



MIDWEST CITY
MEETING AGENDAS FOR
July 26, 2016

STAFF BRIEFING

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

July 26, 2016 – 6:00 PM

Special Assistance requests – tcoplen@midwestcityok.org or 739-1002.

(Please provide no less than 24 hours' notice)

Special assistance request during a meeting call 739-1388.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, Hospital Authority. "cpf "Wkku Cwj qtk"for July 26, 2016.

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

July 26, 2016 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation - Community Services Director Vaughn Sullivan
- Pledge of Allegiance - Councilmember Christine Price-Allen
- Community-related announcements

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 special meeting of July 6, 2016, and the staff briefing and regular meeting of July 12, 2016, as submitted.
(City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Grants Fund, revenue/ Intergovernmental (06) \$17,878; expenses/Transfers Out (06) \$17,878; revenue/ Intergovernmental (21) \$7,500; expenses/Transfers Out (21) \$7,500; revenue/ Intergovernmental (41) \$204,500; expenses/Transfers Out (41) \$204,500; revenue/Intergovernmental (62) \$126,755; expenses/Police (62) \$105,480; revenue/Intergovernmental (87) \$60,424; expenses/Transfers Out (87) \$60,424; revenue/Intergovernmental (88) \$161,099; expenses/Disaster Relief (88) \$161,099. Dedicated Tax 2012 Fund, revenue/ Transfers In (00) \$17,878. Emergency Operations Fund, revenue/Transfers In (00) \$7,500. Reimbursed Projects Fund, expenses/Community Development (05) \$63,273; revenue/ Intergovernmental (14) \$15,001; expenses/Neighborhood Services (15) \$87,358; expenses/Housing (37) \$35,000; revenue/Intergovernmental (39) \$16,000; expenses/Stormwater (61) \$11,450; expenses/Fire (64) \$111; expenses/Economic (87) \$27,500. (Finance - F. Chen)
3. Discussion and consideration of passing and approving a resolution releasing unappropriated fund balances at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; and amending the budgets for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budgets as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016. (Finance - F. Chen)

4. Discussion and consideration of accepting the City Manager's Report for the month of June, 2016. (Finance - F. Chen)
5. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$18,000 with Crawford and Associates, P. C. for annual financial statement preparation for the fiscal year ended June 30, 2016. (Finance – F. Chen)
6. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$57,000 with RSM US, LLP to perform an audit of the City of Midwest City's governmental activities, business-type activities, each major fund, and aggregate remaining fund information as of and for the year ended June 30, 2016 to include the performance of audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133, and approving and entering into a contract in an amount not to exceed \$3,500 with RSM US, LLP to compile the 2016 annual survey of city and town finances (SA&I Form 2643). (Finance - F. Chen)
7. Discussion and consideration of updating the City of Midwest City's company information with Heartland Payment Systems by designating Assistant City Manager Tim Lyon as the primary contact and authorized signer; City Manager J. Guy Henson as an authorized signer; and Staff Accountant Diana Spurlock as the secondary contact. (Finance - F. Chen)
8. Discussion and consideration of accepting the filing of the Midwest City Urban Renewal Authority's 2015-16 Annual Report. (City Attorney - K. Bolles)
9. 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)
10. Discussion and consideration of entering into a Contract to Provide Employee Assistance Project and Related Services with Dan Benton, LPC for FY 2016/2017 to provide the Employee Assistance Program and related services to City employees at the rate of \$2.25 per employee per month, and \$106.83 per initial assessment and \$62.44 per session. (Human Resources - C. Wilson)
11. Discussion and consideration of approving and entering into a Statement of Work and Professional Services Agreement with ImageNet Consulting LLC in an amount not to exceed \$61,270.00 to design and implement a digital and automated system to implement Laserfiche Rio Enterprise Content Management system for Human Resources functions. (Human Resources - C. Wilson)
12. Discussion and consideration of approving and entering into a contract for FY 2016-17 in the amount of \$181,374.00 with Central Oklahoma Transportation and Parking Authority (COTPA) EMBARK for the provision of Route 15 bus service in Midwest City. (Grants Management - T. Craft)

13. Discussion and consideration of approving a resolution establishing the Nine-One-One Emergency Telephone Fee Rate at three percent for calendar year 2017. (Emergency Management - M. Bower)
14. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2016-17 with the Town of Forest Park to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. (Police - B. Clabes)
15. Discussion and consideration of renewing the agreement with the Town of Forest Park for animal care services for fiscal year 2016-17. (Police - B. Clabes)
16. Discussion and consideration of approving and entering into a maintenance contract with Automation Integrated in the amount of \$4,290.00 for the maintenance of the Police Department building automation and control systems for fiscal year 2016-17. (Police - B. Clabes)
17. Discussion and consideration of 1) approving and entering into the 2016 Safe Oklahoma Grant Program Contract with the Oklahoma Attorney General's Office to establish the terms and conditions under which the City will receive a law enforcement grant in the amount of \$70,000; and 2) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant. (Police - B. Clabes)
18. Discussion and consideration of renewing the agreement with the Town of Forest Park to provide emergency animal control services for fiscal year 2016-2017. (Police - B. Clabes)
19. Discussion and consideration of approving and entering into a Fire Equipment Agreement with the Oklahoma County Board of County Commissioners to establish the terms and conditions under which the County shall provide the City with certain firefighting equipment. (Fire Department - B. Norton)
20. Discussion and consideration of accepting maintenance bonds from Commercial Construction Services, L.L.C. in the amount of \$3,096.00 and \$4,300.00, respectively, in regard to the water line and the sanitary sewer line improvements installed in conjunction with the new Soldier Creek Elementary school located at 9021 S.E. 15th Street. (Community Development - P. Menefee)
21. Discussion and consideration of accepting the maintenance bond from Commercial Construction Services, L.L.C. in the amount of \$7,500.00 for the water line improvements installed in conjunction with Midwest City Elementary School located at 2211 South Midwest Boulevard. (Community Development - P. Menefee)

- [22.](#) Discussion and consideration of approving and entering into the FY 2017 Unified Planning Work Program contract with the Association of Central Oklahoma Governments for traffic count data collection. (Community Development - P. Menefee)
- [23.](#) Discussion and consideration of accepting the maintenance bond from Red Rock Utility, L.L.C. in the amount of \$5,666.03 for the sanitary sewer line improvements installed in conjunction with Autumn Creek Villas, Phase II subdivision. (Community Development - P. Menefee)
- [24.](#) Discussion and consideration of dedicating a permanent Easement to Oklahoma Gas and Electric Company to provide the necessary electric service for the CNG Station located at the Public Works Administration complex at 8730 S.E. 15th Street in the Northeast Quarter of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
- [25.](#) Discussion and consideration of confirming the Mayor's reappointment of Senator Dave Herbert and Russell Smith to continue to serve as Midwest City Urban Renewal Authority commissioners for additional three-year terms. (City Attorney - K. Bolles)
- [26.](#) 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)

D. DISCUSSION ITEMS.

- [1.](#) (PC-1873) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a church (low impact institutional; neighborhood related) in the R-6, Single Family Detached Residential, district for the properties described as a part of the NE/4 of Section 10, T-11-N, R-2-W, located at 1114 N. Myrtle Drive. (B. Harless - Community Development)
- [2.](#) (PC-1874) Public hearing with discussion and consideration of approval of the Replat of Lot 1, Block 8 of The Orchard Addition, described as a part of the NW/4 of Section 12, T-11-N, R-2-W. (Community Development - B. Harless)
- [3.](#) (PC-1875) Public hearing with discussion and consideration of approval of an ordinance to amend the Planned Unit Development governed by the R-6, Single Family Detached Residential and R-2F, Two-Family Residential Districts to Planned Unit Development (PUD) governed by the R-6, Single Family district for the property described as a tract of land lying on the south side of NE 10th Street between Timber Road and Westminster Road in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)

4. (PC-1876) Public hearing with discussion and consideration of approval of the Preliminary Plat of Oakwood Landing for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)
5. (MP-10) Public hearing with discussion and consideration of approval of the Olivas Business Park Minor Plat described as a part of the SE/4 of Section 28, T-12-N, R-2-W, located at 1285 N. Air Depot Blvd. (Community Development - B. Harless)
6. Discussion and consideration of approving and entering into a Memorandum of Understanding for 2016-17 in the amount of \$75,000 with the Boys and Girls Clubs of Oklahoma County Inc. for the operation of a club site at Telstar Elementary School, located at 9521 N.E. 16th Street in Midwest City. (Grants Management - T. Craft)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

1. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Bill Lott's Workers Compensation Case Nos. MWC14-1478, MWC14-1479, MWC15-4811, and MWC15-4813, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon).
2. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Brian Iley's Workers Compensation Case No. MWC14-887, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon).
3. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. (City Manager - G. Henson)

G. FURTHER INFORMATION.

1. Minutes of the July 5, 2016 Planning Commission meeting. (Community Development - B. Harless)

H. ADJOURNMENT.



CONSENT AGENDA



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

MINUTES OF THE SPECIAL MIDWEST CITY COUNCIL MEETING

July 6, 2016 – 11:30 a.m.

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

Mayor Dukes called the meeting to order at 11:39 a.m.

Executive Session.

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

Motion was made by Dawkins, seconded by Reed, to go into executive session. Voting aye: McClure, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Byrne. Motion carried. The councilmembers went into executive session at 11:40 a.m.

*Councilmember McClure left the meeting at 12:31 p.m.

*Councilmember Dawkins left the meeting at 1:26 p.m.

Mayor Dukes reconvened the meeting in open session at 1:35 p.m. No action was taken.

Adjournment.

There being no further business, motion was made by Reed, seconded by Allen, to adjourn. Voting aye: Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: McClure, Byrne, and Dawkins. Motion carried. The meeting adjourned at 1:35 p.m.

ATTEST:

SARA HANCOCK, City Clerk

MATTHEW D. DUKES, II, Mayor

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

July 12, 2016 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Mayor Matt Dukes; Councilmembers Daniel McClure Jr., Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Pat Byrne.

Mayor Dukes called the meeting to order at 6:05 p.m.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for July 12, 2016. City Manager Guy Henson and Councilmember Allen made community-related announcements. Staff briefed the councilmembers on various items on the agenda, and the councilmembers sought clarification and discussed individual agenda items with staff.

The mayor closed the meeting at 6:44 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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

MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING

July 12, 2016 – 7:00 p.m.

This regular 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 Matt Dukes; Councilmembers Daniel McClure Jr., Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Pat Byrne.

Mayor Dukes called the meeting to order at 7:01 p.m.

Opening Business. The meeting opened with the invocation by Kathy Spivey, followed by the Pledge of Allegiance led by Councilmember Reed. Councilmember Allen, Councilmember McClure, Mayor Dukes and City Manager Guy Henson made community-related comments and announcements.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of June 28, 2016, as submitted.
2. Discussion and consideration of ratifying the approval of the management representation letters to Grant Thornton LLP and the acceptance of the associated Combined Financial Statements and Report of Certified Public Accountants of Sooner Town Center, LLC, Lowe's STC, LLC and STC II, LLC for calendar years ending December 31, 2012 and December 31, 2013.
3. Discussion and consideration of renewing the following contracts, without modifications, for Fiscal Year 2016-17: Office Supply Contract with Staples, Inc.; Savin copier maintenance agreement with Standley Systems at a rate of \$0.0089 per black and white and \$0.05 per color copies for three model #C9145 and two #MPC4502, plus a rate of \$0.0078 per black and white copy on model #C8075; the utility bill production agreement with Dataprose, LLC; and Connect + Series mail machine lease with Pitney Bowes in the amount of \$248.55 per month.
4. Discussion and consideration of approving and entering into an Annual Base Station Preventative Maintenance Contract for FY 2016-17 with Utility Technology Services, LLC in the amount of \$1,500 each for the two base stations towers being used with the AMI System.
5. Discussion and consideration of approving and entering into a contract in the amount of \$12,000 with the University of Oklahoma Institute for Quality Communities to perform an Original Mile Node and Linkage Study.

6. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2016-17 with the City of Harrah, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.
7. Discussion and consideration of renewing the agreement with the City of Harrah for animal care services for fiscal year 2016-17.
8. Discussion and consideration to award the bid to and enter into a contract for police firearm ammunition for fiscal year 2016-17 with GT Distributors, Inc. of Austin, Texas, who submitted the overall lowest and best bid submitted meeting specifications, for the 380 Caliber 95 gr./90 gr. for \$260.20 per unit for CCI-53606; 38 caliber 125 gr. for \$362.46 per unit for CCI-53720; 9mm 124 gr./135 gr. for \$187.08 per unit for CCI-53651 and \$362.46 per unit for CCI-53618; 40 Caliber 165 gr./175 gr. for \$226.76 per unit for CCI-53955 and \$390.15 per unit for CCI-53970; 357 Sig 125 gr./135 gr. For \$255.10 per unit for AE357S2 and \$401.66 per unit for CCI-54234; 45 Caliber 200 gr./220 gr. for \$322.44 per unit for CCI-53655 and \$428.40 per unit for CCI-53969; 223 Caliber 55 gr. for \$312.42 per unit for AE223 and for \$575.45 per unit for CCI-24446; 308 168 gr. for \$1,052.31 per unit for FC-GM308M; 12 ga. Buckshot 00 9 Pellet \$484.70 per unit for FC-LE13200; and for the 12 ga. 1-ounce Rifle Slug for \$663.25 per unit for FC-LEB127DPRS.
9. Discussion and consideration of renewing for fiscal year 2016-2017 the contracts with GeoSafe in the amount of \$10,000, less a \$5,000 contribution from Alliance Health Care, for software service and integration with the Tyler Computer-Aided Dispatch System to the iPads in fire and EMS vehicles; and with Emergency Reporting Fire/EMS Records Management in the amount of \$10,232 for software service and integration with CAD for records management.
10. Discussion and consideration of selecting Casey Hurt, a freeholder and qualified elector residing in Oklahoma County, to represent the City of Midwest City on the board of directors of the Central Oklahoma Master Conservancy District for a four-year term and submitting his name to the Cleveland County district judge who shall appoint Mr. Hurt to membership on the board of directors.
11. Discussion and consideration of declaring four and a half metal storage lockers surplus and authorizing their disposal by public auction.

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

Discussion Items.

1. **(PC-1871) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-6, Single Family Detached Residential District for the property described as a part of the SE/4 of section 25 T-12-N, R-2-W, located at 1205 N Post Road. (This item was tabled at the June 28, 2016 Council meeting.)** Kathy Peacock, 12799 Twin Pine Lane, Choctaw, and Jeryka Castelli, 7235 South Janet Street, addressed the Council. Motion was made by Dawkins, seconded by Allen, to approve Resolution 2016-11, as submitted. Voting aye: McClure, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Byrne. Motion carried.
2. **(MP-9) Public hearing with discussion and consideration of approval of the Minor Plat of the Fontenot-Hall Subdivision and granting the requested waivers for the sidewalk and half street improvements for the property described as a part of the NE/4 of Section 31, T-12-N, R-1-W, located at 1001 N. Cedar Dr.** Todd Hall, 13097 Rose Petal Circle, Herndon, VA, owner of the property, addressed the Council via telephone and Charles Thompson, 10400 N.E. 4th, addressed the Council in person. Motion was made by Reed, seconded by McClure, to approve the Minor Plat, as submitted, and grant the requested waivers for the sidewalk and half street improvements. Voting aye: McClure, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Byrne. Motion carried.
3. **Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, by amending Article II, In General, Division 1, Generally, Section 15-13, Compliance with orders, Section 15-15, Fire lanes, Section 15-15, Blocking fire hydrants and fire department connections, Section 15-22, Location of fire hydrants, Section 15-24, Smoke detectors, and Section 15-26, Access and operational standards for controlled access gates and gated subdivisions; by amending Article II, In General, Division 2, Fireworks, Section 15-33, Permits; insurance required; by amending Article II, In General, Division 3, Hazardous Materials, Section 15-41, Hazardous materials cleanup; recovery of costs; by amending Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, Section 15-56, Amendments; by amending Article III, Fire Prevention Codes and Standards, Division 3, NFPA National Fire Codes, Section 15-61, Adopted; by amending Article III, Fire Prevention Codes and Standards, Division 4, Fire Suppression and Detection Systems, Section 15-72, Alarm and detection systems plan review; fee, and Section 15-73, Sprinkler systems; by amending Article IV, Open Burning, Section 15-100, Open burning prohibited; exceptions, and Section 15-101, Permit required; fees, and by amending Article IV, Open Burning, by repealing Section 15-104, Burn pit defined; inspection; revocation of permit; establishing an effective date; and providing for repealer and severability. (This item was published under the Further Information portion of the May 24, 2016 Council agenda.)** Rella Johnson, 428 Monroney Drive, addressed the Council. Motion was made by McClure, seconded by Allen, to approve Ordinance 3276 as presented. Voting aye: McClure, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Byrne. Motion carried.

4. **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 appeared as a Discussion Item on the March 8, 2016 Council agenda.)** Rella Johnson, 428 Monroney Drive; Chris Morris, 1700 Sandra Drive; Bob Toney, 116 Ridgewood Drive; and Connie Kainer, 2609 Coach Light Drive, addressed the Council. After much discussion, a motion was made by Dawkins, seconded by Reed, to approve Ordinance 3277 as presented with the addition of the requirement of convictions on the offenses and for a new 90-day period to begin with a new tenant or other party responsible for the property. Voting aye: McClure, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Byrne. Motion carried.
5. **Discussion and consideration of replacing Daniel McClure Jr. as vice mayor.** No action was taken on this item at the request of the mayor.

New Business/Public Discussion.

Fred Hawk, 1302 South Caldwell; Charles Thompson, 10400 N.E. 4th; and Steve Huff, 13220 Shirley Lane, addressed the Council.

Adjournment.

There being no further business, motion was made by McClure, seconded by Reed, to adjourn. Voting aye: McClure, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Byrne. Motion carried. The meeting adjourned at 8:18 p.m.

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Grants Fund, revenue/Intergovernmental (06) \$17,878; expenses/Transfers Out (06) \$17,878; revenue/Intergovernmental (21) \$7,500; expenses/Transfers Out (21) \$7,500; revenue/Intergovernmental (41) \$204,500; expenses/Transfers Out (41) \$204,500; revenue/Intergovernmental (62) \$126,755; expenses/Police (62) \$105,480; revenue/Intergovernmental (87) \$60,424; expenses/Transfers Out (87) \$60,424; revenue/Intergovernmental (88) \$161,099; expenses/Disaster Relief (88) \$161,099. Dedicated Tax 2012 Fund, revenue/Transfers In (00) \$17,878. Emergency Operations Fund, revenue/Transfers In (00) \$7,500. Reimbursed Projects Fund, expenses/Community Development (05) \$63,273; revenue/Intergovernmental (14) \$15,001; expenses/Neighborhood Services (15) \$87,358; expenses/Housing (37) \$35,000; revenue/Intergovernmental (39) \$16,000; expenses/Stormwater (61) \$11,450; expenses/Fire (64) \$111; expenses/Economic (87) \$27,500.

The first supplement is needed to roll forward remaining budgets in Grants Fund from fiscal year 2015-2016 to current fiscal year. The second and third supplements are needed to roll forward budget for transfers in from Grants Fund to Dedicated Tax 2012 Fund and Emergency Operations Fund. The fourth supplement is needed to roll forward remaining budgets in Reimbursed Projects Fund from fiscal year 2015-2016 to current fiscal year and appropriate remaining balance of Christmas Baskets Project.

