" MJ 45 BEND	EA	2	\$400.00	\$800.00	\$325.00	\$650.00	\$550.48	\$1,100.96	\$770.00	\$1,540.00
12	16" MJ GATE VALVE & BOX	EA	1	\$7,800.00	\$7,800.00	\$10,075.00	\$10,075.00	\$7,660.14	\$7,660.14	\$11,000.00	\$11,000.00
13	8" MJ GATE VALVE & BOX	EA	1	\$1,200.00	\$1,200.00	\$3,150.00	\$3,150.00	\$1,509.60	\$1,509.60	\$2,200.00	\$2,200.00
14	16"X8" MJ TEE	EA	1	\$1,300.00	\$1,300.00	\$1,275.00	\$1,275.00	\$1,228.61	\$1,228.61	\$1,320.00	\$1,320.00
15	18"X16" MJ TAPPING SLEEVE	EA	1	\$9,524.74	\$9,524.74	\$5,650.00	\$5,650.00	\$12,143.69	\$12,143.69	\$11,220.00	\$11,220.00
16	ABANDON EXISTING 8" WATER LINE	LF	459	\$27.23	\$12,498.57*	\$3.00	\$1,377.00	\$41.40	\$19,002.60*	\$38.50	\$17,671.50
17	PRESSURE TEST	LS	1	\$4,200.00	\$4,200.00	\$1,300.00	\$1,300.00	\$9,000.00	\$9,000.00	\$2,200.00	\$2,200.00
18	DISINFECTION TEST	LS	1	\$3,500.00	\$3,500.00	\$650.00	\$650.00	\$1,200.00	\$1,200.00	\$2,200.00	\$2,200.00
19	REMOVE AND RESET CHAIN LINK FENCE	LS	1	\$8,200.00	\$8,200.00	\$1,550.00	\$1,550.00	\$672.00	\$672.00	\$1,100.00	\$1,100.00
20	CONSTRUCTION STAKING	LS	1	\$1,500.00	\$1,500.00	\$1,105.00	\$1,105.00	\$1,200.00	\$1,200.00	\$2,200.00	\$2,200.00
21	TRAFFIC CONTROL	LS	1	\$1,500.00	\$1,500.00	\$650.00	\$650.00	\$12,000.00	\$12,000.00	\$2,200.00	\$2,200.00
22	SOD AND SITE RESTORATION	SY	1,000	\$7.20	\$7,200.00	\$3.25	\$3,250.00	\$6.00	\$6,000.00	\$3.30	\$3,300.00
23	EROSION AND SEDIMENT CONTROL (4)	LS	1	\$4,500.00	\$4,500.00	\$535.00	\$535.00	\$2,800.00	\$2,800.00	\$3,300.00	\$3,300.00
24	MOBILIZATION (5)	LS	1	\$5,000.00	\$5,000.00	\$1,300.00	\$1,300.00	\$23,000.00	\$23,000.00	\$5,500.00	\$5,500.00
TOTALS					\$351,432.86		\$387,570.00		\$499,899.71		\$403,765.50

(1) INCLUDES VALVE, NOZZLES, FLOW METER, CONTROL VALVE, PIPING AND ALL OTHER APPURTENANCES INSIDE WATER TANK.

(2) INCLUDES SOLID SLEEVES AND GATE VALVE OUTSIDE THE VALVE VAULT AND FLOW CONTROL VALVE INSIDE VAULT.

(3) PAY ITEM TO BE FIELD VERIFIED FOR ACTUAL LENGTH. ITEM TO BE PAID BY PLAN QUANTITY.

(4) INCLUDES SILT FENCE, HAY BALES, ETC. AS SHOWN IN THE PLANS.

(5) INCLUDES DEMOBILIZATION.

* MATHEMATICAL ERROR NOTED AND CORRECTED



1016 24th Avenue NW
Norman, OK 73069

TEL 405.329.2555
FAX 405.329.3555

www.GarverUSA.com

QUALIFICATIONS BACKGROUND CHECK

Company: AAA Fiberglass

Year	Project	Location	Contact	Comments
2010	Fiberglass Tank Repair	OKC	Terry Bettes 405-297-1555	Fantastic, best fiberglass people in 3 states. Didn't know anything about water. Excellent on fiberglass
2010	Jackie Salt Water Disposal	Blocker	Waylon Gibson 918-833-4135	Left Message
2011	Tulsa Power Station	Tulsa	Steve Watt 405-224-4622	Steve not available, person answered said they did a good good and would rehire
2011	Lauren 2609 1-3 SWD	Burlington	David Howald 405-429-5783	Left Message
2012	Pete 31-34-16 I SWD	Fawn Creek, OK	Kyle Faltien Camp 405-388-6535	Used them for over 10 years, excellent fiberglass repair company. Is still using them on jobs, salt water lines only
2012	Frank 1-33 SWD	Orlando	Terry Latham 405-552-4526	Left Message
2013	AB Jewell Water Plant	Tulsa	918-596-8057	No answer
2013	Justin 10-28-14-1 SWD	Alva, OK	Richard Mieser 580-571-7149	"Good People" worked with them since 07 and still using them. Used only on fiberglass and high pressure salt water lines
2014	Sunflower Power Plant	Liberal, KS	Jason McKinnie 913-669-7672	Wrong phone number
2014	Siver Run 57-36 SWD	Orla, TX	Steve King 575-393-1020	Left Message
2015	Fiberglass Scrubber Unit	Ponca City	Cindy Wolfkill 580-767-0419	Excellent job, best fiberglass company around. Has no experience working with the firm on water projects
2015	City of Ames power Plant	Ames	Keith Sherman 913-428-1028	Good job, 5 star. Did a cooling tower really responsive. Had no experience with them doing water



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QUALIFICATIONS BACKGROUND CHECK

Company: Holland Trackhoe

Year	Project	Location	Contact	Comments
2015	Lynne Fry & Anderson Rd II	Midwest City	Brandon Bundy	Worked several projects with them. They are familiar with their work and would rehire
2015	Oak Tree	Edmond	Chad Shoemaker	Left Message
2015	Talawanda Lake	McAlester	Leon Burke	Left Message
2015	Hollingsworth Dr	Ardmore	Wayne Barker	Did a good job and would rehire
2015	29th Street Water Main	Midwest City	Brandon Bundy	same as above
2014	Beacon Hill Development	Choctaw	Mike Davidson	Did a good job and would rehire
2014	Lynne Fry & Anderson Rd I	Midwest City	Brandon Bundy	same as above
2014	Main Street Water Min	Jones	Carlton	Wished for them on more jobs, easy to get along with. Will rehire
2014	Home 2 Suites Waterline	Oklahoma City	Curt Chappell	Wes is a good guy, and subs to him a lot
2014	Fall Creek Develoment	Harrah	Tim Remy	Good guy, would rehire



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QUALIFICATIONS BACKGROUND CHECK