Frank Chen

Deputy Finance Director

SUPPLEMENTS

July 26, 2016

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Intergovernmental	17,878			
06	Transfers Out			17,878	
21	Intergovernmental	7,500			
21	Transfers Out			7,500	
41	Intergovernmental	204,500			
41	Transfers Out			204,500	
62	Intergovernmental	126,755			
62	Police			105,480	
87	Intergovernmental	60,424			
87	Transfers Out			60,424	
88	Intergovernmental	161,099			
88	Disaster Relief			161,099	
		<u>578,156</u>	<u>0</u>	<u>556,881</u>	<u>0</u>
Explanation: To roll forward remaining budgets in Grants Fund from fiscal year 2015-2016 to current fiscal year.					

Fund DEDICATED TAX 2012 (065)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	17,878			
		<u>17,878</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: To roll forward budgeted transfer in from Grants Fund from fiscal year 2015-2016 to current fiscal year.					

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	7,500			
		<u>7,500</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: To roll forward budgeted transfer in from Grants Fund from fiscal year 2015-2016 to current fiscal year.					

SUPPLEMENTS

July 26, 2016

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
05	Community Development			63,273	
14	Intergovernmental	15,001			
15	Neighborhood Services			87,358	
37	Housing			35,000	
39	Intergovernmental	16,000			
61	Stormwater			11,450	
64	Fire			111	
87	Economic			27,500	
		<u>31,001</u>	<u>0</u>	<u>224,692</u>	<u>0</u>

Explanation:
To roll forward remaining budgets in Reimbursed Projects Fund from fiscal year 2015-2016 to current fiscal year and to appropriate balance of Neighborhood Services Christmas Basket Project. Funding to come from fund balance.



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

SUBJECT: Discussion and consideration of passing and approving a resolution releasing unappropriated fund balances at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; and amending the budgets for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budgets as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016.

The Finance Department by policy has determined it to be in the best interest of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2016, rather than waiting until September 30, 2016. This process which is allowed by statute will provide for these amounts to be available for supplemental appropriation into fiscal year 2016-2017. It is the Finance Department's recommendation to lapse the encumbrances for fiscal year 2015-2016. The lapsed encumbrances are then to be renewed effective July 1, 2016 and funded through available fund balance of the fiscal year 2015-2016.

Frank Chen

Deputy Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. 2016-_____

A RESOLUTION RELEASING UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2016 TO BE MADE AVAILABLE FOR FISCAL YEAR 2016-2017; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2016-2017 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2015-2016 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2016, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2016.

WHEREAS, the City of Midwest City (the City) has adopted the provisions of the Oklahoma Municipal Budget Act (the Act), 11 O.S., Sections 17-201 through 17-216; and

WHEREAS, the City is also subject to the provisions of Oklahoma State Statutes, 62 O.S., Sections 310.4 and 310.5, providing for treatment of unencumbered appropriations remaining at the close of each fiscal year; and

WHEREAS, 62 O.S., Section 310.4 provides that all unencumbered balances of appropriations remaining at the close of day June 30 each year may remain as a credit for that fiscal year up to the close of September 30, next, provided that no new indebtedness may be incurred after June 30 chargeable to such remaining appropriation of the immediately preceding fiscal year; and

WHEREAS, it is the City's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2016 as payable from FY 2015-2016 appropriations, renew those same commitments effective July 1, 2016, and provide supplemental appropriations necessary for those renewed commitments to be charged against appropriations for the FY 2016-2017 fiscal year; and

WHEREAS, the City Council of the City of Midwest City has determined it in the best interests of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2016, rather than waiting until September 30, 2016, for these amounts to be available for supplemental appropriation into the current fiscal year;

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

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2016, formerly lawfully charged against and payable from FY 2015-2016 appropriations, are hereby cancelled and renewed effective July 1, 2016, to be charged against and payable from additional FY 2016-2017 fiscal year appropriations to be provided through supplemental appropriation on July 1, 2016.

SECTION 2. Any remaining unexpended appropriations within each fund at the close of day June 30, 2016, are considered lapsed, no longer a credit for that fiscal year, and are released. Those released appropriations from FY 2015-2016 shall be and are hereby deemed supplemental appropriations for the 2016-2017 fiscal year effective July 1, 2016. The FY 2016-2017 budgets are hereby amended to reflect the inclusion of those supplemental appropriations.

General Fund (010):

Departments-Divisions:

City Manager (010-0110)	\$	4,629
City Clerk (010-02/11-12)	\$	1,435
Community Development (010-0510)	\$	53,720
Park & Recreation (010-0610)	\$	1,216
Finance (010-0810)	\$	3,082
Street (010-0910)	\$	57,138
Animal Welfare (010-1010)	\$	378
Municipal Court (010-1210)	\$	1,437
General Government (010-1410)	\$	54,398

Neighborhood Services (010-1510/30/40)	\$ 3,405
Information Technology (010-1610)	\$ 22,542
Emergency Management (010-1810)	\$ 1,765
Swimming Pools (010-1910)	\$ 4,214
Police Fund (020-6210):	\$ 27,330
Fire Fund (040-64/10-12):	\$ 8,626

Special Revenue:

Street and Alley (013-0910)	\$ 970,742
Technology (014-1415)	\$ 20,793
Reimbursed Projects (016):	
Park & Recreation (016-0610)	\$ 34,233
Neighborhood Services (016-1510)	\$ 1,261
Grants Management (016-3910)	\$ 14,350
Municipal Golf (016-4820)	\$ 331
Recreation (016-7817)	\$ 303
29 th & Douglas Property (017-1710)	\$ 210
Police State Seizures (030-6200)	\$ 289
Police Federal Projects (033-6200)	\$ 8,508
Police Lab Fee (034-6200)	\$ 1,205
Police Jail (036-6230)	\$ 2,427
Police Impound Fees (037-6210)	\$ 400
Welcome Center (045-7410)	\$ 15,716
Convention & Visitors Bureau (046-0710)	\$ 5,745
Emergency Operations (070-2100)	\$ 18,970
Activity (115):	
Recreation (115-7810/15)	\$ 5,125
Parks and Recreation (123):	
Park & Recreation (123-0610)	\$ 23,169
Parks (123-2310)	\$ 6,500
Community Dev Block Grant (141-3925)	\$ 16,926
Grants/Housing Activities (142-3710/20)	\$ 910
Grants (143):	
Emergency Operations (143-2100)	\$ 8,000
Disaster Relief (143-8890)	\$ 11,750
Downtown Redevelopment (194-9210/50)	\$ 85,976
Disaster Relief (310)	
Neighborhood Services (310-1510)	\$ 2,148
Disaster Relief (310-8810)	\$ 114,296

Capital Project:

General Government Sales Tax (009):	
City Manager (009-0110)	\$ 458
Personnel (009-0310)	\$ 1,825
Community Development (009-0510)	\$ 20,234
Park & Recreation (009-0610)	\$ 101,899
Street (009-0910)	\$ 133,026
Animal Welfare (009-1010)	\$ 5,101
General Government (009-1410)	\$ 21,483
Neighborhood Services (009-1510/30)	\$ 1,000
Information Technology (009-1610)	\$ 6,706
Police Capitalization (021-6210)	\$ 214,198
Fire Capitalization (041-6410)	\$ 65,542
Street Tax (065):	
Park & Rec (065-0610)	\$ 4,935
Parks (065-2310)	\$ 34,316
Streets (065-6600)	\$ 201,433
Capital Improvement (157-5700)	\$ 184,608
G.O. Street Bond (269-6910)	\$ 305,043

Debt Service:

G.O. Debt Service (350-0000)	\$ 28,219
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Inetrnal Service:

Public Works Administration (075-3010)	\$ 10,232
Fleet Maintenance (080-2510)	\$ 112,832
Surplus Property (081-2610)	\$ 2,500
Risk Management (202-2910/54)	\$ 4,965
L&H Benefits (240-0310)	\$ 1,100

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma, this 26th day of July, 2016.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, MAYOR

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 26th day of July, 2016.

KATHERINE BOLLES, City Attorney



***THE CITY OF
MIDWEST CITY***
Finance Department

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of June, 2016.

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

Reimbursed Projects (016) decreased due to the payment to Virtra Systems, Inc. for:
Training Simulator <\$146,102>

Construction Loan Payment (178) decreased because of the payment for:
SE 15 St. Widening <\$184,756>

Sewer Construction (186) decreased because of the payment to:
Garney Companies, Inc. <\$134,487>
Black & Veatch Corporation <\$53,371>

Utilities Authority (193) increased as a result of transfers from the following funds to fund the Soldier Creek Industrial Park:
MWC Hospital Authority (425) \$300,000
Capital Sewer Imp.-Stroth (188) \$140,000

Hotel/Conference Center (195) had an operational loss of \$76,973 in June.

Tax Increment Financing (351) received annual collection of \$1,166,123 Ad Valorem Tax from 29th Street TIF District.

MWC Hospital Authority (425) activities for June:
(9010)-unrealized loss on investment < \$181,642>
(9050)-unrealized loss on investment <\$32,568>
(9050)-payment for SE 15th/Sooner development <\$235,537>
(9060)-budgeted transfer to Fund 193 <\$300,000>

This item is at Council's discretion.

Frank Chen

Frank Chen

Deputy Finance Director

100 N MIDWEST BLVD • MIDWEST CITY, OK 73110 • (405) 739-1245 • (405) 739-1247 FAX

City of Midwest City
Financial Summary by Fund
for Period Ending June, 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	1,930,025	-	2,053,701	680,934	(804,610)	(123,676)	1,930,025
10	GENERAL	4,844,627	(172,729)	4,222,650	37,795,637	(37,346,390)	449,247	4,671,897
11	CAPITAL OUTLAY RESERVE	893,700	-	873,787	19,913	-	19,913	893,700
13	STREET AND ALLEY FUND	1,775,423	-	1,729,956	628,420	(582,952)	45,467	1,775,423
14	TECHNOLOGY FUND	478,156	-	481,257	431,586	(434,687)	(3,100)	478,156
16	REIMBURSED PROJECTS	808,427	(184,121)	675,743	538,615	(590,053)	(51,438)	624,306
17	29TH & DOUGLAS PROPERTY	5,500,000	(181,059)	5,210,226	135,994	(27,279)	108,715	5,318,941
20	MWC POLICE DEPARTMENT	1,544,048	-	1,518,741	12,647,588	(12,622,281)	25,307	1,544,048
21	POLICE CAPITALIZATION	949,578	-	676,458	529,176	(256,056)	273,120	949,578
25	JUVENILE FUND	73,081	-	104,185	133,234	(164,337)	(31,103)	73,081
30	POLICE STATE SEIZURES	42,161	-	38,409	16,716	(12,963)	3,752	42,161
31	SPECIAL POLICE PROJECTS	48,259	-	50,212	7,223	(9,176)	(1,953)	48,259
33	POLICE FEDERAL PROJECTS	86,596	-	92,441	1,429	(7,273)	(5,844)	86,596
34	POLICE LAB FEE FUND	16,457	-	21,465	10,578	(15,586)	(5,008)	16,457
35	EMPLOYEE ACTIVITY FUND	17,714	-	15,875	10,824	(8,985)	1,839	17,714
36	JAIL	148,697	-	185,400	114,915	(151,618)	(36,703)	148,697
37	POLICE IMPOUND FEE	163,034	-	111,976	76,659	(25,601)	51,058	163,034
40	MWC FIRE DEPARTMENT	1,181,748	(4)	888,234	10,147,712	(9,854,203)	293,510	1,181,744
41	FIRE CAPITALIZATION	528,049	-	592,836	368,556	(433,342)	(64,786)	528,049
45	MWC WELCOME CENTER	349,063	(195)	325,488	211,715	(188,334)	23,380	348,868
46	CONV / VISITORS BUREAU	192,433	-	140,024	338,269	(285,860)	52,408	192,433
50	DRAINAGE TAX FUND	180,165	-	253,942	185,663	(259,440)	(73,777)	180,165
60	CAPITAL DRAINAGE IMP	417,629	-	334,872	455,005	(372,248)	82,757	417,629
61	STORM WATER QUALITY	918,411	-	884,423	758,655	(724,668)	33,988	918,411
65	STREET TAX FUND	1,231,886	-	1,080,011	457,804	(305,930)	151,875	1,231,886
70	EMERGENCY OPER FUND	658,058	-	740,750	411,909	(494,601)	(82,692)	658,058
75	PUBLIC WORKS ADMIN	283,928	-	216,227	918,761	(851,060)	67,701	283,928
80	INTERSERVICE FUND	183,485	-	146,291	2,181,484	(2,144,291)	37,193	183,485
81	SURPLUS PROPERTY	306,476	(237,482)	57,402	50,966	(39,374)	11,592	68,994
115	ACTIVITY FUND	269,707	-	304,088	175,776	(210,156)	(34,381)	269,707
123	PARK & RECREATION	552,750	-	378,386	572,186	(397,821)	174,365	552,750
141	COMM. DEV. BLOCK GRANT	15,156	-	15,156	457,837	(457,837)	-	15,156
142	GRANTS/HOUSING ACTIVITIES	194,696	(6,021)	261,039	55,505	(127,870)	(72,365)	188,674
143	GRANT FUNDS	97,145	(37,145)	58,318	351,546	(349,864)	1,682	60,000

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

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,940,229	21,250	2,530,406	944,677	(513,605)	431,072	2,961,479
172	CAP. WATER IMP-WALKER	481,054	(13,850)	864,897	460,934	(858,627)	(397,693)	467,204
178	CONST LOAN PAYMENT REV	1,966,175	(21,456)	1,694,117	716,576	(465,975)	250,602	1,944,719
184	SEWER BACKUP FUND	81,039	-	80,681	1,825	(1,466)	359	81,039
186	SEWER CONSTRUCTION	5,886,997	(2,785,964)	4,652,015	1,550,629	(3,101,610)	(1,550,981)	3,101,034
187	UTILITY SERVICES	441,253	(924)	384,521	1,122,259	(1,066,451)	55,808	440,330
188	CAP. SEWER IMP.-STROTH	51,412	(8,439)	166,194	415,704	(538,925)	(123,221)	42,973
189	UTILITIES CAPITAL OUTLAY	1,706,560	(131,222)	(129,021)	2,361,370	(657,011)	1,704,359	1,575,337
190	MWC SANITATION DEPARTMENT	2,070,994	-	2,166,341	5,773,836	(5,869,183)	(95,347)	2,070,994
191	MWC WATER DEPARTMENT	559,333	-	730,063	5,620,853	(5,791,582)	(170,730)	559,333
192	MWC SEWER DEPARTMENT	1,130,962	-	971,908	5,421,055	(5,262,001)	159,054	1,130,962
193	MWC UTILITIES AUTHORITY	985,067	(34,123)	1,107,612	547,765	(704,433)	(156,668)	950,944
194	DOWNTOWN REDEVELOPMENT	3,756,014	(6,953)	3,165,630	1,564,984	(981,553)	583,431	3,749,062
195	HOTEL/CONFERENCE CENTER	472,894	(1,195,372)	(314,204)	5,363,319	(5,771,593)	(408,274)	(722,478)
196	HOTEL 4% FF&E	1,070,438	-	1,266,980	214,533	(411,075)	(196,542)	1,070,438
197	JOHN CONRAD REGIONAL GOLF	165,850	(5,854)	86,403	1,147,853	(1,074,261)	73,592	159,995
201	URBAN RENEWAL AUTHORITY	62,623	-	3,804	65,687	(6,868)	58,819	62,623
202	RISK MANAGEMENT	3,257,087	(3,403)	3,812,390	2,002,696	(2,561,401)	(558,705)	3,253,684
220	ANIMALS BEST FRIEND	74,490	-	69,763	24,004	(19,277)	4,727	74,490
225	HOTEL MOTEL FUND	-	-	-	597,088	(597,088)	-	-
230	CUSTOMER DEPOSITS	1,418,460	(1,418,460)	-	31,249	(31,249)	-	-
235	MUNICIPAL COURT	97,600	(97,600)	-	2,210	(2,210)	-	-
240	L & H BENEFITS	1,806,654	(145,498)	1,943,651	6,952,662	(7,235,157)	(282,495)	1,661,156
250	CAPITAL IMP REV BOND	3,862,392	(61,433,123)	(61,635,836)	14,816,724	(10,751,619)	4,065,105	(57,570,731)
269	2002 G.O. STREET BOND	3,068,356	(3,643)	3,341,434	211,189	(487,911)	(276,722)	3,064,713
310	DISASTER RELIEF	1,468,505	(184,954)	1,407,848	170,652	(294,949)	(124,297)	1,283,551
340	REVENUE BOND SINKING FUND	-	-	-	5,574,869	(5,574,869)	-	-
350	G. O. DEBT SERVICES	1,363,245	-	1,431,347	1,555,040	(1,623,142)	(68,102)	1,363,245
351	TAX INCREMENT FINANCING	-	(62,340)	(1,181,139)	1,167,194	(48,395)	1,118,799	(62,340)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	74,288,742	(9,792,158)	66,270,390	121,105	(1,894,911)	(1,773,806)	64,496,585
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,856,682	(356,682)	2,500,000	55,110	(55,110)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	8,994,187	(10,650)	9,223,576	1,556,346	(1,796,385)	(240,039)	8,983,537
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	3,855,250	(154,711)	3,157,879	3,228,919	(2,686,257)	542,662	3,700,541
	TOTAL	157,121,316	(78,664,885)	74,509,619	143,239,707	(139,292,894)	3,946,813	78,456,432



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

SUBJECT: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$18,000 with Crawford and Associates, P. C. for annual financial statement preparation for the fiscal year ended June 30, 2016. (Finance – F. Chen)

Considering the independence requirements of *Government Auditing Standards*, the dual role of preparer/auditor has undergone significant change in an effort to avoid independence impairments. With GASB 34, the standards and technical difficulties have changed significantly. It is my recommendation to engage Crawford and Associates to prepare the Annual Financial Statements for the period ending June 30, 2016. Due to their unique expertise in governmental accounting and finance and their role nationally in the implementation of GASB Statement No. 34, they can provide the City with the necessary resources for preparation of the Annual Financial Statements.

The City will also negotiate a contract with external financial statement auditors. This separation of accounting / consulting services and financial statement audit services will allow the auditor to avoid potential impairment issues dealing with the appearance of independence from an audit perspective. Staff will recommend under a separate memorandum RSM US, LLP as external auditors for Fiscal Year Ending June 30, 2016.

Frank Chen

Deputy Finance Director

Attachment: Engagement Letter



June 29, 2016

Honorable Mayor and Members of the City Council
City of Midwest City
100 N Midwest Blvd
Midwest City, OK 73110

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Midwest City (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Midwest City management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Midwest City contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Midwest City are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Midwest City, Oklahoma as of and for the year ended June 30, 2016. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Midwest City, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm Chairman \$250
- Firm President \$250
- Shareholders \$160
- Consulting Managers \$145
- Consulting Staff \$105
- Clerical Staff \$40

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. However, for your purchase order preparation purposes, we estimate that the fees for the services anticipated at this time, as defined in the Scope of Services section of this letter, will approximate \$18,000.

The term of this engagement is a period from July 1, 2016 through June 30, 2017. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Midwest City.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Midwest City:

By: _____

Title: _____

Date: _____



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

SUBJECT: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$57,000 with RSM US, LLP to perform an audit of the City of Midwest City's governmental activities, business-type activities, each major fund, and aggregate remaining fund information as of and for the year ended June 30, 2016 to include the performance of audit requirements imposed by the Single Audit Act and the U. S. Office of Management and Budget (OMB) Circular No. A-133, and approving and entering into a contract in an amount not to exceed \$3,500 with RSM US, LLP to compile the 2016 annual survey of city and town finances (SA&I Form 2643).

The Finance Department has been in communication with Mike Gibson of RSM US, LLP concerning the audit engagement for Fiscal Year 2015-2016. The financial statements audit fee is \$54,000, each major federal program audit fee is \$3,000. There will be either one major federal program or none major program to be audited, depends on the final accrual amount for all federal grants received, for the year ended June 30, 2016. It is recommended that the attached engagement letters be approved for audit services including the Single Audit required by OMB Circular No. A-133 for period ending June 30, 2016 and compilation services of the 2016 annual survey of city and town finances (SA&I Form 2643) required by Oklahoma State Auditor and Inspector pursuant to Section 17-105.1 of the Title 11 of the Oklahoma Statutes.

Frank Chen

Deputy Finance Director

Attachment: Audit Engagement Letter
Compilation Engagement Letter of SA&I Form 2643
Communication Letter



June 27, 2016

RSM US LLP

531 Couch Drive
Oklahoma City, Oklahoma

T +1 405 239 7961

F +1 405 235 0042

www.rsmus.com

City Council
Mr. J. Guy Henson, City Manager
Mr. Tim Lyons, Assistant City Manager
City of Midwest City
Midwest City, Oklahoma

Attention: City Council

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Midwest City (the City), governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ended June 30, 2016 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will also perform the audit of the City as of June 30, 2016, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards, circulars, and supplements require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

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In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our audit will include all of the City's accounts and funds in effect as of and during the year ended June 30, 2016.

The City of Midwest City has no discrete component units that are required to be included in the City's basic financial statements, and the blended component units that are to be included as part of the City of Midwest City's financial statements are Midwest City Municipal Authority, the Midwest City Utilities Authority, Midwest City Hospital Authority and Urban Renewal Authority.

There are no component units whose financial statements you have told us will be omitted from the basic financial statements.

The City is a recipient of in Federal programs funded by various Federal agencies, including, but not limited to:

- U.S. Department of HUD
- U.S. Department of Transportation
- Federal Emergency Management Agency

You will provide us with a preliminary schedule of expenditures of federal awards, covering Federal expenditures for the period from July 1, 2015 through June 30, 2016, by July 31, 2016.

We will make our preliminary determination of major programs from this schedule. A final schedule of expenditures of federal awards will be provided to us by October 17, 2016.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
- c. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- d. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- e. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s); and
- f. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit;
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
 - (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Council is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering.

Our association with an official statement is a matter for which separate arrangements will be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the City seeks such consent, we will be under no obligation to grant such consent or approval.

Because RSM US LLP will rely on the City of Midwest City and its management to discharge the foregoing responsibilities, the City of Midwest City holds harmless and releases RSM US LLP, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City of Midwest City's management which has caused, in any respect, RSM US LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

City of Midwest City's Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City of Midwest City personnel, including the preparation of schedules and analyses of accounts, has been and will be discussed and coordinated Mr. Frank Chen, Deputy Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In addition, we may utilize financial information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by RSM US LLP professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Our fee for the services described in this letter will be as follows:

- Audit of financial statements \$ 54,000
- Single Audit Act requirements, **only if required:**
\$3,000 per major Federal program

Our fees for the services described in this letter will not exceed the amount listed above, unless any of the aforementioned criteria are not met, in which case we will discuss the situation with you before proceeding. Other factors that could cause an adjustment to the professional fees would be the addition of new Federal programs that are "Type A" programs as defined by the Single Audit Act, new funds not previously communicated to us, changes in laws and regulations, accounting principles, auditing standards, and other matters that increase the amount of work required to complete the audit. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of RSM US LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RSM US LLP audit personnel and at a location designated by our Firm.

Reporting

We will issue a written report upon completion of our audit the City's financial statements. Our report will be addressed to the City Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the City's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2016.
- Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program.
- A schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between RSM US LLP and the City of Midwest City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties and is subject to completing our normal arrangement procedures.

City Council
City of Midwest City, Oklahoma
June 27, 2016
Page 7

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

RSM US LLP

A handwritten signature in black ink, appearing to read "Mike Gibson", with a long horizontal line extending to the right.

Mike Gibson, Partner

Confirmed on behalf of the City Council:

Mayor

Management's acknowledgment of the agreement:

City Manager

Assistant City Manager



June 27, 2016

Mr. Matt Dukes
Mayor
100 N. Midwest Boulevard
Midwest City, OK 73140

RSM US LLP

531 Couch Drive
Oklahoma City, Oklahoma

T +1 405 239 7961

F +1 405 235 0042

www.rsmus.com

Attention: Mr. Dukes:

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services:

We will compile, from information you provide, the 2016 Annual Survey of City and Town Finances (SA&I Form 2643), and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services (SSARs) issued by the American Institute of Certified Public Accountants (AICPA).

The objective of a compilation is to assist you in presenting financial information in the prescribed form. We will utilize information that is your representation without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial information in the prescribed form in order for the Annual Survey (SA&I Form 2643) to be in conformity with the basis of accounting prescribed by Oklahoma State Auditor and Inspector pursuant to Section 17-105.1 of Title 11 of the Oklahoma Statutes.

You are responsible for

- a. the preparation and fair presentation of the financial information in Annual Survey (SA&I Form 2643) in accordance with the basis of accounting prescribed by Oklahoma State Auditor and Inspector pursuant to Section 17-105.1 of Title 11 of the Oklahoma Statutes.
- b. designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial information in the prescribed form.
- c. preventing and detecting fraud
- d. identifying and ensuring that the entity complies with the laws and regulations applicable to its activities.
- e. making all financial records and related information available to us.

We are responsible for conducting the engagement in accordance with SSARs issued by the AICPA.

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A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, or the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, we will not express an opinion or provide any assurance regarding the financial information included in the Annual Survey (SA&I Form 2643).

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

Because RSM US, LLP will rely on the City of Midwest City and its management to discharge the foregoing responsibilities, the City of Midwest City holds harmless and releases RSM US, LLP, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where has been a known misrepresentation by a member of the City of Midwest City's management, which has caused, in any respect, RSM US, LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

We will render such accounting and bookkeeping assistance as we find necessary for the preparation of the compilation of the Annual Survey (SA&I Form 2643) and as may be arranged with you or your authorized employees. You will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and for making all management decisions with respect to the services.

If, for any reason, we are unable to complete the compilation of the Annual Survey (SA&I Form 2643), we will not issue a report on such statements as a result of this engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by your personnel in the preparation of schedule and analyses of accounts has been discussed and coordinated with you. The timely and accurate completion of this work is an essential condition to our completion of the engagement and issuance of our compilation report.

Our fees for these services are based on the time required by individuals assigned to the engagement, plus direct expenses. Our fees for the services described in this letter will be \$3,500.

In the event we are requested or authorized by the City of Midwest City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the City of Midwest City, the City of Midwest City will, so long as we are not party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The City of Midwest City and RSM US, LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the report issued by RSM US, LLP or the date of this arrangement letter if no report has been issued. The City of Midwest City waives any claim for punitive damages. RSM US, LLP's liability for all claims, damages, and costs of the City of

Mayor
City of Midwest City
June 27, 2016
Page 3

Midwest City arising from this engagement is limited to the amount of fees paid by the City of Midwest City to RSM US, LLP for the services rendered under this arrangement letter.

This letter constitutes the complete and exclusive statement of the agreement between RSM US, LLP, superseding all proposals oral or written and all other communications, with respect to the terms of the engagement between parties.

We will be pleased to discuss this letter with you at any time. If the foregoing is in accordance with your understanding, please sign this letter in the space provided and return it to us.

RSM US LLP

A handwritten signature in black ink, appearing to read "Mike Gibson", followed by a long horizontal line.

Mike Gibson, Partner

Acknowledged:

City of Midwest City, Oklahoma

Matt Dukes, Mayor



June 27, 2016

City Council
City of Midwest City Midwest City, Oklahoma

RSM US LLP

531 Couch Drive
Oklahoma City, Oklahoma

T +1 405 239 7961

F +1 405 235 0042

www.rsmus.com

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of City of Midwest City's financial statements and compliance as of and for the year ended June 30, 2016.

Communication

Effective two-way communication between our Firm and the members of the City Council is important to understanding matters related to the audit and in developing a constructive working relationship.

Your insights may assist us in understanding the City of Midwest City and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate with us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, illegal acts that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you, and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing after the audit.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, without our permission no partner or professional employee of RSM US LLP is permitted to own any direct financial interest or a material indirect financial interest in a client or any affiliates of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with Firm policy. In addition, our policies restrict certain non-audit services that may be provided by RSM US LLP and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

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The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how your entity functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your operations. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of business objectives, strategies, risks, and performance. As part of obtaining an understanding of your organization and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement and noncompliance, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement and noncompliance. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error or to instances of noncompliance, including abuse.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements or noncompliance on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, in forming the opinion in our report on the financial statements and in determining or reporting in accordance with Government Auditing Standards and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing, and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Our Approach to Internal Control and Compliance Relevant to the Audit

Our audit of the financial statements, including compliance, will include obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Our review and understanding of the City of Midwest City's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

We will issue reports on internal control related to the financial statements and major programs. These reports describe the scope of testing of internal control and the results of our tests of internal controls. Our reports on internal control will include any significant deficiencies and material weaknesses in the system, of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with the requirements of the Government Auditing Standards issued by the Comptroller General of the United States, the Single Audit Act, and the U.S. Office of Management and Budget, (OMB) Circular No. A-133.

We will issue reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.

RSM US LLP
551 Couch Drive
Oklahoma City, Oklahoma
T +1 405 239 7961
F +1 405 235 0042

Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with the requirements of the standards and circular identified above.

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Timing of the Audit

We will perform planning and interim procedures in August 2016, including tests of major Federal programs. Year-end audit procedures will primarily be performed in October and November 2016. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to meeting this schedule and completing our audit on a timely basis.

Closing

This letter is intended solely for the information and use of the City Council of the City of Midwest City, and is not intended to be and should not be used by anyone other than the specified parties.

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to be of service to the City of Midwest City.

RSM US LLP



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

SUBJECT: Discussion and consideration of updating the City of Midwest City's company information with Heartland Payment Systems by designating Assistant City Manager Tim Lyon as the primary contact and authorized signer; City Manager J. Guy Henson as an authorized signer; and Staff Accountant Diana Spurlock as secondary contact.

The Finance Department is recommending that the City of Midwest City update their company information with Heartland Payment Systems (the on-site credit card and web-based merchant provider for the city electronic payment activities). The Finance Department is recommending that Assistant City Manager Tim Lyon be named as Primary Contact and Authorized Signer (replacing Lynn Jack Fry) and Staff Accountant Diana Spurlock be named as Secondary Contact to receive all correspondence (replacing Judy Siemens) and add J. Guy Henson as an authorized signer.

Frank Chen

Deputy Finance Director

Attachment: Heartland Company Information – Update Application

For account maintenance, only applicable fields are required to be completed.

COMPANY INFORMATION

Existing MID: MULTI LOC SIGNER & EM CHG # of Locations: 10 Affiliate Code: REQ TO REMOVE LYNN JACK FRY

RM Name: _____ RM Phone #: _____

DBA Name: _____ DBA Phone #: _____ Fax #: _____

Address: _____ City: _____ ST: _____ Zip: _____

Email: dspurlock@midwestcityok.org Website: _____
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Diana Last Name: Spurlock

Primary Contact Name: Tim Lyon Contact Phone #: 405-739-1201

Authorized to Purchase: ☒ Yes ☐ No

Secondary Contact Name: Diana Spurlock Contact Phone #: 405-869-8644

Authorized to Purchase: ☐ Yes ☒ No

Legal /Corporate Name: City of Midwest City Federal Tax ID/EIN: 73-6027530
(Must correspond with IRS filing name) (Must correspond with legal name)

Address: Attn: Finance, 100 N Midwest Blvd City: Midwest City ST: OK Zip: 73110

Corporate Headquarters Name/ Management Company: _____ Phone: _____
(If Management Company; please provide a copy of the Management Agreement)

Address: _____ City: _____ ST: _____ Zip: _____

MERCHANT DETAIL

Type of Business (Required): ☐ Public ☐ Private

Type of Ownership: ☐ Sole Proprietorship* ☐ Partnership ☐ Corporation ☐ L.L.C.** ☐ Tax Exempt ☒ Government

*If business is owned by a Sole Proprietor is the Federal Tax ID the signers SSN: ☐ Yes ☐ No

** IRS reporting classification for LLC: ☐ Disregarded Entity (aka Single Member LLC) ☐ Corporation ☐ Partnership

If ownership is changing due to the purchase of an existing /returning HPS account, is the purchase completed? ☐ Yes ☐ No

Date Business Acquired by Current Owner: _____

Are you currently in contract or negotiating with a Third Party Lender: ☐ Yes ☐ No

Contract Start Date: _____ Length of Contract Term: _____ Loan Balance: _____

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment Gateway or data warehouse, etc.)? ☐ Yes ☐ No

Does your company provide third party services to store, process or transmit card member data: ☐ Yes ☐ No

Are you a Payment Facilitator/Payment Service Provider: ☐ Yes ☐ No

Has your business experienced a card member account data compromise? ☐ Yes ☐ No

Note: Payment Facilitator/Payment Service Provider and File Hosting/Storage are currently restricted and will require Sponsor Bank review.

If yes, what was the date of the compromise: _____ (copy of the completed forensic investigation is required with the app)

What Products and / or services do you provide: _____

Seasonal: ☐ Yes ☐ No

If yes, check months open: ☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

Disclaimer: Significant changes to the Sales and/or Processing methods will require a new 3 page Merchant Application.
A complete due diligence process will be performed.

Visa/MasterCard Annual Volume: _____ Visa/MasterCard Average Ticket: _____

Visa/MasterCard High Ticket: _____ Visa/MasterCard High Ticket Frequency: _____

Discover Annual Volume: _____ Discover Average Ticket: _____

American Express Annual Volume: _____ American Express Average Ticket: _____

SALES METHOD		PROCESSING METHOD		FUTURE DELIVERY*	
On Premise Face to Face Sales	%	Card Swiped	%	2-5 Days	%
Off Premise Face to Face Sales	%	Keyed with Imprinted Receipt	%	6-10 Days	%
Mail Order Sales	%	Keyed without Imprinted Receipt	%	11-30 Days	%
Real - Time Internet Sales	%	TOTAL =	100%	31-60 Days	%
Inbound Telephone Order Sales	%			61-90 Days	%
Outbound Telephone Order Sales	%	MOTO CARD TYPE	%	91-120 Days	%
Internet Keyed	%	Percent of Domestic Transactions	%	>120 Days	%
Recurring Billing	%			TOTAL =	100%
TOTAL =	100%	Percent of Foreign Transactions	%		
What percentage of business if Future Delivery: %					

☐ OWNER ☒ OFFICERS

1. Name: Tim Lyon Title: Asst. City Manager
 Address: 100 N Midwest Blvd City: Midwest City ST: OK Zip: 73110

Home Phone: _____ Cell Phone: _____

Driver's License: _____ Length at Home Address: 15 yrs Business Equity Ownership: 0 %

☐ OWNER ☒ OFFICERS

2. Name: J. Guy Henson Title: City Manager SSN: _____ DOB (mm/dd/yyyy): _____
 Address: 100 N Midwest Blvd City: Midwest City ST: OK Zip: 73110

Home Phone: _____ Cell Phone: _____

Driver's License: _____ Length at Home Address: 36 yrs Business Equity Ownership: 0 %

PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the Merchant submitting this Application ("Merchant") and ("Acquirer"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Acquirer and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) (has/have) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guaranties. Merchant and the undersigned authorize Acquirer, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

X _____	X _____
---------	---------

1. Personal Guarantor Signature

2. Personal Guarantor Signature

CERTIFICATION AND CONSUMER REPORT AUTHORIZATION

Have you or your company ever filed for Bankruptcy: ☐ Yes ☐ No Type: ☐ Personal ☐ Business Date Filed: _____
 Do you support the Merchant Bill of Rights: ☐ Yes ☐ No Do you permit HPS to list you as a supporter: ☐ Yes ☐ No

I understand this form is an update to the original agreement. All items listed on this form will replace the existing information on the original application and are true and correct. Merchant authorizes Acquirer, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of this Application. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements which together with this application shall constitute the agreement(s) between the parties. HPS may require additional information prior to modifying my account including but not limited to documentation such as Articles of Organization, Purchase Agreements, ETC. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands. **NOTE: By signing this document the original contract term of your Merchant Processing Agreement will not be extended.**

X <u>Tim Lyon</u>	<u>Tim Lyon Asst City Manager</u>	<u>7-8-16</u>
	Print Name & Title	Date

1. Original Owner / Officer Signature - (Required)

X <u>J. Guy Henson</u>	<u>J. Guy Henson City Manager</u>	<u>7-11-16</u>
	Print Name & Title	Date

2. Original Owner / Officer Signature

X <u>Frank Chen</u>	<u>Frank Chen Deputy Finance Director</u>	<u>7-11-16</u>
	Print Name & Title	Date

Witness Signature (Required)

Return Form to any of the following:

Fax: _____ Email: _____

Mail: One Heartland Way - Jeffersonville IN. 47130



City Attorney
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1203

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Katherine Bolles, City Attorney

DATE: July 26, 2016

RE: Discussion and consideration of accepting the filing of the Midwest City Urban Renewal Authority's 2015-16 Annual Report.

On July 20, 2016, the Midwest City Urban Renewal Authority met. At that meeting the commissioners reviewed and approved the fiscal year 2015-16 report and directed that it be filed with you as required by Title 11, Section 38-107 of the Oklahoma Statutes. A copy of the report is attached for your review.

Staff recommends approval.

KATHERINE BOLLES
City Attorney

Attachment

**2015-16 ANNUAL REPORT OF THE
MIDWEST CITY URBAN RENEWAL AUTHORITY**

During fiscal year 2015-16, the Authority's pending litigation pertaining to its property, commonly referred to as Outparcel 10, remains unresolved. Outparcel 10 is the outparcel on South Air Depot Boulevard immediately south of Boeing Drive and immediately north of the Shell Gas and Circle K convenience store located on the northeast corner of South Air Depot Boulevard and SE 29th Street. The Authority owns the property; however, the value of the property and the damages owed the previous owner due to the condemnation of the property have not yet been definitively determined.

In the meantime, STC IV finalized a lease with Raising Cane's Chicken Fingers for the westernmost 245' of the property (total area = \pm 40,000 ft.²) leaving \pm 31,438 ft.² available for a future development to the east. The Raising Cane's lease agreement requires it to pay STC IV \$90,000 in rent per year and allows for a 50% split of the net proceeds between STC IV and the URA after all expenses have been satisfied.

Mutt's Amazing Hot Dogs, a trendy Oklahoma City restaurant, showed interest in the remaining property earlier this year. However, the owners shied away from building their own building from scratch due to construction costs. They have since chosen an existing space to remodel in the Downtown area of Town Center Plaza. Staff is still working to fill the URA's remaining space.

Attached to this report is a financial statement setting forth the Urban Renewal Authority's assets, liabilities and fund balance as of June 30, 2016.