Company: Landmark

Year	Project	Location	Contact	Comments
2010	1294	Laredo TX	City of Laredo 956-721-2000	Call Tony 956-795-2620. Said System working well, would rehire
2012	1313	Terrell TX	Steve Rogers 972-511-6607	Left Message
2012	1338	Robeson NC	Al Grimsley 910-6713485	Nothing bad to say, doing good, would rehire
2012	1332	Fort Bliss TX	Steve Sambrano 915-770-5727	Bad phone number
2012	1319	Prince TX	Lesia Thornhill 972-736-2711	Left 2 Messages
2012	1312	Chesterfield VA	Roy Covington 804-748-1416	Roy no longer employed there. Called David Knapp 804-748-1870. Said system is working well.
2013	1378	Lancaster TX	Shwetha Pandurangi 972-218-1206	Left Message, although person I spoke with said they did a good job, no complaints and would rehire
2014	1340	Durham NC	City of Durham 919-560-4362	Tom Lucas: No bad experiences or complaints
2014	1368	Weslaco Tx	Leo Olivares 956-968-3181	Talked to Homer, Leo no longer works there. Did a good job, would rehire.
2014	1358	Farmington MI	Glenn Appel 248-585-0260	Left Message
2014	1422	Bartlesville OK	Terry Laurisen 918-338-4107	Left Message: Called back, did a really good job, kept to themselves. Could use a bit more communication, but did a good job. Would rehire



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QUALIFICATIONS BACKGROUND CHECK

Company: Maguire Iron

Year	Project	Location	Contact	Comments
2015	550k STP Storage Tank	Perryville MO	Jeremy Meyers 573-517-1453	Left Message
2015	550k STP Storage Tank	Perryville MO	Mark Bloom 636-333-3351	Did a good job - 2 jobs - would hire them again
2013	500K STP Storage Tank	Elsberry	Marshal Sudarth 573-898-2850	Left Message
2013	250K Single Pedestal	Elsberry	Ken Woods 573-221-4048	Left Message, person I discussed project with said they had done quite a bit of work with them
2014	200K Single Pedestal	Nunn CO	Kathy Payne 970-897-2385	Left Message
2014	100K Single Pedestal	Allen SD	Don Peterson 605-745-4669	Left Message
2014	250K Single Pedestal	Parker SD	Travis Friman 605-297-4453	Did a great job, finished 4 months ahead of schedule. Would hire them again
2014	150K Single Pedestal	Fort Laramie WY	Kelly Jankewicz 307-837-2711	Did a good job, top notch, good people, and would rehire.
2015	250K Single Pedestal	Park River ND	Dennis Larson 701-284-6150	Very good, ahead of schedule, worked well. Would rehire "absolutely"
2015	250K Single Pedestal	Wheelock ND	Rick Olsen 701-744-8915	Bad phone number
2015	200K Single Pedestal	Colman	Grant Groos 605-530-1212	Left Message



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 : February 23, 2016

SUBJECT : Discussion and consideration of approving Change Order No. 1 to the contract with Garver Engineering, amending the original contract amount by \$6260.00, making the new contract total \$56,760.00 for the Carl Albert Titan Tower Modification Project. (This item was tabled at the February 9, 2016 Council meeting.)

The subject change order is for the construction oversight and additional survey work needed to complete the Carl Albert Titan Tower Modification Project. As noted in the original design agreement, the oversight portion of the contract with Garver Engineering would be presented to council at the time of the bid award.

Staff will make a recommendation at the meeting depending upon the outcome of the water line easement issue.

Patrick Menefee, P.E.
City Engineer

PM:lkb

Attachment



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

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, effective on the date last written below, shall amend the original contract between the City of Midwest City (Owner) and GARVER, LLC (GARVER), dated February 10, 2015 referred to in the following paragraphs as the original contract.

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

Converting Carl Albert elevated storage tank to “flow through” configuration and adjusting the adjacent distribution system to create a larger demand on the tank to improve cycling.

The original contract is hereby modified as follows:

In Section 2 – Scope of Services in the original Contract is hereby amended as follows:

Remove the following project scope paragraph from **Appendix A – Scope of Services**:

1. General
 - Design approximately 100 linear feet of 12-inch water main at the intersection of SE 15th Street and Post Road to connect the existing 16-inch water main from the south along Post Road to the existing 18-inch water main to the west along SE 15th Street. Gate valves will be installed to isolate the existing 30-inch water main from the existing 12-inch and 18-inch water mains.

Add the following project scope paragraph to **Appendix A – Scope of Services**:

2. Surveys
 - Utility Easements
Garver’s subconsultant will prepare two legal descriptions for the proposed utility easements between the Carl Albert elevated storage tank and the Post Road Right-of-Way.

Modify **Appendix A –Scope of Services** to read:

10. Construction Phase Services

It is understood that Garver will be providing construction administration, and the Owner will be providing the construction observation. During the construction phase of work, Garver will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
2. Attend two (2) progress/coordination meetings with the Owner/Contractor.
3. 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.

4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
5. Review up to three (3) Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. Maintain a set of working drawings and prepare and furnish record drawings.
7. When authorized by the Owner, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.
8. Participate in one (1) final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

The proposed fee for Construction Phase Services is based on a 90 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 phase 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.



In **Section 3 – Payment**, modify the original fee as follows:

MODIFIED WORK DESCRIPTION	FEE AMOUNT
Reduce Design	\$ (8,300)
Add Two Legal Descriptions	\$ 660
Add Construction Administration	\$13,900
TOTAL FEE MODIFICATION	\$ 6,260

The additional lump sum amount to be paid under this amendment is **\$6,260**.

In **Section 4 – Owner’s Responsibilities** in the original contract is hereby amended as follows:

Construction observation services will be provided by the Owner, who will provide or accomplish the following in a similar manner as described below:

- Provide resident construction observation services for the duration of the construction contract performance time.
- Provide field checking of quantities, contractor's layout, etc.
- Consult with and advise Garver during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner.
- 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.



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

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

City of Midwest City

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Michael J. Graves
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: December 14, 2015

Attest: _____

Attest: _____
S. J. Graves



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1204

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: February 23, 2016

SUBJECT: Discussion and consideration of 1) approving and entering into an Economic Development Agreement with Sooner Rose, LLC and the Midwest City Memorial Hospital Authority to establish the terms and conditions under which the parties will participate in the redevelopment of the property located on the northeast corner of South Sooner Road and SE 15th Street; 2) and authorizing the mayor and/or city manager to enter into such other agreements and execute such other documents as may be necessary or appropriate to effect the provisions of the Agreement.

The agreement is in the final drafting stage. Upon completion, we will provide it to you under separate cover. This agreement will establish the terms that will govern the duties and responsibilities of Sooner, the City and the Authority in the redevelopment of the former Sooner Rose Elementary School site. The City's primary duties and responsibilities under this agreement will consist of performing certain public improvements such as street, water and sewer improvements that will benefit the project.