STEVE PARROTT, Vice Chairman
Midwest City Urban Renewal Authority

**MIDWEST CITY URBAN RENEWAL AUTHORITY
FINANCIAL INFORMATION**

BALANCE SHEET

As of and for the Year Ended June 30, 2016

Assets

Cash	\$ 62,622.84
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Liabilities

-

Fund Balance

\$ 62,622.84

**MIDWEST CITY URBAN RENEWAL AUTHORITY
FINANCIAL INFORMATION**

Governmental Funds Statement of Changes in Fund Balances

As of and for the Year Ended June 30, 2016

Revenue:

Investment Interest	\$ 687.17
Total Revenues	<u>687.17</u>

Expenditures:

Professional services	(6,822.96)
Other governmental	<u>(45.30)</u>
Total Expenditures	<u>(6,868.26)</u>

Revenue over (under) expenditures	(6,181.09)
--	------------

Other Financing Sources (uses):

Transfer in - Downtown Redev (194)	65,000.00
Total Other Financing Sources	<u>65,000.00</u>

Net change in fund balance	58,818.91
-----------------------------------	-----------

Fund balance - beginning of year	3,803.93
---	----------

Fund balance - ending of year	<u><u>\$ 62,622.84</u></u>
--------------------------------------	----------------------------

PREPARED 07/18/2016, 13:21:41
PROGRAM GM263L
City of Midwest City

2016 BALANCE SHEET

PAGE 1
ACCOUNTING PERIOD 12/2016
Suppression = Y

201 URBAN RENEWAL AUTHORITY

DEBITS

CREDITS

ASSETS

101.00-00 CASH / GROSS REVENUE ACCOUNT

62,622.84

TOTAL ASSETS

62,622.84

LIABILITIES

TOTAL LIABILITIES

=====

.00

FUND EQUITY

FUND BALANCE

62,622.84

TOTAL FUND EQUITY

=====

62,622.84

TOTAL LIABILITIES AND FUND EQUITY

62,622.84

City of Midwest City

FUND 201 URBAN RENEWAL AUTHORITY									
ACCOUNT	ACCOUNT DESCRIPTION	***** ESTIMATED	CURRENT ACTUAL	***** %REV	***** ESTIMATED	YEAR-TO-DATE ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE

340	CHARGES FOR SERVICES								
341	GENERAL GOVERNMENT								
341	** GENERAL GOVERNMENT	0	.00		0	.00		0	.00
340	*** CHARGES FOR SERVICES	0	.00		0	.00		0	.00
360	INTEREST REVENUE								
361	INTEREST								
41 10	INVESTMENT INTEREST	17	100.87	593	105	687.17	654	105	582.17-
361	** INTEREST	17	100.87	593	105	687.17	654	105	582.17-
360	*** INTEREST REVENUE	17	100.87		105	687.17		105	582.17-
390	TRANSERS IN								
391	OPERATING								
01 94	DOWNTOWN REDEV (194)	65,000	.00		65,000	65,000.00	100	65,000	.00
391	** OPERATING	65,000	.00		65,000	65,000.00	100	65,000	.00
390	*** TRANSERS IN	65,000	.00		65,000	65,000.00		65,000	.00
FUND TOTAL URBAN RENEWAL AUTHORITY		65,017	100.87		65,105	65,687.17		65,105	582.17-
GRAND TOTAL		65,017	100.87		65,105	65,687.17		65,105	582.17-

PREPARED 07/18/2016, 13:22:28
PROGRAM: GM267L
City of Midwest City

DETAIL BUDGET REPORT
100% OF YEAR LAPSED

PAGE 2
ACCOUNTING PERIOD 12/2016

FUND 201 URBAN RENEWAL AUTHORITY			DEPT/DIV 9310 URBAN RENEWAL/URBAN RENEWAL									
BA	EL	OBJ	*****CURRENT*****			*****YEAR-TO-DATE*****						
SUB	SUB	DESCRIPTION	BUDGET	ACTUAL	%EXP	BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46		ECONOMIC DEVELOPMENT										
466		URA										
	30	OTHER SERVICES AND CHARGE										
	30 44	ADMN/PROFESSIONAL SVCS	5424	468.00	9	65000	6822.96	11	.00	65000	58177.04	11
	30 51	OTHER GOVT EXPENSE	87	.00	0	1000	45.30	5	.00	1000	954.70	5
	30 **	OTHER SERVICES AND CHARGE	5511	468.00	9	66000	6868.26	10	.00	66000	59131.74	10
466	** **	URA	5511	468.00	9	66000	6868.26	10	.00	66000	59131.74	10
46	** **	ECONOMIC DEVELOPMENT	5511	468.00	9	66000	6868.26	10	.00	66000	59131.74	10
DIV	9310	TOTAL *****										
		URBAN RENEWAL	5511	468.00	9	66000	6868.26	10	.00	66000	59131.74	10
DEPT	93	TOTAL *****										
		URBAN RENEWAL	5511	468.00	9	66000	6868.26	10	.00	66000	59131.74	10
FUND	201	TOTAL *****										
		URBAN RENEWAL AUTHORITY	5511	468.00	9	66000	6868.26	10	.00	66000	59131.74	10
GRAND		TOTAL *****										
			5511	468.00	9	66000	6868.26	10	.00	66000	59131.74	10



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: July 26, 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 May and June 2016.

This is a staff update

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	529,364	556,672	729,630	631,135	556,148
Budgeted (YTD)	530,920	1,061,840	1,592,760	2,256,375	2,787,295	3,318,215	3,849,135	4,380,055	4,910,975	5,574,590	6,105,510	6,636,430
Actual (YTD)	537,739	1,069,776	1,604,118	2,322,591	2,862,517	3,397,362	3,946,860	4,476,224	5,032,896	5,762,526	6,393,661	6,949,809
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	613,736	471,664	592,649	694,747	480,354
Budgeted (YTD)	560,232	1,260,522	1,820,754	2,380,986	3,081,276	3,641,508	4,201,740	4,902,030	5,462,262	6,022,494	6,722,784	7,283,016
Actual (YTD)	475,229	1,268,258	1,765,318	2,346,955	3,151,606	3,798,776	4,382,007	4,995,743	5,467,407	6,060,056	6,754,803	7,235,157
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	-169,370	-29,312	103,383	-169,370	-29,312
Actual (MTD)	62,510	-260,992	37,282	136,836	-264,725	-112,325	-33,733	-84,372	85,008	136,981	-63,612	75,794
Budgeted (YTD)	-29,312	-198,682	-227,994	-124,611	-293,981	-323,293	-352,605	-521,975	-551,287	-447,904	-617,274	-646,586
Actual (YTD)	62,510	-198,482	-161,200	-24,364	-289,089	-401,414	-435,147	-519,519	-434,511	-297,530	-361,142	-285,348
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: \$1,658,304

June 2015: \$1,943,651

June 2014: \$1,200,749

June 2013: \$1,040,012

June 2012 \$1,652,428



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: July 26, 2016

RE: Discussion and consideration of entering into a Contract to Provide Employee Assistance Project and Related Services with Dan Benton, LPC for FY 2016/2017 to provide the Employee Assistance Program and related services to City employees at the rate of \$2.25 per employee per month, and \$106.83 per initial assessment and \$62.44 per session.

There were no increases in the EAP contract from the past fiscal year.

The Employee Assistance Program is required by law of employers who perform random substance abuse testing as we do. The services provided continue to be well received and utilized by our employees and their family members.

Types of services the City, the employees and their family members have used have included fitness for duty exams, return to work counseling, following drug or alcohol offenses, traumatic disorder counseling, family counseling, and financial counseling.

This service is provided at a rate of \$2.25 per employee per month for a total of approximately \$13,311.00 annually, which varies with the City's staffing level, and \$106.83 per initial assessment and \$62.44 per session, which charges are assessed on a case by case basis.

Staff recommends approval.

Catherine Wilson, Human Resources Director

Attachment

CONTRACT TO PROVIDE EMPLOYEE ASSISTANCE PROGRAM AND RELATED SERVICES

This contract is made by and between the City of Midwest City, Oklahoma, hereafter referred to as CMC and Dan L. Benton, Licensed Professional Counselor (LPC), hereafter referred to as Dan L. Benton, LPC.

Dan L. Benton, LPC hereby agrees to provide services to CMC via an Employee Assistance Program, also referred to as an EAP, for the employees of CMC.

The provision of the services will follow the guidelines as outlined below:

1. Dan L. Benton, LPC will provide an educational program to the employees of CMC concerning the merits of the EAP and the procedures for securing its services. A description of services will be provided to employees by Dan L. Benton, LPC and is attached hereto and labeled as Attachment A.
2. Dan L. Benton, LPC will provide assessment and referral services for employees that either volunteer to access the EAP or employees mandated to access the EAP services including not more than six (6) counseling sessions with an option to extend services for two additional sessions in situations where resolution is thought to be within the two session extension. For extended services, Dan L. Benton, LPC may bill third party or utilize private pay for extended services.
3. Dan L. Benton, LPC will provide reports to CMC concerning the number of persons using the program and the range of referral reasons for services. A description of the reports, which will be provided to CMC under this contract, is attached hereto and labeled as Attachment B.
4. Dan L. Benton, LPC will provide procedural steps in complying with the Federal Drug Free Workplace Act and other state, local, or federal requirements that may be issued during the term of this contract.
5. Dan L. Benton, LPC agrees to indemnify, defend and hold harmless CMC, its officers, employees and agents from and against all losses, costs, expenses, including attorney's fees, claims, suits and judgments, whatsoever, in connection with injury to, or death of, any persons, or loss of or damage to property resulting from any and all operations performed by Dan L. Benton, LPC, its officers, employees and agents under any of the terms of this contract.
6. At any time during the term of this contract that Dan L. Benton, LPC has personnel doing work and furnishing necessary labor or services arising from this contract, the CMC must be fully protected by Dan L. Benton, LPC having the following:
 - a. Worker's Compensation Insurance as required by law, and Dan L. Benton, LPC shall require any and all subcontractors to similarly provide Worker's Compensation Insurance for all of the latter's employees who are engaged in such work unless such employees are covered by the protection afforded by Dan L. Benton, LPC insurance.

- b. Liability insurance, applicable to performance of the contract in an amount not less than one hundred thousand (\$100,000.00) to any claimant for any claim for injury to any person, including death or property damage, and one million dollars (\$1,000,000.00), for any number of claims arising out of a single event or occurrence, which may arise in the course of Dan L. Benton, LPC performing work or services under this contract for CMC.
7. Should any of the required insurance policies be canceled, non-renewed, or materially modified before the expiration date, the issuing company will provide thirty (30) days written notice to CMC before the expiration, modification or cancellation date of said policy or policies.
8. The relationship of CMC and Dan L. Benton, LPC is that of an independent contractor. This contract does not establish, nor is it intended to establish, a principal-agent relationship.
9. This contract may be terminated by either CMC or Dan L. Benton, LPC should any party fail to perform any of the obligations described herein. Provided that, prior to terminating this contract, the party seeking to terminate the contract shall provide written notice of the default to the party in default and the party in default shall have thirty (30) days after the receipt of the notice of the default to cure the alleged default. If the default is cured prior to the expiration of the thirty (30) days after receipt of the notice of default, the contract shall not be terminated because of a failure to perform an obligation under this contract.
10. This contract may be terminated by either party, CMC or Dan L. Benton, LPC for any reason whatsoever by providing ninety (90) days written notice to the other party prior to the expected termination date.
11. All notices, communications and contacts required by this contract shall be written and shall be made by hand delivering or depositing in the United States mail, return receipt requested, to the following:

If to Dan L. Benton, LPC
Dan L. Benton, LPC
1212 S. Air Depot, Suite 43
Midwest City, OK 73110

If to CMC
Catherine Wilson
Human Resources Director
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110

12. This contract shall not be assigned, transferred or modified without the written consent of both CMC and Dan L. Benton, LPC.
13. CMC agrees to provide Dan L. Benton, LPC with a bi-annual roster of full-time employees.
14. Dan L. Benton, LPC agrees to provide the services described for the amount of two dollars and twenty-five cents (\$2.25) per month full-time employee. Dan L.

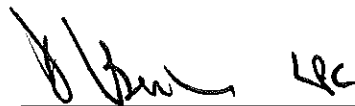
Benton, LPC also agrees to provide services to employees who have been mandated by CMC for one hundred six dollars and eighty-three cents (\$106.83) which is the initial assessment and sixty-two dollars and forty-four cents (\$62.44) for each additional session. Dan L. Benton, LPC will provide monthly invoices setting forth the services performed and charges for those services to CMC, and CMC shall pay submitted invoices within thirty (30) days of receipt of the invoice.

15. The term of this Contract shall be one (1) year, commencing on **July 1, 2016 and ending June 30, 2017.**
16. Any agreement to extend or renew this contract will require both parties to agree to stated terms and any modifications, and enter into a new, extended or modified contract.
17. This is a lawful and binding contract entered into subject to the laws of the State of Oklahoma.
18. Wherefore, in agreement to the mutual terms, conditions, covenants and obligations set forth above, the parties have set forth their hands below on this day of June 2016.

CITY OF MIDWEST CITY, INC.

Dan L. Benton, LPC

Matt Dukes, Mayor
City of Midwest City, OK



Dan L. Benton, LPC
Licensed Professional Counselor

ATTEST:

City Clerk

Secretary

ATTACHMENT "A"

In order to provide the quality Employee Assistance Program services to the employees and family members of CMC, Dan L. Benton, LPC agrees to provide the following services:

1. Assessment/evaluation, referral to appropriate community service providers, and/or short-term counseling not to exceed six (6) sessions unless third party or private pay arrangements are made.
2. Services are applicable to the employee and members of their immediate household. Services will be made available to youth and families of the referred employee to ensure the most appropriate and comprehensive service plans which are utilized to establish employee and family well-being.
3. Dan L. Benton, LPC will provide follow-up no more than six months following the last session the employee.
4. Dan L. Benton, LPC will provide management consultation to supervisors regarding problem employees on the phone or in person at Dan L. Benton, LPC office.
5. Dan L. Benton, LPC will maintain accurate records of EAP participants in accordance with all applicable state and federal statutes regarding confidentiality.
6. Twenty-four hour answering service is available in case of employee crisis.

ATTACHMENT "B"

REPORTING: Dan L. Benton, LPC shall report the following information on a quarterly basis to CMC:

1. The number of employees or family members seen with demographic data.
2. The type of referrals, issues or problems, if necessary.
3. The average number of sessions utilized.



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance



OCCURRENCE POLICY FORM

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	Policy Period:
018098	970	HPG	0270200267-8	From 07/04/16 to 07/04/17 at 12:01 AM Standard Time

Named Insured

Dan L Benton
1212 S Air Depot Blvd Ste 43
Midwest City, OK 73110-4860

Program Administered by:

Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpsso.com

Medical Specialty

Pastoral Counselor
Excludes Cosmetic Procedures

Code

80723

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 South Wabash Avenue Chicago, Illinois 60604

Professional Liability

\$1,000,000 each claim

\$3,000,000 aggregate

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000 per proceeding	\$ 25,000 aggregate
Defendant Expense Benefit	\$ 1,000 per day limit	\$ 25,000 aggregate
Deposition Representation	\$ 10,000 per deposition	\$ 10,000 aggregate
Assault	\$ 25,000 per incident	\$ 25,000 aggregate
<i>Includes Workplace Violence Counseling</i>		
Medical Payments	\$ 25,000 per person	\$ 100,000 aggregate
First Aid	\$ 10,000 per incident	\$ 10,000 aggregate
Damage to Property of Others	\$ 10,000 per incident	\$ 10,000 aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000 per incident	\$ 25,000 aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire and Water Legal Liability	Included in the PL limit above subject to \$150,000 aggregate sublimit
Personal Liability	\$1,000,000 aggregate

Total: \$348.00

Premium reflects self-employed, full-time rate.

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D G-121501-C G-121503-C CNA82011 G-145184-A G-147292-A CNA81753 CNA81758 GSL13424 GSL15563
GSL15564 GSL15565 GSL17101 CNA80052 CNA80051 G-123846-B35 CNA79575

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. This Certificate of Insurance and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Dan L. Benton, M.Ed.
1212 S. Air Depot
Suite 43
Midwest City, OK, 73110


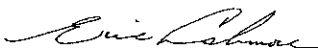
License #: 3468

This is verification of licensure from the State Board of Behavioral Health Licensure.

In accordance with **86:10-21-6. Display of verification card (A) and (B)** of the LPC regulations, a current license verification card shall be displayed on the original or replaced license and shall be readily available on the LPC's person at any time counseling services are being provided.

To view and/or print a primary source verification provided by the Department, please visit
<http://www.ok.gov/behavioralhealth>


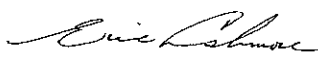
For questions or further information please call (405) 522-3696 or email Eric Ashmore at Eric.Ashmore@bbhl.ok.gov

Oklahoma State Board of Behavioral Health Licensure	
This is to certify that:	
Dan L. Benton, M.Ed.	
License No. 3468	
is a Licensed Professional Counselor	
and is licensed to practice from:	Executive Director
07/01/2016 through 06/30/2017	State Board of Behavioral Health

This is verification of licensure from the State Board of Behavioral Health Licensure.

In accordance with **86:10-21-6. Display of verification card (A) and (B)** of the LPC regulations, a current license verification card shall be displayed on the original or replaced license and shall be readily available on the LPC's person at any time counseling services are being provided.

To view and/or print a primary source verification provided by the Department, please visit
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Oklahoma State Board of Behavioral Health Licensure	
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Dan L. Benton, M.Ed.	
License No. 3468	
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Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Catherine Wilson, Human Resources Director

DATE: July 26, 2016

SUBJECT: Discussion and consideration of approving and entering into a Statement of Work and Professional Services Agreement with ImageNet Consulting LLC in an amount not to exceed \$61,270.00 to design and implement a digital and automated system to implement Laserfiche Rio Enterprise Content Management system for Human Resources functions.

As you may recall, Laserfiche Phase I was completed in August of 2013 which involved converting from Application Extender (AX) in the Police, Human Resources, and Community Development Departments to Laserfiche (LF). Laserfiche Phase II is 99% complete and involved advanced implementation, workflow, and modernization of our manual processes. It completely revolutionized our purchasing process and forces departments to follow the state purchasing laws. Phase II also implemented electronic workflow and allows for image capture of every document in City Clerk, Community Development, Court, and Finance. We replaced many of our paper forms with web forms and deployed several Kiosks to allow for customer entry of their own information.

We are now ready to proceed with Laserfiche Phase III which will affect the Human Resources employment process and allow for many of the paper and manual processes to become electronic and automated. This project will allow for the Human Resources department to accept electronic applications as well as many of the other forms used including clearance forms, performance evaluations, requisitions, temporary leave transfers, travel and training forms, retirement leave forms, and FMLA requests. Phase III will also implement electronic routing from department to department and will simplify the employee management processes. As you may expect, not every form will be able to be converted to web forms due to the various agencies and organizations being the creator/owner of the form. Many of these forms change from year to year and will simply be too cumbersome to create and manage.

Staff recommends approval.

Catherine Wilson, Human Resources Director

Attachments



Statement of Work

For

City of Midwest City

05/21/2016

SOW Valid 60 Days After This Date

Statement of Work

Statement Of Work:	City of Midwest City - Human Resources
Drafted by:	Ramsey Oklah
Email Address:	roklah@imagenetconsulting.com
Phone Number:	405-314-0447
Project Manager	Ramsey Oklah
Solutions Specialist	Cory Wood
Customer IT Contact	Allen Stephenson - AStephenson@MidwestCityOK.org
Customer Project Manager	Catherine Wilson - cwilson@MidwestCityOK.org

ImageNet Engineer Assigned to Deliver City of MWC HR Project: Chris Clifton cclifton@imagenetconsulting.com

Statement of Work

City of Midwest City has engaged ImageNet Consulting to work with their staff to design and implement a digital and automated system to address their critical business objectives. The primary objectives of this engagement will be the digitization of a host of forms utilized by HR, as well as automating the routing and review of a number of these forms before they come to rest in the employee file. Not all forms will be digitized due to the intended audience or nature of the forms themselves, however for instances where documentation will still be received a filing workflow will be created to allow for the scanning and capture of these records.

Implementation Details

System Details

User Licenses: 5 primary users, however no new licenses are required.

Doc Packages: 2 Application Packet and Onboarding Packet

Identified Forms & Processes

- Employment Process
 - Notification of Vacancy Form (Internal)
 - Form Routing
 - Created by Dept Manager -> Routes to City Mgr -> Routes to HR for processing -> Filed away by Dept Name
 - Application Form – Regular (Doc Package)
 - Form Logic
 - Currently have an excel file to track certifications required for opening, job descry, etc. This will be ported to a data table for lookup in form.
 - Form will have Link to Job Description page for details on openings
 - Form will have drop down list of available positions to choose from only
 - E-Mail field will be added to existing form
 - Doc Package Options
 - If Pool job is selected based on data table, Pool Application form is added to doc package
 - Referral Sheet is to be bundles into Doc Package always and goes on top for Supervisor to print and complete with selected candidate.
 - If Job Data Table indicates “9-1-1” job, then MWC 9-1-1 Self Screening Form is added
 - Outliers
 - Telephone Reference Check sheet will remain in paper format for manager use.
 - Form Routing
 - Application Received -> Route EEO doc to HR -> Route rest to Job App Pool folder -> Create shortcut in Manager review folder and notify manager. -> Manager will decline any not needed, and “Approve” Selected one.

Statement of Work

- Hiring Process
 - Hiring Process workflow
 - Upon selection of Applicant
 - Email Applicant link with PDF Attachments of critical documents for review
 - Email will include Link to onboarding packet and detailed instructions on what information they will need to complete this packet
 - Applicant completes onboarding
 - First Day arriving, specific documents will be given to applicant in person for completion and/or review
 - Documents Attached to Onboarding Email
 - Tentative Offer of Employment
 - Filled out by metadata, instruct to bring in signed copy on first day.
 - Benefits for City Employees Form
 - Health Benefits Fact Sheet
 - Information Systems Policy Manual
 - Substance Abuse Policy Document
 - Health Benefit Rates
 - Documents Completed in Onboarding Link (Doc Package)
 - Direct Deposit Form
 - Route to Payroll for reference but file in standard employee file
 - Information Systems Acknowledgement Form
 - Substance Abuse Policy Acknowledgement Form
 - Personal History Form – Look at job database to determine if needed.
 - Polygraph Report Book – Look at job database to determine if needed.
 - Health Benefits Pre-Enrollment Form – Look at job database to determine if needed.
 - Minimum Standards for Physical Fitness – For Fire Jobs only
 -
 - Documents Completed in person when arriving with supporting documents (Not all given out for every job)
 - Background Investigation Memo
 - Authorization for Examination and Treatment – Drug Screen
 - Form I-9
 - W-4
 - Pension - OMRF Form
 - Pension - Oklahoma Police Pension and Retirement System
 - Pension - Oklahoma Firefighters Pension and Retirement System
 - Terms and Conditions of Probationary Status
- Clearance Forms
 - Recommending they all remain paper process due to nature of separation
 - Forms included in this section:
 - Employee Clearance Sheet
 - Post-Employment Health Insurance Election Form
 - Exit Interview
 - Requisition
- Performance Evaluations
 - Recommending they all remain paper process due to nature of the form use
- Requisition form
 - Separate form but used in several other processes such as Hiring Process, and alone for manager actions.
 - Form security should be limited to manager use only.
 - Form will perform lookups in SunGard
 - City of Midwest City IT is responsible for insuring lookups are possible.
 - Workflow
 - Filled out by Department Head

Statement of Work

- Select Appropriate City Manager or Human Resource Director for routing and review
 - Route to HR after review
 - Route to Payroll
 - Route final copy to Employee Email to insure acknowledgement and receipt.
- Temporary Leave Transfer Program
 - Form Workflow
 - Completed by Employee or their Supervisor
 - Route to Department Head
 - Route to Katherine in HR
 - File Away
- Travel and Training
 - Form Design
 - Form will contain link that launches Per Diem lookup site in another browser
 - Form will contain large amount of math functions
 - Form will require complete redesign in order to accommodate digitization
 - Form Workflow
 - Form submitted by Employee
 - Route to Department Head for approval
 - Route to Linda in HR for review
 - Linda will need to be able to re-launch LD form for modification
 - After review by Linda Route to Manager or Asst Mgr
 - If PD
 - Route for Supervisor Approval
 - Route for Bureau Approval
 - Route for Assistant Chief Approval
 - Route to LF for queueing as approved travel request
- Retirement Leave
 - Form Workflow
 - Completed by Employee
 - Routes to Department Head for Review
 - Routes to HR For Review
 - Routes to City Manager for Review
 - Routes to Payroll for final processing.
 - Policy will be emailed with approval notice to employee as record
 - Document files away in employee file.
- Family and Medical Leave Request
 - Form Workflow
 - Filled out by Employee or Supervisor
 - If Employee, route to Supervisor for review
 - Route to HR
 - Email copy of policy back to employee for records
 - File away in separate FMLA folder structure by Employee Name

Scheduling Details

Due to the fluid nature of project scoping, SOW review, project negotiation, and other factors, scheduling for projects cannot be set until project SOW is signed and contracts are in place. The following factors stand:

- Project Kick-Off meeting with client staff and ImageNet representatives will occur, or be scheduled, within 10 days of contractual agreement. (Dependent on client availability)
- Client understands that as part of lean process environment, ImageNet resources are typically booked out 30-45 days ahead of time and, aside from the kick-off meeting, projects will most likely not begin before that time frame.

Included Modular/Function Details

No change to System Configuration

Projected Work will be broken out by Phases

- Analysis
 - Folder Structure Analysis
 - Template and Index Fields Analysis
 - Laserfiche Workflow & Process Analysis
 - Forms Analysis
 - Review Original Documents
 - Recommend any necessary/best practice changes to source documents
 - Identify critical fields and data types
 - Insure receipt of clean digital copies from client staff
 - Identify workflows that forms must traverse
- Design
 - Laserfiche Design & Testing
 - Designer will implement folder structure design
 - Designer will implement optimal agreed upon template format
 - Designer will create all initially plotted groups and user accounts
 - Designer will implement and test agreed upon security configuration for Folder Structure
 - Designer will implement and test agreed upon security configuration for Template Security
 - Designer will implement and test all designated workflows
 - Designer will document structure, security, index data, and workflows and their purposes for future client reference.
 - LincDoc Design & Testing
 - Designer will mark up all source documents
 - Designer will import source documents into the LincDoc system
 - Designer will format field types that correspond to source docs
 - Designer will implement constraint logic in all fields to insure accurate data capture
 - Designer will implement conditional displays to ensure optimal end user experience
 - Designer will implement and test all agreed upon mathematical functions
 - Designer will configure any agreed upon LincDoc form workflows that will initiate before final routing to an external repository.
 - Designer will configure Laserfiche export settings for storage or LF Workflow pickup
 - Designer will implement and test any complimentary Laserfiche Workflows needed for appropriate form handling.
 - Designer will document all LincDoc forms created and their purpose
- End User Training
 - Trainer will work in a classroom style training to introduce all users to the basic feel and function of the following applications as it pertains to those users:
 - Laserfiche Client Application
 - Laserfiche Web Access Client
 - LincDoc eForm interface
 - Trainer will be on site with users as they begin to use the software at their desks and engage in the expected processes
 - Trainer will be there to provide comfort for end user acclimation
 - Trainer will provide more 1-1 help to users as needed
 - Trainer will engage process specific end users here to educate them on the finer points of their unique processes.

Customer Responsibilities

•	Customer to identify and provide an IT Administrator for solution implementation and support interaction.
•	Customer will provide access to all areas required to complete this project. Any areas of high security or hazard should be made known prior to project commencement.
•	Customer will provide access to all information and documentation required to complete this project.
•	Customer will provide an onsite contact person responsible for providing direction and approvals on completion of work.
•	Customer will directly provide all non ImageNet hardware and software support required unless specifically indicated otherwise.
•	Customer will ensure that any customer provided hardware will meet all required specifications for software.
•	Customer will assure that all required LAN/WAN access and administrative rights are made available to complete the installation.
•	Customer will verify final and provide on-going folder, template, and user set up.
•	Customer is solely responsible for back-up of system and database.
•	Customer will provide Remote Access capabilities and credentials so that ongoing support can be provided as necessary via phone and remote desktop support.
•	Customer is responsible for maintaining agreed upon timeline, customer side delays may push back launch dates by a ratio that exceeds 1:1 and may incur further service costs as well.
•	If Oracle DB is used, client will create ORACLE DB Instance and instantiate provided schema.
•	Client will secure SSL Certificate for chosen Server host names when applicable.
•	Client will determine appropriate IP configuration to allow for relay of web based modules to an external IP address and host name should they want it to be externally accessible.
•	Client is responsible to setup initial 2008 R2 or newer server environment for Laserfiche Server installation. Should any other applications be running on this server, it is the responsibility of the client to notify our engineers before they begin to access the system. Should any issue arise due to unknown applications being on the server, this could result in a billable action.

Platform Requirements

No platform changes

Change Requests

If any changes or additions are required outside of the defined scope and deliverables previously listed, a Project Change Request will need to be completed and signed by both the Customer Project Manager and ImageNet Consulting representatives. (Copy attached)

Assumptions & Terms

- Rates are based on a commitment that work is to be performed during regular business hours; 8AM to 5PM local time, Monday through Friday
- It is assumed that all work will be completed as a continuous effort. Disruptions of this continuous effort beyond the control of ImageNet Consulting may require additional costs, additionally if the project is finished ahead of the estimated completion, there will be no credit issued to the customer.
- All System Engineer work outside of the work defined within the SOW is billed at \$165.00 per hour for system configuration work
- All Process Analyst work outside of the work defined within the SOW is billed at \$225.00 per hour for automation analysis and design
- For a full Professional Service Agreement, see appendix A.

Disclaimers

- ImageNet Consulting is not responsible for the loss of data due to system failure and lack of database back-up
- Future software installation services from ImageNet Consulting are at an additional cost
- ImageNet Consulting does its best to anticipate conversion changes and user needs, however once design agreement is established, any major changes requiring more than 1 hour of work will require a Project Change order and may incur additional costs.

Statement of Work

This Consulting Services Agreement (the “**Agreement**”) is made and entered into as of **03/21/2016** (the “**Effective Date**”) by and between ImageNet Consulting, with a place of business at 913 North Broadway, Oklahoma City, OK 73102 (ImageNet) and Customer a Oklahoma Corporation with a place of business at 100 N Midwest Blvd | Midwest City, OK (“**Customer**”).

Pursuant to this Agreement, Customer is engaging ImageNet to provide certain consulting services as more fully described herein. The Agreement consists of the following documents, incorporated herein by this reference:

Statement of Work
Attachment A Professional Services Agreement
Attachment B Project Change Request
Attachment C Project Completion Form

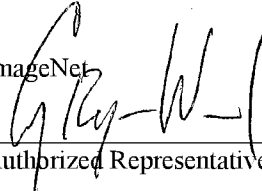
Customer has read and agrees to the terms and conditions and the documents annexed hereto. This Agreement will be effective only when executed below by both parties.

AGREED TO:

Customer

Authorized Representative Signature

Name:
Title:
Address:
Customer Contact:
Email:
Telephone:

ImageNet


Authorized Representative Signature

Name: Cory Wood
Title: Solutions Specialist
Address: 913 N. Broadway OKC, OK 73102
Contact: Cory Wood
Email: cwood@imagenetconsulting.com
Telephone: 405-600-1344

Attachment A: Professional Services Agreement

1. PROFESSIONAL SERVICES AND DELIVERABLES

- a. **ImageNet Professional Services.** ImageNet will provide the services ("Professional Services") and the tangible work product of Professional Services, if any, ("Deliverables") described in these terms and the relevant Transaction Document (together, our "Agreement"). A "Transaction Document" may include a Statement of Work ("SOW"), Customer accepted order (except for Customer pre-printed terms), a valid ImageNet quotation, proposal letter, or other executed documents that reference these terms and relate to such SOW.
- b. **Acceptance.** Customer accepts the Professional Services when ImageNet performs them. Customer accepts Deliverables when ImageNet deliver them to Customer, or as both parties otherwise agree in an SOW. The foregoing Deliverable acceptance procedure does not apply to Products or Custom Products, even if they are used in connection with the Professional Services or Deliverables. For the purposes of this Agreement, "Product" means any hardware or software on ImageNet's standard price list at the time ImageNet accept Customer order. "Custom Products" mean any Products that may modify in any way to meet Customer requirements.
- c. **Changes.** If Customer request changes or ImageNet recommend changes to the Professional Services or Deliverables, ImageNet will follow the change management procedures in the SOW.

2. INTELLECTUAL PROPERTY RIGHTS

Neither party will gain rights or ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other by virtue of our Agreement. ImageNet retain exclusive ownership in the Deliverables and own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under our Agreement. ImageNet grant Customer a non-exclusive, perpetual, non-transferable, royalty-free right and license to use the Deliverables for Customer internal use in the countries in which Customer do business. Customer grant ImageNet a non-exclusive, worldwide, royalty-free right and license (or sub-license) to use, copy, make derivative works of, distribute, display, perform, and transmit Customer and Customer third parties' intellectual property rights to the extent necessary for ImageNet to perform our obligations and our rights under our Agreement.

3. CONFIDENTIALITY

In connection with the Professional Services described in the Transaction Document, either party may receive or have access to technical information, information about product plans and strategies, promotions, customers and related technical, financial or business information which the disclosing party considers to be the confidential information of that party or its third party contractors or suppliers ("Confidential Information"). The following will apply to any such Confidential Information:

- a. Before any Confidential Information is disclosed, the parties will first agree to disclose and receive such information in confidence. If then disclosed, the Confidential Information will be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, will be designated as confidential in a writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.
- b. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under these Terms and the relevant Transaction Document, and only by the employees of the receiving party and its employees, agents or contractors who have a need to know such information for purposes of this these Terms and the relevant Transaction Document. The receiving party will protect, and will ensure that its employees, agents and contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the receiving party uses to protect its own confidential information of a like nature.
- c. The receiving party's confidentiality obligation will be for a period of three (3) years after the date of disclosure.
- d. The confidentiality obligations of the parties will not extend to information that:
 1. was in the receiving party's possession before receipt from the disclosing party;
 2. Is or becomes publicly known without breach by the receiving party;
 3. Is rightfully received by the receiving party from a third party without a duty of confidentiality;
 4. Is independently developed or learned by the receiving party; or
 5. Is disclosed by the receiving party with the disclosing party's prior written approval.

4. PAYMENTS

- a. **Fees and Taxes.** Prices are in the local ImageNet price list at the time ImageNet receive Customer order or in a valid Transaction Document. In addition, Customer is responsible for any out of pocket expenses reasonably incurred by ImageNet in connection with the performance of the Professional Services, including the travel and travel-related expenses set forth in the SOW. Prices do not include taxes.
- b. **Payment Terms.** Customer agrees to pay invoiced amounts within thirty (30) days of our invoice date, without offset. ImageNet may change credit terms or payment terms if, in ImageNet's reasonable opinion, Customer financial condition, previous payment record, or relationship with ImageNet merits such change. ImageNet may discontinue performance if Customer fails to pay any sum due, or if after ten (10) days written notice, Customer has not cured any other failure to perform under this Agreement.
- c. **Leasing.** If applicable, Customer agrees that even if the Software is not fully installed, accepted and/or does not function or perform as Customer anticipates or expects, the commencement of your lease and the invoicing thereof will begin ten(10) days from the "Effective Date"

5. WARRANTY

- a. **Services Warranty.** ImageNet will perform the Professional Services using generally recognized commercial practices and standards. If Customer notify ImageNet within thirty (30) days after ImageNet perform that the Professionals Services didn't meet this warranty, ImageNet will re-perform them.
- b. **Warranty Disclaimer.** The warranty contained in sub-section 5. a. is in place of, ImageNet expressly disclaim, and Customer expressly waive, all other express warranties or conditions, and all other warranties, conditions, and obligations implied in law, including warranties of merchantability and fitness for a particular purpose.

6. LIMITATION OF LIABILITY

Except for damages for bodily injury, our total liability to Customer is limited to the fees Customer paid for the Professional Services that are the subject of Customer claim. Except for claims by another party for infringement of their intellectual property rights, in no event will either party be liable for any consequential, special, indirect, or incidental damages, including: downtime costs; lost business revenues, or profits; failure to realize expected savings; loss or unavailability of or damage to data; and software restoration. To the extent allowed by local law, these limitations apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort, or otherwise.

7. TERM AND TERMINATION

- a. **Term.** Our Agreement becomes effective when ImageNet accept Customer order and will remain in effect until ImageNet complete the Professional Services or one party terminates the Agreement according to the terms of this section 7.
- b. **General Termination for Cause.** Either party may terminate our Agreement immediately upon written notice, if the other party fails to comply with our Agreement, except for the duty to pay fees, after one of party notified the other about the nature of the failure and provided a reasonable time to cure the failure.
- c. **Termination for Failure to Pay.** ImageNet may terminate our Agreement if Customer fails to pay any amount due and Customer don't pay within ten (10) days after ImageNet notify Customer.

Confidential Summary:

May contain internal information. Do not distribute

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- d. Termination for Convenience. If the Transaction Document is only for Professional Services on a time and expense basis, either party may terminate our Agreement at any time upon thirty (30) days' notice.
 - e. Effects of Termination. After our Agreement terminates, Customer will pay ImageNet for all the Professional Services ImageNet performed and our expenses up to the date of termination, and ImageNet will give Customer all work in progress for which Customer has paid. If the amounts Customer owes ImageNet are less than any of Customer advance payments, ImageNet will refund Customer the difference within thirty (30) days after termination. Any terms of our Agreement which by their nature extend beyond termination will remain in effect until fulfilled.
8. GENERAL
- a. Dependencies. Customer will give ImageNet accurate information and comply with Customer obligations in a timely and cooperative manner. Customer understands that if Customer doesn't ImageNet may not be able to deliver the Professional Services. Customer acknowledges that ImageNet bids and Customer has the right to acquire Professional Services and Products separately.
 - b. Similar Services. ImageNet may provide similar Professional Services to our other customers.
 - c. Independent Contractor. ImageNet don't intend to create a joint venture, partnership or employment relationship between parties.
 - d. Hiring of Employees. Customer won't solicit, offer employment to, or enter into consultant relationships with our employees or consultants who perform (directly or indirectly) Professional Services within one (1) year after an SOW ends. However, Customer may hire an employee or consultant who responds to a general hiring program Customer conduct in the ordinary course of Customer business.
 - e. Publicity. Customer won't disclose the price or other terms of our Agreement without asking us first. However, ImageNet may use Customer name and identify this engagement in our general lists of our customers and experience.
 - f. No Assignment. Customer may not assign this Agreement without our prior written consent, which consent will not be unreasonably withheld.
 - g. Force Majeure. Except for payment obligations, neither party is liable for delays or non-performance due to causes beyond our reasonable control.
 - h. Notices. If both parties notify each other about these terms both parties do so in writing and the notices will be effective upon receipt.
 - i. Precedence. If these terms conflict with a Transaction Document, these terms take precedence unless the Transaction Document 1) expressly states that it amends these terms and 2) is executed by both parties.
 - j. Entire Agreement. The Agreement is the entire agreement between ImageNet regarding Customers purchase of Professional Services and Deliverables. It supersedes and replaces any previous communications, representations or agreements, or Customer additional terms.
 - k. Applicable Law. Oklahoma law governs our Agreement; except for its choice of law rules.
 - l. Authorization to Install Software. As part of the Professional Services, ImageNet may be required to install copies of third-party or ImageNet-branded software products (the "Software"). Customer authorize ImageNet to accept the license terms accompanying the Software (collectively "Shrink-wrap Terms") on Customer behalf, and acknowledge it is Customer responsibility to review any Shrink-wrap Terms associated with the Software. Shrink-wrap Terms may be in electronic format, embedded in Software, or contained within the Software documentation.
 - m. Export and Import. Customer who exports, re-exports, imports, or otherwise transfers Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. ImageNet may suspend performance under this Agreement: 1) if the Customer is in violation of any applicable laws or regulations, and 2) to the extent necessary to assure compliance under the U.S. or other applicable export or similar regulations.
 - n. No Fee Engagements. If ImageNet provides Services at no cost to Customer, Section 4 and Sub-Sections 7.c. and 7.e. shall not apply to this agreement. In addition, any terms of the Agreement which by their nature extend beyond termination will remain in effect until fulfilled.