Staff will make a recommendation at the time the final agreement is transmitted to the Council.

A handwritten signature in black ink, appearing to read "J. Guy Henson", is written over a horizontal line.

J. Guy Henson, AICP
City Manager



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Community Services Director

Date: February 23, 2015

Subject: Discussion and consideration of approving and passing an ordinance amending Chapter 37, Streets and Sidewalks, of the Midwest City Code, Article I, In General, by taking Section 37-9 out of reserve, entitling it "Street light fee fund," which shall read as specified in the ordinance; establishing an effective date; and providing for repealer and severability.

Staff is recommending an ordinance establishing a new utility fee intended to fund our ever increasing street lighting costs. The fee will be \$1.75 on a residential account, \$7.50 for commercial utility accounts, \$1.00 per apartment for apartment complexes with more than three units and \$1.00 per month per occupied pad site for manufactured home parks.

Currently the cost of all street lighting, whether on arterial or residential streets, is funded by the General Fund and the Street Department's utilities account. The Street Department spends approximately \$490,000.00 annually to light the streets city-wide and the cost has risen more than 30 percent over the past 15 years with no new funding source established to offset the rising cost.

There are multiple factors contributing to rising costs associated with lighting the city's arterial and residential streets. First, as our city grows we continue to add new subdivisions and residential streets. These new streets require security lighting with no funding source for ongoing cost of each security light in our new residential neighborhoods.

Second, the cost per kilowatt hour of electricity has risen significantly over the same period, with no decrease in electricity costs in sight.

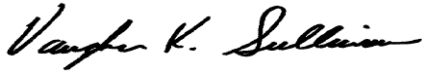
Finally, the city's street lighting provider, OG&E, has recently completed a city-wide audit of our lighting inventory and discovered a significant number street lights were not in their data base, consequently, their monthly invoices have not been accurate. City staff has completed a spot check of the new inventory data base and found OG&E's new inventory to be very accurate. The result of the updated billing will increase the city's street light billing almost five percent in the future.

In conclusion, due to lack of funding, over the past 20 years the city has been prevented from adding lighting to our newly widened arterial streets. Prior to the mid 90s the city's policy was to add street lighting to arterials when they were widened to 4 lanes. The lack of a funding source has left our city with several miles of 4 lane arterials without lighting, with more widening projects coming soon and no

funding source for street lighting. If surplus funds are realized, the ordinance language provides for money to be appropriated from the street light fund for the purposes of additional street lighting, street lighting maintenance, design and construction of streetlights, additional streetlights in parks, at intersections and lighting control systems throughout the city.

As the fee is currently written it is projected to generate approximately \$515,000.00 annually. These funds will provide much needed relief to the General Fund and the Street Department's cost of operations. In addition, these funds will assist in keeping the city's streets safe by allowing staff to continue to provide additional security lighting as the city grows.

Staff recommends approval.



Vaughn K. Sullivan, Community Services Director

Enc. Copy of the ordinance

APPROVED as to form and legality this 8th day of March, 2016.

Katherine Bolles, CITY ATTORNEY

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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

February 2, 2016 - 7:00 p.m.

This regularly scheduled meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on February 2, 2016 at 7:00 p.m., with the following members present:

Commissioners present: Floyd Wicker, Chairman
 Stan Greil, Vice Chairman
 Dean Hinton
 Jess Huskey
 Russell Smith
 Sean Reed
 Turner Mann

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 Chairman Wicker at 7:00 p.m.

A. MINUTES:

A motion was made by Reed, seconded by Smith, to approve the minutes of the January 5, 2016 Planning Commission meeting as presented. Voting aye: Huskey, Smith, Reed and Mann. Nay: none. Abstain: Wicker, Greil and Hinton. Absent: None. Motion carried.

B. NEW MATTERS:

- 1. (PC-1863) Discussion and consideration of approval of the Replat of Lot 1, Lot 2, Lot 3 and the west half of Lot 4 and the west half of Lot 5 of Block 4 in Finley's Meadow Garden's Subdivision, a part of the SW/4 of Section 12, T-11-N, R-2-W, Oklahoma County, Oklahoma.**

Staff members presented a brief overview of this item. Jeff James, 3000 United Founders Boulevard, Suite 119, Oklahoma City, was present representing the owner of the property. There was general discussion about this item. A motion was made by Huskey, seconded by Greil, to recommend approval of this item subject to all staff comments as noted in PC-1863. Voting aye: Huskey, Greil, Hinton, Mann, Reed, Smith and Wicker. Nay: none. Motion carried.

2. (PC-1864) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Residential to C-3, Community Commercial for the property described as Lot 2, Block 4 of the Finley's Meadow Garden's Subdivision located at 2820 S. Douglas Blvd.

Staff members presented a brief overview of this item. Jeff James, 3000 United Founders Boulevard, Suite 119, Oklahoma City, was present representing the owner of the property. There was general discussion about this item. A motion was made by Huskey, seconded by Greil, to recommend approval of this item subject to all staff comments as noted in PC-1864. Voting aye: Huskey, Greil, Hinton, Mann, Reed, Smith and Wicker. Nay: none. Motion carried.

3. (PC-1866) Public hearing with discussion and consideration of approval of an ordinance to amend the Planned Unit Development to Planned Unit Development (PUD) governed by the C-3, Community Commercial district for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

Staff members presented a brief overview of this item. John Combs, Sooner Investment, 408 East 7th Street, Edmond, OK was present representing the owners of the property. There was general discussion about this item. Mr. Combs stated that the variance to allow outdoor sales was intended for Lots 1 and 2, not just Lot 2 as stated in the staff report. The applicant also asked that landscaping not be required along the north property line. Mr. Harless was agreeable to this request so long as the minimum landscape requirements were met throughout the development. Staff also agreed to a request of an 8' tall screening fence along the north side of the area of request. Staff also agreed to section 4.1.8 regarding access easements along the east side of the area of request as stated in the PUD statement. A motion was made by Smith, seconded by Huskey, to recommend approval of this item along with allowing outdoor display as noted in the PUD and allowing for section 4.1.8 as noted in the PUD and subject to staff and the applicant working to meet the minimum wall facade articulation requirements prior to the February 23, 2016 City Council meeting and subject to all other staff comments in PC-1866. Voting aye: Huskey, Greil, Hinton, Mann, Reed, Smith and Wicker. Nay: none. Motion carried.

4. (PC-1865) Public hearing with discussion and consideration of approval of the Sooner Rose Preliminary Plat for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

Staff members presented a brief overview of this item. John Combs, Sooner Investment, 408 East 7th Street, Edmond, OK, was present representing the owners of the property. There was general discussion about this item. Mr. Combs requested that the 25' building line required along South

Sooner Road be varied to allow for a 21' building line. Chairman Wicker was opposed to this request as this is not typically varied for commercial developments. A motion was made by Smith, seconded by Greil, to recommend approval of the preliminary plat with a 25' building line along South Sooner Road and subject to all other staff comments as found in PC-1865. Voting aye: Huskey, Greil, Hinton, Mann, Reed, Smith and Wicker. Nay: none. Motion carried.