Attachment B: Project Change Request**Project Change Request**

PCR Number: _____

Date: _____ Party requesting change: _____

Nature of the proposed change:

Reason for the proposed change:

Impact of the proposed change on project:

Pricing: _____

P.O. to which changes will apply: _____

Schedule Changes:

This Project Change Request is (circle):

Approved

Rejected

Signatures:

ImageNet Consulting Representative: _____

Customer Representative: _____

Confidential Summary:

May contain internal information. Do not distribute

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Attachment C: Project Completion Form

Date: _____

I, _____ (Project Manager) agree that ImageNet Consulting has completed this project to the satisfaction of _____ (Company Name) and achieved every goal outlined in this Statement of Work in addition to any change requests that were made during the project. No further work will be done for Client in regards to this project, any additional requests will detailed in a new document with a different project scope.

AGREED TO:

Customer

ImageNet

Authorized Representative Signature

Authorized Representative Signature

Name:

Name:

Title:

Title:

Address:

Address: _____

Customer Contact:

Contact:

Email:

Email:

Telephone:

Telephone:

Confidential Summary:

May contain internal information. Do not distribute

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City of Mid-West City
Ryan Rushing

Sales Quote
Date 27-May-16
Written By: Dan Lundy
Reference No. 16052701

HR Project

Qty	"Paper to Paperless....Work Processes"	Model No.	Unit Price		Total Price
	Document Management Solution				
2	LincDoc Document Package Processor (Includes 1st year support)	LD-DocPkg	\$600		\$ 1,200.00
	Install/Implementation Services - Go-Live Project			Software Total	\$ 1,200.00
1	HR Phase I ImageNet Professional Services - to be used for: Delivery of services as described in Statement of Work dated 05/20/2016	SVCS			\$ 69,225.00
	Install/Implementation Services - Go-Live Project				
	City of Midwest City Project Discount- 13%				\$ (9,155.00)
				Services Total	\$ 60,070.00
				HR Project Grand Total	\$ 61,270.00



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: July 26, 2016

RE: Discussion and consideration of approving and entering into a contract for FY 2016-17 in the amount of \$181,374.00 with Central Oklahoma Transportation and Parking Authority (COTPA) EMBARK for the provision of Route 15 bus service in Midwest City.

The attached contract reflects the second year of a 3-year increase in Midwest City's cost share to support Route 15, an increase of \$15,333 over the contract executed in FY15-16.

Bus service is provided every hour and 20 minutes from approximately 6:00 A.M. to 7:00 P.M. Monday through Friday along the 10-mile route through Midwest City. Ridership numbers are as follows:

2011-12	67,340	5612/month
2012-13	70,567	5881/month
2013-14	70,835	5903/month
2014-15	72,432	6036/month
2015-16	70,328	5861/month

In addition, EMBARK Plus para-transit service is provided by reservation within $\frac{3}{4}$ of a mile from Route 15 for persons with disabilities. EMBARK Plus provided 8,640 para-transit trips to residents during the 2015-16 year, averaging 720 a month, a 32% increase in the past 5 years. Route 19 also provides limited service to Midwest City with transfer points along N.E. 10th Street to and from Route 15. A map is attached identifying both routes in Midwest City. Staff recommends approval.

Terri L. Craft
Grants Manager



AGREEMENT FOR TRANSIT SERVICE

BETWEEN

**Central Oklahoma Transportation and Parking Authority
(EMBARK)**

AND

City of Midwest City

July 1, 2016 – June 30, 2017

AGREEMENT FOR TRANSIT SERVICE

This Agreement made and entered into this 1 day of July, 2016, by and between the Central Oklahoma Transportation and Parking Authority, hereinafter referred to as COTPA, and the City of Midwest City.

WITNESSETH:

WHEREAS, there exists a need for public mass transportation services between the City of Midwest City and the City of Oklahoma City; and

WHEREAS, there exists a need for public mass transportation services within the City of Midwest City; and

WHEREAS, COTPA has been designated the public mass transportation provider for the Oklahoma City metropolitan area and operates under the name EMBARK; and

WHEREAS, the City of Midwest City desires to establish public mass transportation within the City of Midwest City; and

WHEREAS, the City of Midwest City and COTPA are desirous of entering into an Agreement for the provision and funding of said service.

NOW, THEREFORE, in consideration of this mutual agreement and conditions herein described, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICE

COTPA shall provide the following:

- a. The level of transit service within Midwest City and between Oklahoma City and Midwest City as shown on the attached schedule (Attachment A) and consistent with the transit policies of the COTPA Board of Trustees; and
- b. Regular Zone One paratransit service in accordance with provisions of the COTPA 504/ADA Implementation Plan approved by the COTPA Board of Trustees, with Zone One defined as being the area within three-fourths of a mile of fixed route bus service; and
- c. Telephone information service about transit services relative to Route 15 and other COTPA services; and
- d. Bus stop signs and poles at all designated stops, which comply with City of Midwest City ordinances; and
- e. Publicly owned bus benches and shelters, in the number and locations enabled by existing COTPA, Midwest City and/or other budgets, which also comply with City of Midwest City ordinances which maintenance agreements have been approved; and

f. Written notice, 30 days in advance, of all changes in service to a. through e. above; and

g. Service shall not be provided on certain national holidays.

2. **COST OF SERVICE**

The City of Midwest City agrees to pay the following:

For Route 15 bus service, the cost for the agreement period will be \$181,374 annually, to be paid \$15,114.50 per month for twelve months. It is also agreed that both parties agree to continue transitioning to full recovery of COTPA's cost for the Midwest City portion of Route 15 over the next two years.

3. **METHOD OF PAYMENT**

COTPA shall provide an invoice to the City of Midwest City on a monthly basis. Upon receipt and acceptance of this invoice, the City of Midwest City shall process said claim in the usual and customary manner and shall provide payment to COTPA in the amount stated on the invoice submitted by COTPA. Such payment shall not be necessarily delayed and shall be forwarded to COTPA not later than forty-five (45) days after receipt of said invoice.

4. **TERM OF AGREEMENT**

The term of this Agreement shall be considered to commence on the 1st day of July 2016, and shall continue until the 30th day of June 2017.

5. **EXPIRATION OR TERMINATION**

a. The City of Midwest City may terminate this Agreement by giving COTPA at least thirty (30) days written notice of their intention to terminate.

b. COTPA may terminate this Agreement by giving the City of Midwest City at least thirty (30) days written notice of their intention to terminate.

City of Midwest City
1000 N. Midwest Blvd
Midwest City, OK 73110
Attn: City Manager

EMBARK
Jason Ferbrache, Administrator
2000 S. May Ave.
Oklahoma City, OK 73108

6. **EXCUSABLE DEFAULT**

COTPA shall not be held in default of this Agreement if it is prevented from performing hereunder by conditions entirely beyond its control, such as, but not limited to, acts of God, strikes, war, insufficient allocation of diesel fuel or other emergencies including the existing road conditions making performance impossible, illegal or unsafe.

7. **INTEGRATION**

It is understood and agreed that this Agreement contains all the covenants, stipulations

and provisions agreed upon by the parties hereto and neither party is or shall be bound by any statement or representation not in conformity herewith. This Agreement may not be modified except in writing signed by both parties hereto.

8. **LAW CONTROLLING**

It is the understanding of the parties that this Agreement shall be governed by the laws of the State of Oklahoma and by the laws of the United States applicable in whole or in part to mass transportation systems. It is further understood and agreed that any such applicable law shall be deemed to be part of this Agreement, binding on parties hereto as if such law were set out fully herein.

9. **INSURANCE**

COTPA will provide the City of Midwest City, upon request, a certificate of insurance indicating that COTPA has in force a policy of liability insurance for the operation of said buses. Said policy shall be of a face value of at least \$1,000,000 aggregate for all claims for a single occurrence, \$175,000 bodily injury for a single claimant and \$25,000 property damage per claim. It is further understood and agreed by the parties hereto that failure to obtain and maintain such policy of insurance shall be considered a material breach of this Agreement.

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the Trustees of the Central Oklahoma Transportation and Parking Authority this 1 day of July, 2016.

Seal:
ATTEST:



Secretary

**CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY**

CHAIRMAN

REVIEWED for form and legality.

Carol Sanett

Assistant Municipal Counselor

IN WITNESS WHEREOF, this Agreement for Transit Service was approved and executed by the City of Midwest City this _____ day of _____, 2016.

THE CITY OF MIDWEST CITY

Mayor

Seal:
ATTEST:

City Clerk

Reviewed as to form and legality by the Municipal Counselor of the City of Midwest City.

City of Midwest City

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Agreement, COTPA agrees as follows:


- A. COTPA agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, ancestry or disability. COTPA shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age, national origin, ancestry or disability, as defined by the Americans with Disabilities Act of 1990, Section 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship. COTPA and any Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting for provisions of this section.
- B. In the event of the COTPA's non-compliance with this non-discrimination clause, the Agreement may be canceled or terminated by the City of Midwest City. The Bidder may be declared by the City of Midwest City ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by COTPA.
- C. COTPA agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

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



THE CENTRAL OKLAHOMA
TRANSPORTATION AND PARKING
AUTHORITY


CHAIRMAN


Secretary

ANTI-COLLUSION AFFIDAVIT

The following affidavit is submitted on behalf of the City of Midwest City as a part of this Agreement: The undersigned of lawful age, being first duly sworn on oath, says:

1. The undersigned is the duly authorized agent of the City of Midwest City submitting the Agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion between the City of Midwest City and Central Oklahoma Transportation and Parking Authority (COTPA) Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any Agreement pursuant to the Agreement to which this statement is attached; and
2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Agreement; and
3. Neither the City of Midwest City nor anyone subject to the City of Midwest City's direction or control has been a party:
 - a. to any collusion in restraint of freedom of competition by agreement to enter into agreement at a fixed price or to refrain from bidding;
 - b. to any collusion with any COTPA Trust official, agent or employee as to quantity, quality or price in the prospective Agreement, or as to any other terms of such prospective Agreement; nor
 - c. in any discussion between the City of Midwest City and any COTPA Trust official, agent or employee concerning exchange of money or other thing(s) of value for special consideration in the letting of an Agreement.

This Agreement will not be considered unless this form has been fully completed and signed by the City of Midwest City's Authorized Agent and notarized, dated and completed by a Notary Public.

Signature of Midwest City's Authorized Agent

Name and Title

This instrument was subscribed and sworn to before me this ____ day of _____, 2016, by the City of Midwest City's Authorized Agent.

STATE OF _____)

SS.

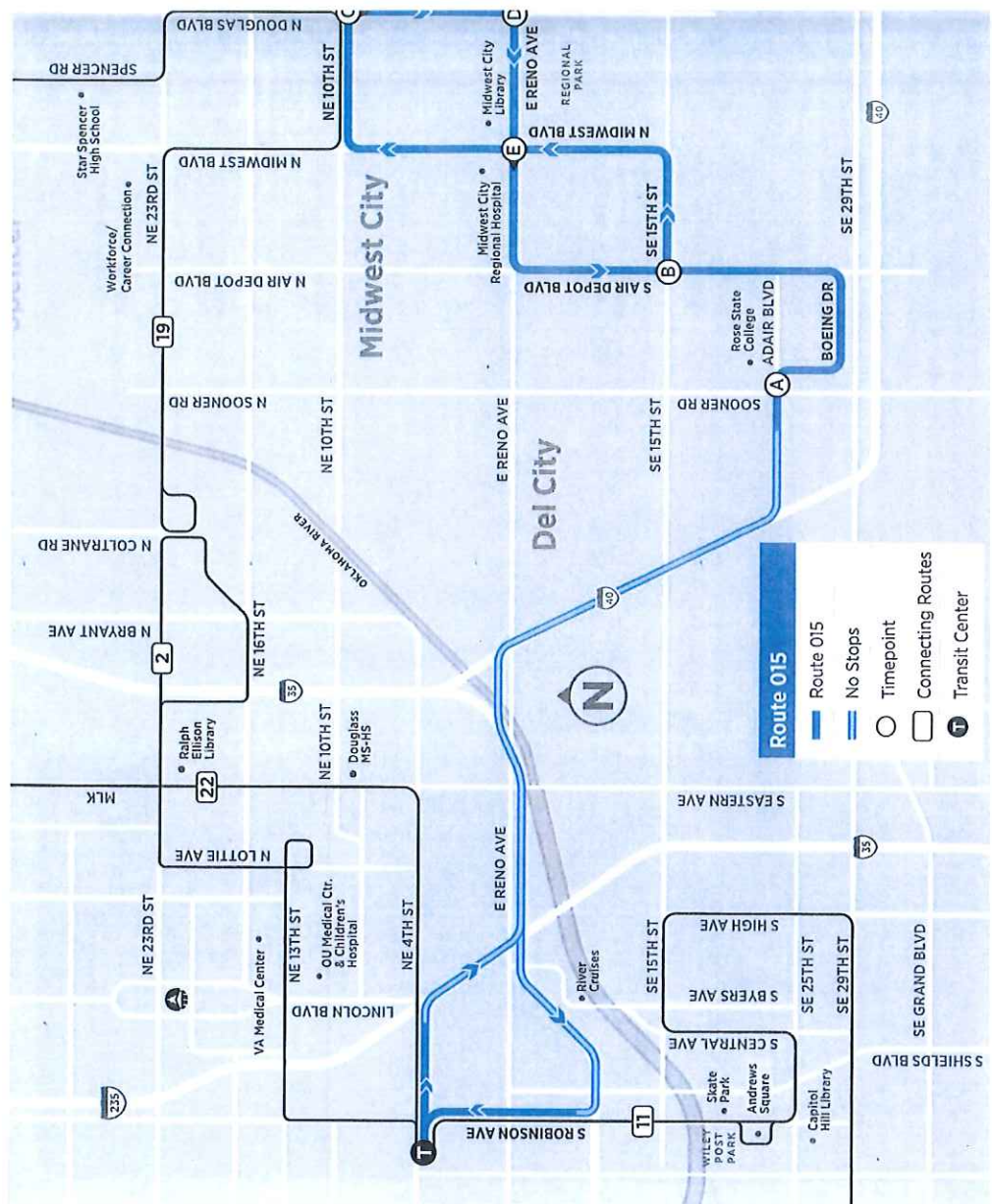
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2016.

Notary Public

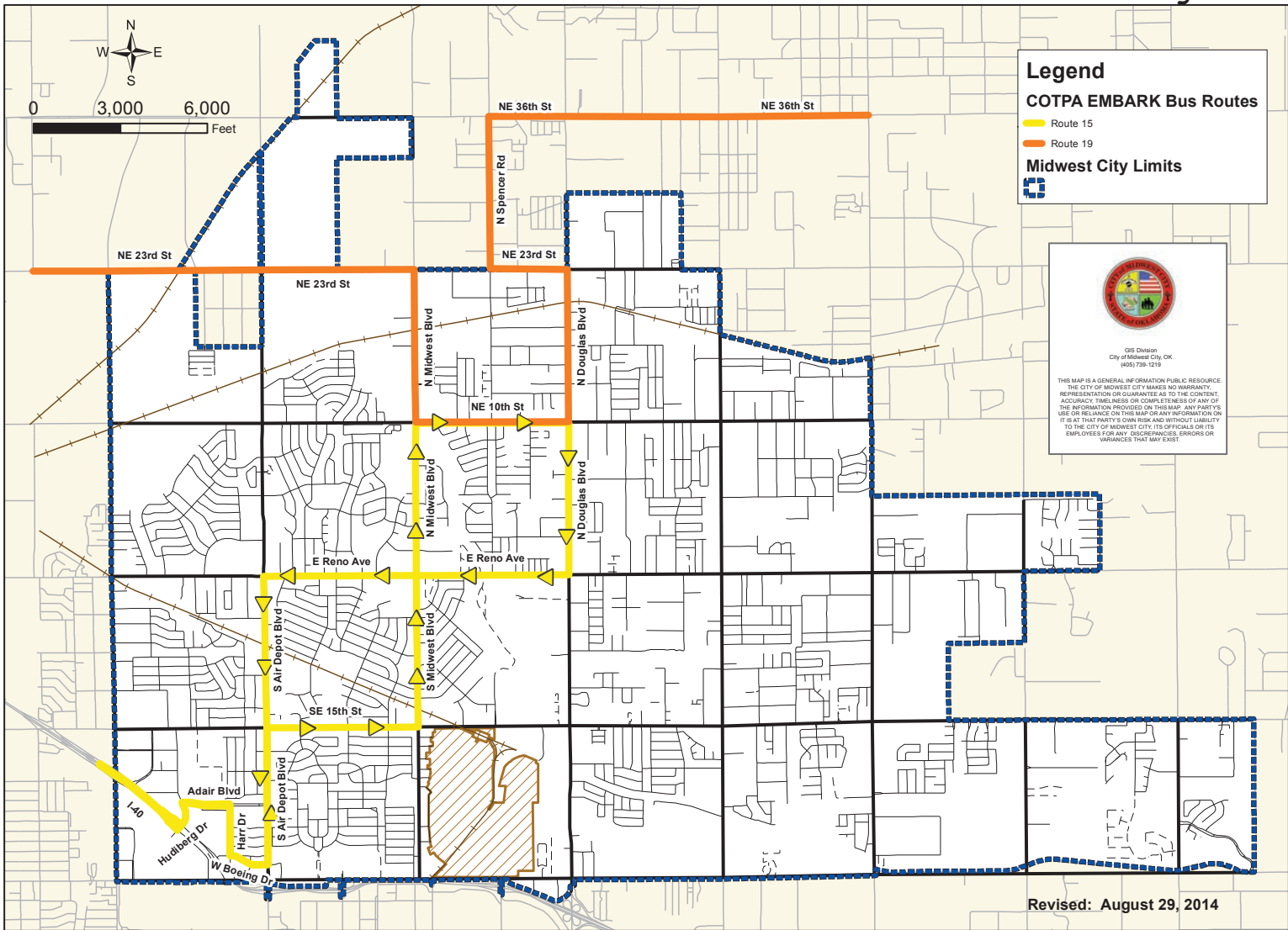
Commission No.

My commission expires: _____



Route 015					Monday – Friday / Lunes a viernes			
Midwest City to Downtown					Downtown to Midwest City			
N Douglas Blvd & Reno ID# 122	Reno & Midwest Blvd ID# 123	Air Depot & SE 15 ID# 169	Rose State College ID# 173	Transit Center - Bay H ID# 126	Rose State College ID# 127	SE 15 & Air Depot ID# 128	NE 10 & Douglas ID# 2919	N Douglas Blvd & Reno ID# 122
(D)	(E)	(B)	(A)	(T)	(A)	(B)	(C)	(D)
				5:20	5:36	5:41	5:52	5:55
5:55	5:58	6:01	6:08	6:25	6:46	6:51	7:02	7:05
7:05	7:08	7:11	7:18	7:35	8:01	8:06	8:17	8:20
8:20	8:23	8:26	8:34	8:55	9:21	9:26	9:37	9:40
9:40	9:43	9:46	9:54	10:15	10:41	10:46	10:57	11:00
11:00	11:03	11:06	11:14	11:35	12:01	12:06	12:17	12:20
12:20	12:23	12:26	12:34	12:55	1:21	1:26	1:37	1:40
1:40	1:43	1:46	1:54	2:15	2:41	2:46	2:57	3:00
3:00	3:03	3:06	3:14	3:35	4:01	4:06	4:17	4:20
4:20	4:23	4:26	4:34	4:55	5:21	5:26	5:37	5:40
				5:50	6:11	6:16	6:27	6:30
5:40	5:43	5:46	5:54	6:30	6:56	7:01	7:12	7:15
6:30	6:33	6:36	6:44	7:05				
7:15	7:18	7:21	7:29	7:50				

COTPA EMBARK Bus Routes





Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and City Council

From: Mike Bower, Midwest City Emergency Manager

Date: July 26, 2016

Subject: Discussion and consideration of approving a resolution establishing the Nine-One-One Emergency Telephone Fee Rate at three percent for calendar year 2017.

The resolution allows ACOG to collect a 3% Nine-One-One Emergency Telephone Service Fee for the calendar year 2017. The rate is the same as it has been for many years.

Staff recommends approval.

Mike Bower
Emergency Manager

RESOLUTION 2016-_____

A RESOLUTION OF THE COUNCIL
OF THE CITY OF MIDWEST CITY
ESTABLISHING THE NINE-ONE-ONE EMERGENCY
TELEPHONE FEE RATE FOR CALENDAR YEAR 2017

WHEREAS, the Council of Midwest City has approved the acquisition and operation of an emergency telephone service together with the levy or imposition of user fee/tax for such services; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine- One-One Emergency Act, 63 O.S. Supp., 1987, §2811 et seq., as amended.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Midwest City that it does hereby establish the rate for the Nine-One-One Emergency Telephone Service Fee for the calendar year 2017 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within said City in accordance with said Act beginning January 1, 2017.

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 26, 2016

SUBJECT: Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2016-17 with the Town of Forest Park to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.

The Midwest City Police Department requests the Council to renew the current agreement with the Town of Forest Park, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials. This agreement will allow the Midwest City Police Department jail facility to hold adult prisoners for this town at a rate of \$54.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. The terms of the agreement shall be from July 1, 2016 through June 30, 2017.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreement

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the 1st day of July 2016 by and between the **Town of Forest Park**, Oklahoma a municipal corporation (hereinafter referred to as "Forest Park"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

Whereas, this Agreement is made recognizing the provisions of 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all rights as provided under the state and federal Constitutions; and

Whereas, Midwest City owns and operates a fully licensed and accredited jail facility located at 100 North Midwest Boulevard in Midwest City, Oklahoma (hereinafter referred to as the "Jail"); and

Whereas, the Oklahoma statutes and Midwest City charter authorize and allow Midwest City to contract to provide services pursuant to this Agreement;

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal.

- A. The term of this Agreement shall commence on this 1st day of July, 2016 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2017. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

2. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

3. Definitions.

- A. A "Forest Park prisoner" shall be defined as any prisoner incarcerated in the Jail solely on Forest Park municipal convictions and/or any other person that is otherwise held solely at the request of Forest Park police.
- B. A "hold for municipal/state prisoner" shall be defined as a prisoner arrested by a Forest Park police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Forest Park prisoners when all state charges

have been declined or disposed of and the prisoner is being held only for Forest Park municipal charge(s) or Forest Park municipal conviction(s), or otherwise held at the request of Forest Park police.

4. Purpose. The purpose of this Agreement is to provide for the incarceration of Forest Park prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest City officials, and to otherwise coordinate booking and detention functions

5. Termination.

- A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.
- B. This Agreement may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

6. Compensation.

- A. Forest Park's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Forest Park agrees to pay Midwest City fifty-four dollars (\$54.00), prorated to the closest hour interval, per Forest Park prisoner or hold for municipal/state prisoner per day the Forest Park prisoner or hold for municipal/state prisoner is held on behalf of Forest Park. A booking fee of twenty-five dollars (\$25.00) shall be assessed to each Forest Park prisoner upon entry into the jail. If the Forest Park prisoner is held longer than eleven (11) hours, the twenty-five dollar (\$25.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Forest Park prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Forest Park municipal ordinances or Oklahoma state statutes, or otherwise held for Forest Park police.
- B. Midwest City agrees to prepare and submit to Forest Park monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Forest Park agrees to use due

diligence to pay properly invoiced amounts within thirty (30) days of receipt.

7. Services. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

- A. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Forest Park prisoners or hold for municipal/state prisoners.
- B. Midwest City shall permit Forest Park law enforcement officers and Forest Park's agents, in the pursuance of their official duties, as approved by the Forest Park chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Forest Park assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- C. Midwest City shall allow Forest Park access, at all times, to Forest Park prisoners or hold for municipal/state prisoners. Forest Park assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Forest Park until such time as they are returned to the Jail by Forest Park.
- D. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Forest Park prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Forest Park agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Forest Park prisoners or hold for municipal/state prisoners when so required by the Forest Park Police Department.

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Forest Park to Midwest City upon Forest Park's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Forest Park's financial responsibility for Forest Park prisoners and hold for municipal/state prisoners shall begin upon

the presentation of the necessary documentation to book a prisoner into the Jail.

- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Forest Park prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Forest Park for the posting of bonds for those persons charged with violations of Forest Park ordinances. All fines/bonds will be posted with the Forest Park municipal court clerk. Forest Park will be responsible for authorization of all own-recognizance bonds on Forest Park prisoners. Forest Park municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.
- D. Midwest City agrees to release Forest Park prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, Forest Park's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Forest Park prisoner or hold for municipal/state prisoner, whichever is earlier.

9. Medical Care.

- A. Forest Park will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Forest Park prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Forest Park ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Forest Park prisoners and hold for municipal/state prisoners with the same level of care and

services provided Midwest City prisoners. Forest Park agrees to provide transportation to and from medical facilities outside of the Jail for any Forest Park prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

10. Severable Liability.

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51, Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

11. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to Forest Park and to Midwest City at the following addresses:

If to Forest Park:	Town Clerk Town of Forest Park 4203 N. Coltrane Forest Park, Oklahoma 73121
With a copy to police chief:	Chief of Police Town of Forest Park 4203 N. Coltrane Forest Park, Oklahoma 73121
If to Midwest City:	City Clerk City of Midwest City 100 North Midwest Boulevard Midwest City, Oklahoma 73110

With a copy to police chief:

Chief of Police
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

12. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.

13. Non-Assignability. This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

14. Severable. The provisions of this Agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

15. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.

16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

17. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Forest Park in a timely manner. This provision does not intend or create any liability and/or indicate that Forest Park has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Forest Park prisoners, hold for municipal/state prisoners and jail standards.

18. Security. Forest Park personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the Jail. Information belonging to Midwest City will be safeguarded by Forest Park to the same extent as Forest Park safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.

19. Transportation of Forest Park Prisoners. Forest Park hereby assumes responsibility for the transportation of Forest Park prisoners to all municipal court appearances and shall hereby coordinate with the Forest Park municipal judges for the posting of bonds for those persons charged with violations of Forest Park ordinances. Forest Park hereby assumes responsibility for the transportation of hold for municipal/state prisoners to the Oklahoma County Jail or other appropriate institution.

20. Amendments. Any amendments to this Agreement must be in writing and approved by the parties.

21. Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

PASSED AND APPROVED by the mayor and council of the City of Forest Park, Oklahoma on the 28 day of June, 2016 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2016.

TOWN OF FOREST PARK, OKLAHOMA,
a municipal corporation

Dorothy C. Winston 6-30-2016
Mayor

ATTEST:

Carolyn M. Pendarvis
City Clerk

Approved as to form and legality this 28th day of June, 2016.

Mu Sif
City Attorney

CITY OF MIDWEST CITY, OKLAHOMA,
a municipal corporation

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

Approved as to form and legality this _____ day of _____, 2016.

Katherine Bolles, City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 26, 2016

SUBJECT: Discussion and consideration of renewing the agreement with the Town of Forest Park for animal care services for fiscal year 2016-17.

With the renewal of this agreement, the City of Midwest City will continue to house and care for the animals that the Town of Forest Park may bring to Midwest City's animal welfare facility for fiscal year 2016-17.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement is made and entered into this 28th day of June, 2016, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **Town of Forest Park**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

"DVM" shall mean Doctor of Veterinary Medicine. "Animal" shall mean all non-hoofed animals. "Livestock" shall mean all domestic hoofed animals. "Dogs" shall mean all canine domestic animals. "Cats" shall mean all feline domestic animals. "Disposal Only" shall mean that animals are to be disposed of upon entry. "D/A" shall mean dead animals.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is mutually agreed between the parties to this Agreement as follows:

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
2. Midwest City agrees that it shall accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Midwest City by Municipality or those working under its direction. The hours of operation for acceptance are Sunday through Saturday 8:00 a.m. through 6:00 p.m. Municipality must make arrangements internally to accept unwanted/owned animals or strays found by citizens within its city limits. Midwest City shall not accept unwanted/owned or stray animals directly from citizens of Municipality.
3. Midwest City agrees that all activities relating to veterinary medicine and veterinary care given to animals in its custody shall be performed by or at the direction of a licensed doctor of veterinary medicine, in compliance with the Veterinary Practice Act of State of Oklahoma.
4. Midwest City agrees that, for the purpose of this Agreement, it shall maintain office hours for reclamation and adoption of animals from 8:00 a.m. to 6:00 p.m., Sunday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
5. Midwest City agrees that it shall, upon payment by the animal's owner of all applicable Midwest City animal reclamation fees and costs, release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- a. Midwest City agrees that it will not release any dog or cat entrusted to it until the party receiving the dog or cat shall have complied with all the Oklahoma state statutes relating to vaccination. A vaccination receipt or a DVM's written or verbal acknowledgment is deemed compliance with the requirement for rabies vaccination.
- b. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
- c. Municipality agrees that any fees incurred beyond the normal scope of Midwest City Animal Welfare policies and/or City of Midwest City ordinances are to be collected by Municipality from the person reclaiming the animal. Midwest City takes no responsibility for the collection of fees or issuance of citations on behalf of the Municipality.

6. Midwest City shall keep in its custody and properly care for dogs and cats licensed, tagged or with a known owner collected and delivered to Midwest City by Municipality for a period of seven (7) days unless sooner redeemed by the owner. Any dog or cat collected and delivered to Midwest City by Municipality whose owner is unknown (meaning a stray) shall be held for five (5) days unless sooner redeemed by its owner. D/A will be billed as required. Dogs and cats entered at the collected and delivered to Midwest City by Municipality for Disposal only will be humanely disposed of upon entry. Holidays shall not be counted for billing purposes. After the expiration of the required holding period, Midwest City shall dispose of animals as it deems fit and/or humane.

7. Midwest City agrees that it will provide proper food, water, shelter, care and other humane treatment for such animals while they are in its possession and until they are placed or otherwise disposed of by Midwest City.

8. Midwest City agrees that it will provide access to the public in seeking lost or stray animals during the hours scheduled in paragraph 4 above.

9. Midwest City and Municipality do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement brought to Midwest City by Municipality as follows, with payment made by Municipality to Midwest City plus payment of charges as set forth in paragraph 6:

- a. Eighty-five dollars (\$85.00) per animal for dogs and cats. This fee includes up to seven (7) days of boarding as outlined in paragraph 6. There shall be an additional ten dollar (\$10.00) disposal fee for any animal that is not adopted or redeemed.
- b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollars (\$20.00) per sick/injured animal for euthanasia. There shall be an additional ten dollar (\$10.00) fee for any animal that Municipality wants Midwest City to dispose of after being euthanized.
- d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulated animals (D/A).
- e. Fifteen dollars (\$15.00) for incineration, or disposal of dead ungulated animals (D/A).

10. If the Animal Welfare supervisor deems, in his/her professional opinion, that the injury or illness of an owned or stray animal is of such a nature that the animal should be immediately euthanized for humane reasons, then Midwest City is authorized to euthanize the animal upon entry.

11. Midwest City shall collect and retain all reclamation/adoption and disposal fees, and shall keep proper financial records to account for them.

12. Municipality may have full information as to the methods, means and manner of the operation, maintenance and management of its animal shelter during the term of this Agreement, including inspection by appointment.

13. In the event Midwest City is required to keep and maintain animals delivered by Municipality in excess of the periods set out in Paragraph 6 of this Agreement because of a requirement of health officials, law enforcement officials, Municipality or court order, Municipality agrees to pay Midwest City the sum of eight dollars (\$8.00) per day for any day the animal is kept and maintained in excess of the requirement set out in Paragraph 6.

14. Midwest City shall have the right to refuse any animal due to health or overcrowding.

15. Midwest City shall keep full and accurate records of all animals brought to Midwest City and a record of their final disposition. It shall individually identify, mark or tag to effect an individual record of each animal received. A current copy of the records shall be open to inspection by Municipality. Midwest City will make every reasonable effort to notify the known owner of the animal including, but not limited to, mailing written notice to the owner.

16. On or before the tenth (10th) day of each month upon proper claim by Midwest City to Municipality, Municipality shall pay all fees to which Midwest City is entitled under the terms of this Agreement.

17. Municipality will provide Midwest City with complete copies of Municipality's animal control ordinances, and keep and maintain them at all times.

18. Municipality, upon delivery of animals to the shelter, shall unload the animals, locate a representative of Midwest City and assist in the proper intake procedures of vaccination,

de-fleaing, worming, etc. Municipality shall then enter the animals into the appropriate area of the shelter as specified by Midwest City. Municipality shall complete applicable entry forms prior to Midwest City's acceptance of any animals. Municipality shall have no responsibility in the handling of the animals after acceptance by Midwest City.

19. Municipality hereby agrees that any loss resulting from the performance of this Agreement shall be borne by it and, further, Municipality hereby agrees to indemnify and save forever harmless Midwest City and all of its officers and employees from any and all claims for damages of any kind or nature whatsoever which may hereafter be made against Midwest City or any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages caused by the negligent acts of Municipality, its agents or employees. Nothing in this paragraph shall be deemed a waiver by Municipality of any provision of the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 *et seq.*

20. It is hereby agreed that this Agreement shall not be assigned by Municipality, in whole or in part, without the written consent of Midwest City.

21. It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any litigation proceeding unless such waiver or modification has been signed by the party sought to be charged with such waiver or modification.

22. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice to the offending party.

23. The term of this Agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Municipality through the following 30th day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the following fiscal year (July 1 through June 30). This Agreement may be renewed from year to year.

24. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

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

Katherine Bolles, City Attorney

Approved by the governing body of _____, Oklahoma, on this _____ day of _____, 20____.

TOWN OF FOREST PARK

Dorothy Winston 6-30-2016

Mayor

ATTEST:

Carolyn M. Pendarvis

City Clerk

Approved as to form and legality this 28th day of June, 2016.

Don Smith

City Attorney



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

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 26, 2016

SUBJECT: Discussion and consideration of approving and entering into a maintenance contract with Automation Integrated in the amount of \$4,290.00 for the maintenance of the Police Department building automation and control systems for fiscal year 2016-17.

With this contract, Automation Integrated will service and maintain the Police Department's building automation and control systems for fiscal year 2016-17.

This item has been budgeted for. Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Service Maintenance Contract

Proposal
Scope of Work &
Agreement for Goods
and Services



Automation Integrated
Building Technology

Midwest City Police
Department

Project Name: 2016 Service
Maintenance Contract
Attn: Bob Cornelison

2016

This
Proposal is
Valid for
Thirty Days

Account Manager:

Chad Hoskins
(405) 971-4542

chad@ai-sys.com

Vice President:

Frank Orman

frank@ai-sys.com

7/5/2016



Midwest City PD 2016 SERVICE CONTRACT

Price: \$4,290.00

SCOPE OF SERVICES

AI will provide the following under this service contract:

1. Contract term is for 1 year.
2. All necessary labor and hardware required to bring defective equipment back to functional status is included in the fixed annual price.
3. Review AMAG Symmetry software and update as necessary as part of PMI.
4. Inspect all door contacts, replace as necessary.
5. Test all motion detectors, request to exit buttons and proximity readers, repair or replace as necessary.
6. Test all access control panels, I/O boards and NICs, repair or replace as necessary.
7. Inspect all batteries and replace as necessary.
8. Semi-annual site visits for preventive maintenance.
9. After-hours service (405-432-4241):
 - i. Level 1 phone support
 1. 2-hour call back by qualified technician.
 - ii. Level 2 On-site/VPN Support
 1. VPN Access/Remote Desktop Support
 2. 8-hours to onsite weekdays
 3. 24 hours to on-site weekends

Exclusions

1. Equipment which is found to be damaged or vandalized by human intervention.
2. Asbestos abatement areas must be handled by a licensed agency.
3. Performance and Payment Bonding are not included as part of this project.
4. Cutting, patching or painting of walls, roof/ceilings, doors, etc.
5. Any fire alarm work, at all, beyond specified AMAG monitoring connections.
6. 120VAC or greater power wiring, drives, disconnects or starters.
7. Any Ethernet network equipment, at all.
8. PC and/or network support.
9. Move/Add/Change work per dispatched work orders shall be reimbursable.



PROPOSAL

MWC PD – Service Maintenance Contract 2016

10. Automation Integrated, LLC shall not be obligated to provide the Services required by this Agreement IF:

- iii. The Equipment has been modified or repaired by anyone other than an authorized Automation Integrated, LLC employee.
- iv. The Equipment requires repair of damages caused by external factors, including, but not limited to: loss or damage resulting from the elements, misuse, abuse, or the operation of the Equipment in improper environments, such as, but not limited to, locations having defective or inadequate power source, lightning damage, static electricity, or excessive interference caused by external sources (i.e. power surges and Acts of God).
- v. If extra Service is required to comply with changes in the regulations of any governmental body or agency.

Acceptance of SOW Proposal.

Accepted:

By: _____
Title: **Matthew D. Dukes II**
Mayor
Date: _____

Agreed to:

By: Crystal Gregory
Title: Office Admin
Date: 7-6-16



About Automation Integrated

Our Mission:

The term system integration has been misused far too often in the industries we serve, Automation Integrated holds this term in high regard. AI believes true systems integration can only be accomplished through a steady and continuous focus on software development, system engineering practices, and vertical subject matter expertise. Our belief in this process is so strong it has become a part of our company identity. 'Integration Re-defined' is more than our slogan, it is what drives AI as a company. The needs to re-define what is possible and re-define how our clients can use their technology and data are the qualities that AI's customers truly value.

Our Promise:

AI was founded on the belief that a systems integration firm should be able to masterfully provide the following:

- Unyielding customer support and service through the entire lifecycle of a system, from presale to decommissioning.
- Solutions that unshackle the customer from proprietary legacy technology and allow greater use of data that has always been present, but may not have been accessible.
- Consultative approaches to value engineering and design build projects.

Our Story:

Founded in September of 2011, Automation Integrated has consistently been one of the fastest growing technology firms in the Central US. AI has accomplished this growth organically with no outside capital.

AI has grown from a local to national integrator in a very short period of time. We are engaged in projects from Las Vegas, Nevada to Miami, Florida and many locations in between. AI also just opened a new branch office in Atlanta, Georgia.