C. COMMISSION DISCUSSION: There was general discussion about new developments throughout the city.

D. PUBLIC DISCUSSION: No one appeared before the Commission during this portion of the agenda.

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 Huskey, seconded by Smith. Voting aye: Huskey, Greil, Hinton, Mann, Reed, Smith and Wicker. Nay: none. Motion carried.

The meeting adjourned at 7:38 p.m.

Floyd Wicker, Chairman
(KG)



MUNICIPAL AUTHORITY

AGENDA



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

February 23, 2016 - 7:01 PM

- 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 meetings of February 9, 2016, as submitted. (Secretary - S. Hancock)

 - 2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2016 (City Manager - T. Lyon)

 - 3. Discussion and consideration of amending the Lease Agreement with the Midwest City Council of Garden Clubs, entered into on October 10, 1984, to include Oklahoma Garden Clubs, Inc. as a co-tenant of the property located at 1441 North Key Boulevard. (City Manager - G. Henson)

- 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**

February 9, 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, State of Oklahoma. The following members were present: Chairman Jay Dee Collins; Trustees Daniel McClure Jr., Richard R. Rice, Rick Dawkins, James L. Ray, Christine Allen and Jeff Moore; and Acting Secretary Susan Mullendore. Absent: none.

Chairman Collins called the meeting to order at 6:48 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for February 9, 2016. The Trustees had no questions about any of the items on the agenda.

Chairman Collins closed the meeting at 6:48 p.m.

ATTEST:

JAY DEE COLLINS, Chairman

SUSAN MULLENDORE, Acting Secretary

DANIEL MCCLURE JR., Trustee

RICHARD R. RICE, Trustee

RICK DAWKINS, Trustee

JAMES L. RAY, Trustee

CHRISTINE C. PRICE ALLEN, Trustee

JEFF MOORE, Trustee

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

February 9, 2016 - 7:01 p.m.

This meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Jay Dee Collins; Trustees Daniel McClure Jr., Richard R. Rice, Rick Dawkins, James L. Ray, Christine Allen, and Jeff Moore; and Acting Secretary Susan Mullendore. Absent: none.

Chairman Collins called the meeting to order at 7:42 p.m.

Consent Agenda.

Motion was made by Dawkins, seconded by Ray, to approve the items on the Consent Agenda, as submitted.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meetings of January 26, 2016, as submitted.
2. Discussion and consideration of declaring various pieces of equipment from the golf courses surplus property and authorizing their disposal through public auction.

Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, and Chairman Collins. Nay: none. Absent: none. 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: McClure, Rice, Dawkins, Ray, Allen, Moore, and Chairman Collins. Nay: none. Absent: none. Motion carried. The meeting adjourned at 7:43 p.m.

ATTEST:

JAY DEE COLLINS, Chairman

SUSAN MULLENDORE, Acting Secretary

DANIEL MCCLURE JR., Trustee

RICHARD R. RICE, Trustee

RICK DAWKINS, Trustee

JAMES L. RAY, Trustee

CHRISTINE C. PRICE ALLEN, Trustee

JEFF MOORE, Trustee



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: February 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 January 31, 2016.

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

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

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2015-2016	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
Revenue												
Budgeted (MTD)	415,653	654,459	469,101	625,953	517,137	406,643	385,258					
Actual (MTD)	368,618	555,622	398,995	602,341	466,410	278,641	327,078					
Budgeted (YTD)	415,653	1,070,112	1,539,213	2,165,166	2,682,303	3,088,946	3,474,204					
Actual (YTD)	368,618	924,240	1,323,235	1,925,576	2,391,986	2,670,627	2,997,705					
Expenses												
Budgeted (MTD)	484,903	555,499	488,849	558,297	506,550	470,492	468,588					
Actual (MTD)	467,394	527,910	464,834	527,746	483,374	467,189	413,287					
Budgeted (YTD)	484,903	1,041,022	1,529,871	2,088,168	2,594,718	3,065,210	3,533,798					
Actual (YTD)	467,394	995,304	1,460,138	1,987,884	2,471,258	2,938,447	3,351,734					
Revenue vs. Expenses												
Budgeted (MTD)	(69,250)	97,960	(19,748)	67,656	10,587	(63,849)	(83,330)					
Actual (MTD)	(98,776)	27,712	(65,839)	74,595	(16,964)	(188,548)	(86,209)					
Budgeted (YTD)	(69,250)	29,090	9,342	76,998	87,585	23,736	(59,594)					
Actual (YTD)	(98,776)	(71,064)	(136,903)	(62,308)	(79,272)	(267,820)	(354,029)					
Key Indicators												
Hotel Room Revenue	237,624	303,370	238,484	261,573	247,784	130,269	167,169					
Food and Banquet Revenue	152,583	215,499	194,501	300,137	188,236	148,485	131,994					

Fiscal Year 2014-2015	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
Revenue												
Budgeted (MTD)	511,446	542,630	475,331	553,313	501,325	400,218	403,812	523,717	681,650	607,856	619,911	676,294
Actual (MTD)	470,372	524,186	429,186	589,573	468,516	365,039	372,991	494,170	522,082	621,442	500,863	359,961
Budgeted (YTD)	511,446	1,054,076	1,529,607	2,082,920	2,726,550	3,126,768	3,530,580	4,054,297	4,735,947	5,343,803	5,963,714	6,640,008
Actual (YTD)	470,372	994,558	1,423,743	2,013,317	2,481,832	2,846,871	3,219,862	3,675,468	4,197,550	4,818,992	5,319,855	5,679,816
Expenses												
Budgeted (MTD)	498,201	515,509	482,411	518,740	499,060	475,321	467,058	494,170	565,110	545,860	542,785	559,980
Actual (MTD)	481,222	496,660	484,921	546,148	466,838	471,665	479,316	487,208	506,924	563,705	506,376	467,951
Budgeted (YTD)	498,201	1,013,710	1,496,121	2,014,861	2,575,082	3,050,403	3,517,461	4,011,631	4,576,741	5,122,601	5,665,386	6,225,366
Actual (YTD)	481,222	977,882	1,462,804	2,008,952	2,475,790	2,947,455	3,426,771	3,918,980	4,425,904	4,989,609	5,495,986	5,963,936
Revenue vs. Expenses												
Budgeted (MTD)	13,245	27,121	(6,880)	34,573	2,184	(75,103)	(63,246)	29,547	116,540	61,996	77,126	116,314
Actual (MTD)	(10,850)	27,525	(55,736)	43,425	1,678	(106,626)	(106,325)	(36,602)	15,157	57,737	(5,513)	(107,990)
Budgeted (YTD)	13,245	40,366	33,486	68,059	151,468	76,365	13,119	42,666	159,206	221,202	298,328	414,642
Actual (YTD)	(10,850)	16,675	(39,060)	4,364	6,042	(100,584)	(206,909)	(243,511)	(228,354)	(170,617)	(176,130)	(284,120)



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1204
ghenson@midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: J. Guy Henson, City Manager

DATE: February 23, 2016

SUBJECT: Discussion and consideration of amending the Lease Agreement with the Midwest City Council of Garden Clubs, entered into on October 10, 1984, to include Oklahoma Garden Clubs, Inc. as a co-tenant of the property located at 1441 North Key Boulevard.

The Midwest City Council of Garden Clubs has chosen to partner and share its building with Oklahoma Garden Clubs, Inc. which will be undertaking certain agreed-upon capital improvements to the building subject of the lease located at 1441 North Key Boulevard which is owned by the Municipal Authority. The Council of Garden Clubs has requested that you amend the lease to include Oklahoma Garden Clubs as a co-tenant.

Action is at the discretion of the trustees.

J. GUY HENSON, AICP
City Manager

10-9-84

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 9th day of October, 1984, by and between the Midwest City Authority, a public trust (hereinafter referred to as "Authority") as Lessor, and the Midwest City Council of Garden Clubs, a non-profit Oklahoma corporation, (hereinafter referred to as "Garden Club"), as Lessee.

WITNESSETH

WHEREAS, the above mentioned Authority is a public trust created and existing as a result of a Trust Indenture entered into under the authority of Title 60, Oklahoma Statutes 1961, Sections 176 to 180, as amended, and the hereinafter described property is to be held, administered and maintained by the Midwest City Council of Garden Clubs, as Lessee, and said described leased property is to be held, and the covenants, agreements, provisions and conditions hereinafter set out are to be performed; and

WHEREAS, the Authority recognizes that the Garden Clubs of our City have exerted a positive influence in beautification programs for the benefit of all of our citizens since 1945, only three years after the first house was built in Midwest City; and

WHEREAS, the Garden Clubs' accomplishments over this period of almost 40 years have been numerous, some recent examples being:

- (1) Paid for anti-litter signs throughout the Uptown Shopping Center;
- (2) Decorated trash containers throughout the Uptown Shopping Center;
- (3) Litter bags distributed at public meetings;
- (4) Paid for pavillion in Joe B. Barnes Regional Park at a cost of \$7,500.00;
- (5) Flower bed in Joe B. Barnes Regional Park;
- (6) Flower bed around Rubye Atkinson Gazebo at Autumn House;
- (7) Trees planted through the Tree Board on City thoroughfares;
- (8) Christmas tree at the corner of Reno and Midwest Boulevard, at City Hall (includes lights and individual club plaques at the base); Garden Clubs hold tree lighting ceremonies here each Christmas;

(9) Five trees with "Tree-mendous" sign at corner of Sooner Road and Reno Avenue; and

WHEREAS, one of the Garden Clubs' most important programs, established two years ago and proven to be very effective, is a committee which selects a "Yard of the Month" in the City and places an appropriate plaque in that yard, an endeavor which has received much publicity in local newspapers and which is contributing significantly to making Midwest City a more beautiful place in which to live; and

WHEREAS, the Authority is entering into this Agreement on the assumption that the Garden Club will continue this good work, toward the end of Midwest City being recognized as one of the most beautiful cities in the State of Oklahoma.

ARTICLE I

Intent of Lease Agreement

In the last year the Garden Club has expended a very considerable sum of money to completely refurbish the building located on LOTS Forty-nine (49) and Fifty (50), BLOCK Four (4) of Country Estates Third Addition, a subdivision of Midwest City, Oklahoma, Oklahoma County, Oklahoma, commonly known as 1441 North Key Boulevard, so as to support the civic purposes of the Garden Club by providing a comfortable meeting place. The Authority has entered into a short term lease of these premises to the association during the time prior to this Lease Agreement. It is the Authority's intention and purpose to lease said premises on a long term basis to the Garden Club so as to provide continuous upkeep and maintenance on the facility and to promote the civic purposes provided by the Garden Club.

ARTICLE II

Property Leased

The Authority, for and in consideration of the covenants, agreements, provisions and conditions hereinafter set forth, does by these presents, demise, lease and let unto the Garden Club the following described property, owned by or under the control of the Authority as follows:

LOTS Forty-nine (49) and Fifty (50), BLOCK Four (4), Country Estates Third Addition, a subdivision of Midwest City, Oklahoma County, Oklahoma.

ARTICLE III

Term and Purpose of Lease

TO HAVE AND TO HOLD THE SAME TO THE Garden Club for a term of ninety-nine (99) years from the date of execution of this Agreement. The leased property is demised to the Garden Club for the purpose of promoting beautification and other civic projects throughout the City of Midwest City and to provide adequate and necessary maintenance to the meeting facility during the term of this Agreement. This Agreement shall not terminate by the failure of any additional consideration on the part of the Garden Club or by the breach of any condition or covenant herein required to be performed by the Garden Club unless said failure or breach is substantial or material and shall continue for a period of ninety (90) days after demand in writing for the performance thereof or complained therewith has been served upon the Garden Club or its successor permitted under this Agreement.

ARTICLE IV

Rent

The Garden Club does hereby covenant and agree to pay an annual rental, in advance, during the term of this Agreement, the sum of One and no/100 Dollars (\$1.00) per year and the receipt of said sum is hereby acknowledged by the Authority. In addition to the foregoing annual rental, and as further consideration for this Agreement, but not as rental, the Garden Club shall perform the covenants and agreements hereinafter set out.

ARTICLE V

Covenants of Garden Club

Section 1. The Garden Club hereby covenants and agrees with the Authority as follows:

- (1) That it will operate and maintain, or cause to be operated and maintained, the said meeting facility in a good and efficient manner.

- (2) That it will comply with all valid acts, rules, regulations and directions of any legislative, executive or administrative body or officers having jurisdiction applicable to any or all of said meeting facility, including the maintenance and operation thereof, whether of local, state, or federal nature..
- (3) That before the construction of any addition to or improvement of the leased property, it will prepare and submit for approval to the Authority all studies, plans, specifications, cost estimates and feasibility reports as are required in the opinion of the Authority in connection with the acquisition and construction of any such improvement of or addition to the lease property.
- (4) That it will not mortgage or permit to be mortgaged or pledged, the title of the leased property, to be subject to any mechanics or materialman's liens.
- (5) That it will not assign this lease Agreement or sublet any part thereof.
- (6) That it will surrender the meeting facility to the Authority if the meeting facility ceases to be used by the Garden Club or a successor non-profit organization devoted to civic purposes in Midwest City and surrounding areas.
- (7) That it will pay for all gas and electricity utilities of the meeting facility.
- (8) That it will carry and maintain property insurance coverage in an amount equal to or greater than fair market value for the meeting facility.
- (9) That it will carry and maintain liability insurance initially in the amount of One Million Dollars (\$1,000,000.00), naming the Authority and City of Midwest City as co-insured and that said amount will be adjusted every ten (10) years to a reasonable and appropriate amount as required in the opinion of the Authority.

ARTICLE VI

Section 1. The Authority hereby covenants and agrees with the Garden Club as follows:

- (1) That it will supply all water, garbage and sewer service to the meeting facility at no expense to the Garden Club.

ARTICLE VII

This Agreement shall be binding on the successors and assigns of the parties hereto.

ATTEST: James Meltz
Secretary

THE MIDWEST CITY AUTHORITY
BY: Dave Herbert
Chairman

The foregoing instrument was acknowledged before me this 10th day of October, 1984, by Dave Herbert, Chairman of The Midwest City Authority, on behalf of said Authority.

My Commission Expires:
June 13, 1987

John Scott
Notary

ATTEST: James Meltz
City Clerk

THE MIDWEST CITY COUNCIL
By: Dave Herbert
Mayor

The foregoing instrument was acknowledged before me this 10th day of October, 1984, by Dave Herbert, Mayor of the City of Midwest City, on behalf of the City Council.

My Commission Expires:
June 13, 1987

John Scott
Notary

ATTEST: Kathleen B. Allen
Secretary

THE MIDWEST CITY COUNCIL OF GARDEN CLUBS
By: Mrs. H. F. Brown (Vick)
President

The foregoing instrument was acknowledged before me this 25th day of September, 1984, by Mrs. H. F. Brown (Vick), President of the Midwest City Council of Garden Clubs, an Oklahoma nonprofit corporation, on behalf of the corporation.

My Commission Expires:
1-15-86

Stella Burns
Notary



NEW BUSINESS/
PUBLIC DISCUSSION



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

February 23, 2016 - 7:02 PM

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting February 9, 2016, as submitted. (City Clerk - S. Hancock)

2. Discussion and consideration of approving and entering into a Lease Agreement with K.A.R.S. Investments, L.L.C. of the west 50' of Lot 6 and all of Lot 7, Block 6, Aviation Acres Addition located in the 1800 block of Center Drive. (Economic Development - R. Coleman)

3. Discussion and consideration of 1) approving and entering into an Economic Development Agreement with Sooner Rose, LLC and the City of Midwest City in the approximate amount of \$4,100,000 and other good and valuable consideration, to establish the terms and conditions under which the parties will participate in the redevelopment of the property located on the northeast corner of South Sooner Road and SE 15th Street; and 2) and authorizing the chairman and/or the general manager/administrator to enter into such other agreements as may be necessary or appropriate to effect the provisions of the Agreement.
""(Hospital Authority - G. Henson)

4. Discussion and consideration of approving approximately \$4,100,000.00 from the Hospital Discretionary Fund (425-9050-40-06, Special Projects by Trustees) to assist in redeveloping the S.E. 15th Street and Sooner Road site. (City Manager - G. Henson)

5. Discussion and consideration of approving a Grant of Temporary Easement for use of the property by Sooner Tqg."NNE during the construction of the proposed Sooner Rose Development located at S.E. 15th Street and Sooner Road within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian
6. Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)

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

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



DISCUSSION ITEMS



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 TRUSTEES**

February 9, 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, State of Oklahoma. The following members were present: Chairman Jay Dee Collins; Trustees Daniel McClure Jr., Richard R. Rice, Rick Dawkins, James L. Ray, Christine Allen and Jeff Moore; and Acting Secretary Susan Mullendore. Absent: none.

Chairman Collins called the meeting to order at 6:48 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for February 9, 2016. The trustees had no questions for the staff.

Chairman Collins closed the meeting at 6:51 p.m.

ATTEST:

JAY DEE COLLINS, Chairman

SUSAN MULLENDORE, Acting Secretary

DANIEL MCCLURE JR., Trustee

RICHARD R. RICE, Trustee

RICK DAWKINS, Trustee

JAMES L. RAY, Trustee

CHRISTINE C. PRICE ALLEN, Trustee

JEFF MOORE, Trustee

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**

February 9, 2016 - 7:02 p.m.

This meeting was held in the Midwest City Council Chambers, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Chairman Jay Dee Collins; Trustees Daniel McClure Jr., Richard R. Rice, Rick Dawkins, James L. Ray, Christine Allen, and Jeff Moore; and Acting Secretary Susan Mullendore. Absent: none. Chairman Collins called the meeting to order at 7:43 p.m.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meetings of January 26, 2016, as submitted.** Motion was made by Dawkins, seconded by Allen, to approve the minutes, as submitted. Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, and Chairman Collins. Nay: none. Absent: none. Motion carried.

2. **Discussion and consideration of following the Midwest City Memorial Hospital Authority Trust Board of Grantors' recommendation for approval and authorizing distribution of the following grant awards totaling \$425,000.00 for the 2015-16 fiscal year: \$1,175.94 to Midwest City Police for K-9 Protective Cooling Vests and \$146,101.90 for a Training Simulator; \$27,500.00 to Midwest City Economic Development for Heritage Park Mall Feasibility Study; \$7,000.00 to Mid-Del Schools Foundation, Inc. for Subscribe to Ready to Learn/First Book; \$62,500.00 to Midwest City Community Development for Innovation District Plan; \$38,000.00 to Midwest City Tree Board for Parklawn Beautification and \$28,300.00 for Hudiburg Dr. Island Irrigation Project; \$100,000.00 to Midwest City Fire Department for Equipment Wish List; \$8,495.00 to Rose State College for Amphitheater Modernization; \$4000.00 to Mid-Del Food Pantry, Inc. for Dry Storage Building; and \$1,927.16 to Midwest City Parks and Recreation for Festival Inflatables Project.** Motion was made by Ray, seconded by Dawkins, to approve and authorize the distribution of the grants as recommended by the Board of Grantors in the total amount of \$425,000. Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, and Chairman Collins. Nay: none. Absent: none. Motion carried.

3. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was needed or 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(B)(4), to discuss Midwest City Memorial Hospital Authority v. Health Management Associates, Inc., et al, Oklahoma County District Court Case No. CJ-2014-667; 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 Ray, seconded by Dawkins, to go into executive session. Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, and Chairman Collins. Nay: none. Absent: none. Motion carried.

The trustees went into executive session at 7:47 p.m. At the conclusion of the executive session, Chairman Collins reconvened the meeting in open session at 8:32 p.m. No action was taken.

Adjournment.

There being no further business, motion was made by Rice, seconded by Ray, to adjourn. Voting aye: McClure, Rice, Dawkins, Ray, Allen, Moore, and Chairman Collins. Nay: none. Absent: none. Motion carried. The meeting adjourned at 8:32 p.m.

ATTEST:

JAY DEE COLLINS, Chairman

SUSAN MULLENDORE, Acting Secretary

DANIEL MCCLURE JR., Trustee

RICHARD R. RICE, Trustee

RICK DAWKINS, Trustee

JAMES L. RAY, Trustee

CHRISTINE C. PRICE ALLEN, Trustee

JEFF MOORE, Trustee



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

Jay Dee Collins
Daniel McClure Jr.
Richard R. Rice
Rick Dawkins
James L. Ray
Christine Allen
Jeff Moore

Board of Grantors

John Cauffiel
Charles McDade
Glenn Goldschlager
Marcia Conner
Beverly Young
Nancy Rice
Sherry Beard
Pam Hall
Pam Dimski

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Robert Coleman, Economic Development Director

DATE: February 23, 2016

SUBJECT: Discussion and consideration of approving and entering into a Lease Agreement with K.A.R.S. Investments, L.L.C. of the west 50' of Lot 6 and all of Lot 7, Block 6, Aviation Acres Addition located in the 1800 block of Center Drive.

K.A.R.S. Investments purchased Lots 8 and 9, Block 6 of the Aviation Acres Addition from the MCMHA last June with plans to construct a new Hilton Home 2 Suites Hotel on the site. Hilton's corporate headquarters has approved most of the building and interior plans and Mr. Manish Patel of K.A.R.S. anticipates construction commencing sometime within the next sixty (60) days.

K.A.R.S. purchased the minimum property it thought was necessary to construct a new hotel, but they have little room onsite for staging construction materials, job trailers or parking during construction. They have requested use of part of the remaining MCMHA property to the east of the construction site for this purpose.

The Patels are making a sizeable investment in a project that will create jobs and attract visitors to Midwest City. Staff recommends approval of the request provided the Lessee adheres to the terms and conditions outlined in the attached Lease Agreement.

Please contact my office at (405) 739-1218 with any questions.

Robert Coleman, Director of Economic Development

LEASE AGREEMENT

This Lease is made and entered into effective the _____ day of _____, 2016, wherein the Midwest City Memorial Hospital Authority, a public trust, is referred to as "Authority" and K.A.R.S., Investments, L.L.C. is referred to as "Lessee."

W I T N E S E T H:

For one dollar (\$1) and other good and valuable consideration, Authority does hereby lease to Lessee the premises described in the attached Exhibit A (the "Leased Premises") in their current and "as is" condition to be used by Lessee for temporary construction, storing and staging purposes. Lessee taking possession of the Leased Premises shall be conclusive evidence that Lessee accepts the Leased Premises "as is" and that the Leased Premises were in good condition at the time possession was taken.

1. Term of Lease. The term of this Lease shall be for one (1) year beginning on _____, 2016 and ending on the earlier date of _____, 2017 or the date on which Lessee ceases to use the Leased Premises for storing and staging purposes.
2. Consideration. This Lease is serving as additional consideration as part of a real property transaction between Authority and Lessee.
 1. Utilities. During the term of this Lease, Lessee shall be responsible for arranging and paying for any utility services required at the Leased Premises.
 2. Maintenance. During the term of this Lease, Lessee shall maintain and keep the Leased Premises in good condition and without defect.
 3. Improvements; fixtures. No alterations, additions or improvements shall be made upon the Leased Premises unless approved in writing by the Authority.
 4. Other Conditions. Lessee agrees to abide by the following terms and conditions during the duration of this Lease:
 - A. Operating Hours. Lessee agrees that no work will take place on the Leased Premises between Sunset and Sunrise. "Sunset" and "Sunrise" shall be defined as the official hours of each as calculated by the National Atmospheric and Oceanic Administration for Oklahoma City, OK.
 - B. Trash, refuse and debris. All trash, refuse and debris must remain on the site in appropriate containers. Lessee may be subject to actual costs and/or fines for allowing any such materials to leave the site.
 - C. Lessee must mow and trim the site so that no grass or weeds exceed six (6) inches in height.
 - D. No signage of any type is allowed on the Leased Premises.
 - E. Lessee must take necessary measures to ensure dust, lighting, excessive noise or other pollutants are not emitted from the site.

- F. The use of power tools, generators and any other powered equipment is only allowed on the westernmost fifty (50) feet of the Leased Premises.
- G. Lessee must restore the site to its original condition on or before _____, 2017.

5. Use; assignment. Lessee will not use the Leased Premises or any part of them, or permit them to be used, for any purpose other than for storage and staging purposes for the construction of the Home 2 Suites Hotel at 1820 Center Drive west of the Leased Premises. Neither Lessee nor any of Lessee's agents, employees, guests or invitees shall engage in any conduct prohibited or proscribed by any local, state or federal law and, further, Lessee agrees to indemnify and hold Authority harmless from any loss, cost or damage including, without limitation, court costs and/or attorney's fees incurred by Authority as a result of Lessee's violation of this covenant. No interest in this Lease shall, without Authority's written consent, be assigned or otherwise disposed of voluntarily or by operation of law or otherwise, nor shall any part of the Leased Premises be sublet without Authority's written consent.

5. Indemnity; insurance. Lessee shall indemnify and hold Authority harmless against all claims, judgments and demands of any person or persons whomsoever on account of injuries or accidents occurring on the Leased Premises resulting from the negligent acts or omissions of Lessee, its employees, agents, representatives, guests or invitees, or the breach of any obligation of Lessee as set out in this Lease. Lessee is a political subdivision and the limit of its liability for negligence claims is governed by Oklahoma law. Lessee agrees to maintain insurance on the leased property in amounts consistent with the other property Lessee maintains.

6. Notices. All communications under this Lease shall be in writing and shall be deemed to be properly served if delivered personally or sent by certified mail with return receipt requested to Authority at:

100 North Midwest Boulevard
Midwest City, Oklahoma 73110-4319
Attention: Secretary

or to Lessee at:

K.A.R.S. Investments, L.L.C.
2709 SW 125th Terrace
Oklahoma City, OK 73170

The effective date of such communication shall be the date of actual receipt in the case of personal delivery or the date that is stamped on the envelope by the United States Post Office in the case of certified mail. The parties to this Lease shall not refuse to accept delivery of any communications. Such refusal shall constitute receipt.

7. Default. In the event Lessee should default by failing or refusing to perform any action required under this Lease or by performing any action prohibited by this Lease, Authority shall give Lessee written notice of such default either in person or by certified mail and Lessee shall

have ten (10) days from the date of receiving such notice to correct the default. Should Lessee fail to correct such default within the ten (10) day period, Authority may, at its option, in addition to all other rights available to Authority under Oklahoma law, terminate this Lease.

8. Severability. All rights and liabilities herein given or imposed on either of the parties to this Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties to this Lease. Should any clause or provision of this Lease be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have approved and executed this Lease, Authority on the _____ day of _____, 2016 and Lessee on the _____ day of _____, 2016.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, a public trust (“Authority”)

JAY DEE COLLINS, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this _____ day of _____, 2016.

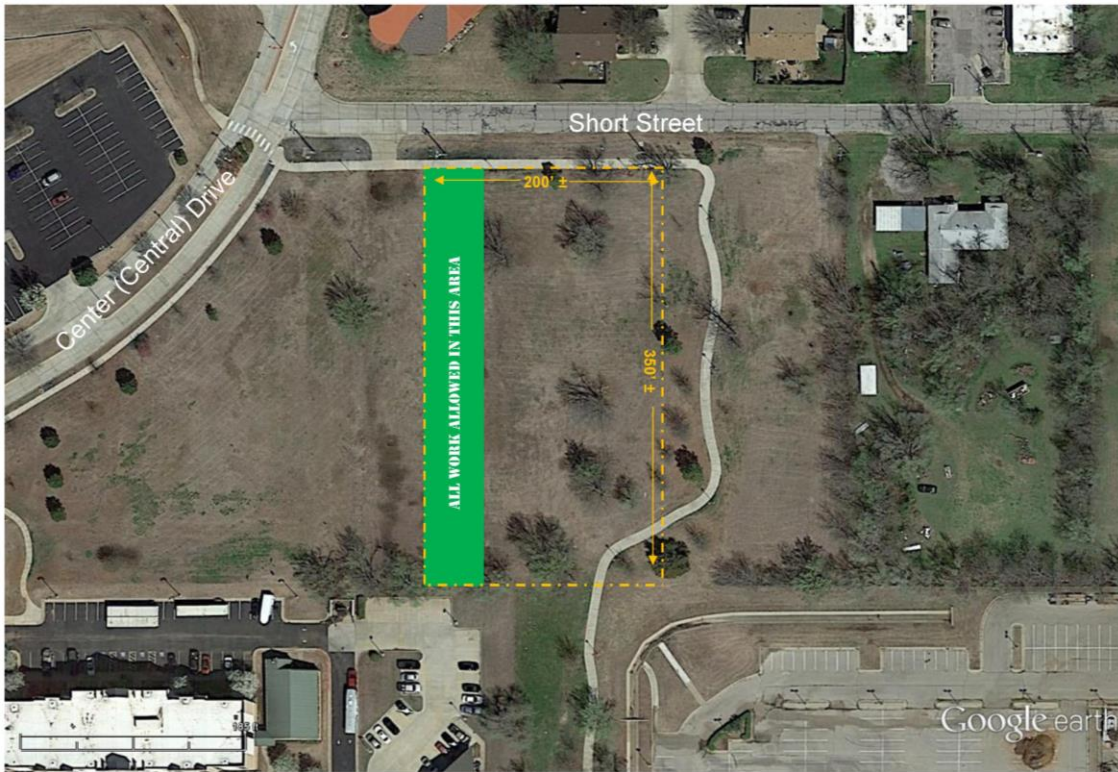
KATHERINE BOLLES, City Attorney

K.A.R.S. Investments, L.L.C. (“Lessee”)

MANISH PATEL, President

EXHIBIT A

The West Fifty (50) Feet of Lot 6 and all of Lot 7, Block 6, Aviation Acres Addition to the city of Midwest City, Oklahoma; and all of Lot 8 of the Amended Plat of Aviation Acres Lots 8 & 9, Block 6 ($\pm 70,000$ ft.²) to the city of Midwest City, Oklahoma.





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

Jay Dee Collins
Daniel McClure Jr.
Richard R. Rice
Rick Dawkins
James L. Ray
Christine Allen
Jeff Moore

Board of Grantors

John Cauffiel
Charles McDade
Glenn Goldschlager
Marcia Conner
Beverly Young
Nancy Rice
Sherry Beard
Pam Hall
Pam Dimski

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: February 23, 2016

SUBJECT: Discussion and consideration of 1) approving and entering into an Economic Development Agreement with Sooner Rose, LLC and the City of Midwest City in the approximant amount of \$4,100,000 and other good and valuable consideration, to establish the terms and conditions under which the parties will participate in the redevelopment of the property located on the northeast corner of South Sooner Road and SE 15th Street; and 2) and authorizing the chairman and/or the general manager/administrator to enter into such other agreements and execute such other documents as may be necessary or appropriate to effect the provisions of the Agreement.

The agreement is in the final drafting stage. Upon completion, we will provide it to you under separate cover. This agreement will establish the monetary amount the Authority will contribute and other terms that will govern the duties and responsibilities of Sooner, the City and the Authority in the redevelopment of the former Sooner Rose Elementary School site.

Staff recommends approval.

J. Guy Henson, AICP
General Manager/Administrator



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E-mail: GHenson@MidwestCityOK.org

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Administrator*

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Pam Dimski

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: February 23, 2016

SUBJECT: Discussion and consideration of approving approximately \$4,100,000.00 from the Hospital Discretionary Fund (425-9050-40-06, Special Projects by Trustees) to assist in redeveloping the S.E. 15th Street and Sooner Road site.

These funds will be used to fund responsibilities provided for in the Sooner Rose Economic Development Agreement.

Staff recommends approval.

J. Guy Henson
General Manager/Administrator



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 Chairman and Trustees
Midwest City Memorial Hospital Authority

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

Date: February 23rd, 2016

Subject: Discussion and consideration of approving a Grant of Temporary Easement for use of the property by Sooner Rose, LLC during the construction of the proposed Sooner Rose Development located at S.E. 15th Street and Sooner Road within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This temporary easement is to help prepare the property located along a portion of the east side of the new Sooner Rose Development for ease of future development. The current development boundary in this area will create a steep slope that will be difficult to maintain. The additional space offsite will allow much flatter grade in the area. (It will go from a 1:1 grade (1 foot vertical per 1 foot horizontal) to a 1:4 grade (1 foot vertical per 4 feet horizontal) The flatter grade will help eliminate erosion and will make maintenance (mowing) easier.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

RETURN TO CITY CLERK
100 North Midwest Boulevard
Midwest City, OK 73110

GRANT OF TEMPORARY EASEMENT

KNOW ALL BY THESE PRESENTS:

That the Midwest City Memorial Hospital Authority, a public trust (“Grantor”), of Oklahoma County, State of Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Sooner Rose, LLC a temporary easement across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

See Exhibit A

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling Sooner Rose, LLC, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment of Sooner Rose, LLC, its officers, agents, contractors and employees. THIS TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT BUT, IN NO EVENT, LATER THAN DECEMBER 31, 2017.

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

Grantor hereby covenants and warrants that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, and that Grantor will, so long as this easement is in full force and effect, defend the same unto Sooner Rose, LLC against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this _____ day of _____, 2016.

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this _____ day of February, 2016, personally appeared Jay Dee Collins 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 a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this ____ day of _____, 20____.

My Commission expires: _____

NOTARY PUBLIC

Approved by Midwest City Memorial Hospital Authority Attorney _____

Date: _____

Accepted by Sooner Investment Group _____ Date: _____



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MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: February 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.

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

Action is at the discretion of the Authority.

Sara Hancock, Secretary