Since its founding, Automation Integrated has developed solutions for and pursued business in a specific group of vertical markets. These markets are: Multisite Retail, Energy, Casino and Hospitality, Banking, and Government. Along the way, we have garnered a wide degree of industry knowledge, as well as hired some amazing talent. Automation Integrated has deep wells of experience in the following fields:

- Building Automation and Control Systems
- Industrial and Commercial Security, CCTV, and Access Control Systems
- Information Technology and Information Security
- Software, Mobile, Embedded, and Web Development
- **Seamless Functional Integration of all the above**

Our experience:

- 5 Software Developers
- 40+ years of experience developing software and systems.
- Building automation deployment experience for a multi-site retail client with 300 locations
- Train-the-trainer certified in Niagara (both R3 and AX), KMC, and EasyIO.
- Active control system development experience in EasyIO, Niagara, Triatek, Hubbell Lighting Controls, TCS, KMC, Honeywell, Trane, DGLUX, LyncSpring Genesis, Hubbell, Alerton, Andover, Solidyne, Johnson Controls, Sicrochip, Siemens, Distech, Smart Controls, and Schneider.
- A full application development life-cycle environment including version control, 80% coverage unit testing, integration test suite, automated build environment, bug tracking, documentation, and deployment systems.
- Active security system development experience in Mobotix, Milestone, Aviligon, ONSSI, Geutebruck, Bosch, AMAG, and Axis.
- Complete integrated security and building control system deployment for one of the largest oil producers in America.
- Active information systems development experience in Android, Linux, Microsoft, IBM, Dell, Cisco, HP, Brocade, Razberi, and EMC.
- Collegiate teaching experience in Software Engineering, Information System Security, IP Networking, Open Source Application Development, and Mobile Development.
- Language experience in Java, C, Python, Node.js, Ruby, ActionScript, PHP, C#, SQL, ObjectiveC, HTML, CPL, Rhino, Bash, PPLC (FORTRAN), ladder logic, ControlBASIC, RISC, and XML.
- Program management and project management experience deploying CCTV and access control in the largest casino in North America.

Our Clients:



Memorandum

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: July 26, 2016

SUBJECT: Discussion and consideration of 1) approving and entering into the 2016 Safe Oklahoma Grant Program Contract with the Oklahoma Attorney General's Office to establish the terms and conditions under which the City will receive a law enforcement grant in the amount of \$70,000; and 2) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant.

The Midwest City Police Department requests that you enter into an agreement with the Oklahoma Attorney General's Office for the Law Enforcement Grant 2016 Safe Oklahoma Grant in the amount of \$70,000.00. Safe Oklahoma Grant funds would be used to reestablish overtime emphasis in high crime areas in Midwest City using GIS technology to reduce escalating violent crime. The grant funds will directly target crime hot spots and increase the number of frequency of patrols in those areas. The new crime prevention tactics will use data-driven techniques to help reduce the number of violent crimes in Oklahoma. Grant contract period is for one year.

Staff recommends approval.



Brandon Clabes
Chief of Police

Attachment: Contract



THE OFFICE OF ATTORNEY GENERAL
2016 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

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

1. AMOUNT AND PURPOSE OF FUNDS

- a. OAG is providing \$70,000.00 to Recipient for the use of overtime policing in high violent crime areas. The terms of use for the funds are more fully described in Appendix A.

2. AVAILABILITY OF FUNDS

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

3. TERM OF CONTRACT

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

4. MODIFICATION AMENDMENT

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

5. OAG PERFORMANCE

- a. OAG will provide funding for the project up to the total amount detailed in Appendix A.

6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.
- b. Prior to the distribution of funds by OAG, Recipient agrees to a review and analysis of the proposed budget and strategy for the use of the funds with OAG staff and a consultant selected by OAG. At OAG's discretion, the distribution of funds by OAG may be contingent upon a modification of Appendix A subsequent to this review and analysis.
- c. In no event shall any subcontract or subcontractor incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.
- d. Recipient shall commence implementation of the project described in Appendix A within 60 days from the date of receipt of funds unless otherwise agreed in Appendix A.
- e. Recipient agrees to cooperate with, and provide information to, any third-party evaluator, provided at OAG's expense, for the purpose of tracking results of the Safe Oklahoma Grant Program.

7. FUNDING TO RECIPIENT

- a. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses under this contract. The funds provided to the Recipient shall be expended only for expenses incurred during the

term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.

- b. Funds made available under this grant shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

8. EMPLOYEE BENEFITS

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

9. CERTIFICATIONS BY RECIPIENT

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

10. NO-CONFLICT COVENANT

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

11. NON-COLLUSION

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

retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

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

15. CLOSING OUT OF CONTRACT

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

16. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

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

17. TERMINATION OR SUSPENSION

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

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

18. SEVERABILITY

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

19. POINT OF CONTACT

- a. Correspondence and contact to the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Lauren E. Hammonds
Title: Assistant Attorney General
Phone Number: 405-521-3921
Email: lauren.hammonds@oag.ok.gov

Secondary Contact Name: Timothy Downing
Title: Director of Legislative Affairs
Phone Number: 405-521-3921
Email: timothy.downing@oag.ok.gov

Agreed to the _____ day of _____, 2016.

X

Brandon C. Wages
Chief of Police, Midwest City Police Department

Mayor, City of Midwest City
Matthew D. Dukes II

X

J. Roy Henson
Mayor, City of Midwest City
MANAGER

X

Mike Hunter
First Assistant Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Purposes of Funding

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

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

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

APPENDIX A – Purpose of Funding

(7) PURPOSE AREA PRIORITIZATION SCHEDULE

PRIORITY*	PURPOSE AREA	DESCRIPTION	ESTIMATED COST**
1	1	<i>Funds will be used for overtime targeted policing in high Violent crime areas.</i>	<i>\$70,000.00</i>
2			
3			
4			
5			

*Prioritize each request

**Attach price quote or supporting documentation

BUDGET BREAKDOWN FOR OVERTIME IS BASED UPON THE FOLLOWING

Overtime:	\$70,000.00	1400 overtime hours @ \$50 per hour. (Using 2 officers, working 5 hour shifts.)
Fringe Benefits:	\$5,355.00	FICA @ 7.65%
	<u>\$12,600.00</u>	Retirement @ 18%
Total:	\$87,955.00	
Overage:	\$ -17,955.00	Paid out of department funds.

The funding will be utilized for overtime. Depending on what crime trends we are attacking will also determine what resources we will utilize.

- Uniformed officers in marked vehicles.
- Un-marked units and officer in uniform or plain clothes.
- Motor Officers
- Bike Patrol
- Street Crime's Unit / Gang Unit/ Special Investigations Unit (This is our under cover Unit. 4 personnel unit.)
- Community Action Officers (These officers work with the various neighborhood associations throughout the city. They can pass suspect information or identify heavy traffic areas or houses the will assist in identifying possible criminal activity.)
- Investigations Division (7 personnel 1 Supervisor and 1 Commander)

Utilizing the available computer aided software in addition to resources available to include several not listed. We should be able to identify crime trends (Hot Spots) and come up with a viable plan to deploy special emphasis to the targeted areas.

APPENDIX A – Purpose of Funding

In addition, utilize the funding more efficiently rather than just putting them out there every Saturday and Sunday. As crime trends change so will we. If the crimes are only happening on specific days and times then that will be our focus. For example; if we are experiencing an increase in stolen motor vehicles but they are only happening on Tuesday's, that's where will focus our efforts. No need to just waist the funding. If it's happening on several days throughout the week, we may need to focus which days have higher frequency.



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: July 26, 2016

SUBJECT: Discussion and consideration of renewing the agreement with the Town of Forest Park to provide emergency animal control services for fiscal year 2016-2017.

With the renewal of this agreement, the City of Midwest City will provide emergency animal control services for the Town of Forest Park for fiscal year 2016-2017.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement, effective on the 28th day of June, 2016, by and between the **Town of Forest Park**, hereinafter referred to as "Forest Park" and the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City".

WITNESSETH:

WHEREAS, Forest Park has a need for emergency animal control services by qualified personnel; and

WHEREAS, Midwest City is willing and able to provide the needed services to Forest Park; and

WHEREAS, Midwest City will provide a qualified officer and an appropriately equipped vehicle from its Animal Control division to provide the needed services to Forest Park.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties to this Agreement mutually agree to the following:

1. Only upon call by authorized officials of Forest Park, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Forest Park shall provide a Forest Park police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Forest Park.
3. Forest Park agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Forest Park also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Forest Park to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the City of Forest Park. The City of Forest Park shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Forest Park through the following 30th day of June. This Agreement may be renewed by the mutual consent of both

parties received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the following year (July 1 through June 30). This Agreement may be renewed from year to year.

5. Forest Park shall hold Midwest City harmless from any liability whatsoever arising from Midwest City's provision of Animal Control services to Forest Park. Nothing in this paragraph shall be deemed a waiver by Forest Park or Midwest City under the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 et seq.
6. This agreement may be amended by mutual written agreement by both parties at any time.

IN WITNESS WHEREOF, the Council of the Town of Forest Park, Oklahoma, have approved and executed this Agreement on the 28 day of June, 20 16.

TOWN OF FOREST PARK

Dorothy Winston 6-30-2016
Mayor

ATTEST:

Cassidy M. Pendarvis
City Clerk

Approved as to form and legality this 28th day of June, 20 16.

Don Smith
City Attorney

Approved by the Council of Midwest City, Oklahoma this _____ day of _____, 20__.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

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

Katherine Bolles, City Attorney

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: July 26, 2016

Subject: Discussion and consideration of approving and entering into a Fire Equipment Agreement with the Oklahoma County Board of County Commissioners to establish the terms and conditions under which the County shall provide the City with certain firefighting equipment.

County has given Midwest City a 2000 Ford chassis that the Midwest City Fire Department has completed by adding a used brush fire skid unit to the bed and also a cache of VHF radios to communicate with in a mutual aid capacity. In exchange, the City is agreeing to provide firefighting and rescue services to persons and property within and outside of the City of Midwest City. In addition, the City will also be responsible for all of the maintenance and repair of the equipment.

Staff recommends approval.



Bert Norton
Fire Chief



Oklahoma County Emergency Management

320 Robert S. Kerr, Suite 101 • Oklahoma City, Oklahoma 73102-3431
(405) 605-8200

July 5, 2016

Fire Department Annual Agreement

Please find attached two (2) original Annual Fire Equipment Agreements between your jurisdiction and the Oklahoma County Board of County Commissioners for Fiscal Year 2016-2017. After obtaining applicable signatures, including a Town/City Clerk or Department Board Secretary on BOTH documents, please return BOTH signed originals to:

Oklahoma County Office of Emergency Management
ATTN: David K. Barnes, Director
320 Robert S. Kerr, Suite 101
Oklahoma City, Oklahoma 73102

Following approval by the Board of County commissioners I will return one (1) signed original to you. If you have any questions or need additional information, please feel free to contact me as indicated below.

Respectfully,

David K. Barnes, Director
Oklahoma County Office of Emergency Management
(405) 713-1369 office
(405) 596-3069 cell
E-mail: dbarnes@oklahomacounty.org

FIRE EQUIPMENT AGREEMENT
BETWEEN
OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE CITY OF MIDWEST CITY

July 1, 2016 through June 30, 2017

This FIRE EQUIPMENT AGREEMENT (the "Agreement") is entered into between the **BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY**, a political subdivision organized and existing under the laws of the State of Oklahoma (the "Board"), and **THE CITY OF MIDWEST CITY, a municipal corporation**.

WHEREAS, the Board is empowered pursuant to Title 19, Oklahoma Statutes, Section 351, to provide firefighting service in the County and to expend certain Oklahoma County funds to rent, lease and purchase firefighting equipment; and

WHEREAS, while the county may provide fire protection services through a county fire department, a Board of County Commissioners need not duplicate fire protection services provided by other legal entities within the county, and

WHEREAS, a Board of County Commissioners has legal authority to contract with municipalities to provide fire protection services to persons and property not located within the corporate limits pursuant to 19 O.S. §351.1, and

WHEREAS, pursuant to the Interlocal Cooperation Act in Title 74, Oklahoma Statutes, Sections 1001, *et seq.*, and Title 19, Oklahoma Statutes, Section 351.1, the Board and the City of Midwest City are authorized to enter into an agreement providing for fire protection services for persons and property located within the unincorporated areas of Oklahoma County; and

WHEREAS, by means of this Agreement, the Board desires to provide certain firefighting equipment to the City of Midwest City in return for the City of Midwest City's Fire Department furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other valuable consideration, the parties agree as follows:

1. Term. This Agreement shall commence on July 1, 2016, and shall terminate on June 30, 2017. This Agreement is renewable for an additional fiscal year upon written approval of both parties. Otherwise, this Agreement may be terminated by either of the parties by giving at least thirty (30) days written notice of such termination. On the termination of this Agreement either by termination

of the fiscal year for which the agreement is written, or written 30-day notification, the City of Midwest City shall return the Equipment to the County.

2. Equipment. The Board shall provide the City of Midwest City with the following firefighting equipment (hereinafter called the "Equipment"):

Property Description	Serial Number	County ID Number
2000 Ford BP F-450	1FDXF47F9YED42197	SP 302-00012
Brush Guard	N/A	SP 302-00012
Signal Vista Siren w/Speakers		
Federal Signal Vista Light Bar		
Task Force Tip Nozzle	TFTB-317114	
Motorola HT-1250 HH	749TBU4244	SP602-00514
Motorola HT-1250 HH	749TBU4235	SP602-00515
Motorola HT-1250 HH	749TBU4245	SP602-00516
Motorola HT-1250 HH	749TBU4253	SP602-00517
Motorola HT-1250 HH	749TBU4239	SP602-00518
Motorola HT-1250 HH	749TBU4196	SP602-00519
Motorola HT-1250 HH	749TBU4236	SP602-00520
Motorola HT-1250 HH	749TBU4264	SP602-00521
Motorola HT-1250 HH	749TBU4266	SP602-00522
Motorola HT-1250 HH	749TBU4218	SP602-00524
Motorola HT-1250 HH	749TBU4254	SP602-00525
Motorola HT-1250 HH	749TBU4209	SP602-00526
Motorola HT-1250 HH	749TBU4229	SP602-00527
Motorola HT-1250 HH	749TBU4263	SP602-00529
Motorola HT-1250 HH	749TBU4255	SP602-00528
Motorola HT-1250 HH	749TBSE228	SP602-00533
Motorola HT-1250 HH	749TBSE248	SP602-00534
Motorola HT-1250 HH	749TBSE236	SP602-00535
Kenwood TK-7360H-V Mobile Radio	B3202867	N/A
Kenwood TK-7360H-V Mobile Radio	B3202876	N/A
Kenwood TK-7360H-V Mobile Radio	B3202877	N/A
Kenwood TK-7360H-V Mobile Radio	B3202878	N/A
Kenwood TK-7360H-V Mobile Radio	B3202879	N/A
Kenwood TK-7360H-V Mobile Radio	B3202880	N/A
Kenwood TK-7360H-V Mobile Radio	B3202881	N/A
Kenwood TK-7180-K Mobile Radio	B4800064	SP602-00989
Kenwood TK-7180-K Mobile Radio	B4800065	SP602-00990
Kenwood TK-7180-K Mobile Radio	B4800066	SP602-00991
Kenwood TK-7180-K Mobile Radio	B4800067	SP602-00992
Kenwood TK-7180-K Mobile Radio	B4800068	SP602-00993
Kenwood TK-7180-K Mobile Radio	B4800069	SP602-00994

Kenwood TK-7180-K Mobile Radio	B4800070	SP602-00995
Kenwood TK-7180-K Mobile Radio	B4800071	SP602-00996
Kenwood TK-7180-K Mobile Radio	B4800072	SP602-00997
Kenwood TK-2180 HH MIII TFS	B4300171	SP602-00754
Kenwood TK-2180 HH MIII TFS	B4300172	SP602-00755
Kenwood TK-2180 HH MIII TFS	B4300173	SP602-00756
Kenwood TK-2180 HH MIII TFS	B4300174	SP602-00757
Kenwood TK-2180 HH MIII TFS	B4300175	SP602-00758
Kenwood TK-2180 HH MIII TFS	B4300176	SP602-00759
Kenwood TK-2180 HH MIII TFS	B4300177	SP602-00760
Kenwood TK-2180 HH MIII TFS	B4300178	SP602-00761
Kenwood TK-2180 HH MIII TFS	B4300179	SP602-00762
Kenwood TK-2180 HH MIII TFS	B4300180	SP602-00763
Kenwood TK-2180 HH MIII TFS	B4300181	SP602-00764
Kenwood TK-2180 HH MIII TFS	B4300182	SP602-00765
Kenwood TK-2180 HH MIII TFS	B4300183	SP602-00766
Kenwood TK-2180 HH MIII TFS	B4300184	SP602-00767
Kenwood TK-2180 HH MIII TFS	B4300185	SP602-00768
Kenwood TK-2180 HH MIII TFS	B4300186	SP602-00769

3. Purpose. The City of Midwest City shall use the Equipment for the purpose of providing firefighting and rescue services to persons and property located within the unincorporated areas of Oklahoma County, including the City of Midwest City, or, when provided by law or pursuant to an agreement under the Interlocal Cooperation Act, to other cities, towns, or political subdivisions of the State of Oklahoma as necessary for mutual aid and assistance; and further, to respond to major natural or man-made disasters, including but not limited to bomb disposal and hazardous material handling, in such jurisdictions when so requested by the Oklahoma County Emergency Management Director or appropriate authority.

4. Maintenance and Repair. The City of Midwest City will be solely responsible for: **(a)** maintaining the Equipment in safe operating condition in accordance with the laws of the State of Oklahoma, including, but not limited to, periodic safety checks and maintenance reviews required by the Board to ensure that the Equipment meets or exceeds all safety provisions and requirements; **(b)** scheduling necessary maintenance; **(c)** providing housing for the Equipment inside a structure suitable to protect the Equipment from adverse weather and vandalism when the Equipment is not in use; and **(d)** notifying the Oklahoma County Emergency Management Director whenever repairs or preventive maintenance work is needed to keep the Equipment in optimum operating condition, and thereafter taking the Equipment for repairs or servicing to the Oklahoma County Highway District site designated by the Oklahoma County Emergency Management Director, or other appropriate maintenance or repair facility, as necessary.

5. Indemnification. The City of Midwest City assumes all liability for any personal injuries, death claims, property damages or any other damages arising out of the possession and operation of the Board's firefighting equipment or any action or causes of action arising there from pursuant to this Agreement. The City of Midwest City further agrees to indemnify and hold the Board and Oklahoma County, their employees, officers, and agents, harmless from any claims of any kind, including attorney fees and costs of defending same that arise from the use of the Equipment. The City of Midwest City agrees to maintain liability insurance in an amount sufficient to satisfy any claim or lawsuit that might arise under the Governmental Tort Claims Act (Title 51 Oklahoma Statutes, Sections 151 *et seq.*) covering the obligations contained herein and including a provision that the Board, at the address set forth below, will be notified no less than ten (10) days prior to any cancellation of the policy, a copy of which insurance or renewal policy shall be submitted to:

Oklahoma County Emergency Management Director
320 Robert S. Kerr Avenue, Suite 101
Oklahoma City, Oklahoma 73102

6. Workers' Compensation Liability. The City of Midwest City shall provide workers compensation insurance for all personnel utilizing the Equipment or assume sole responsibility thereof.

7. Use of Equipment. The City of Midwest City shall have the sole responsibility of ensuring that all drivers of the Equipment have a current valid State of Oklahoma driver's license and have had appropriate training in the use of the vehicle and the Equipment.

8. Notice of Accidents. Any Equipment involved in an accident, of any type, shall be reported, including a copy of any police or highway patrol report, to the Oklahoma County Emergency Management Director within ten (10) days of said accident.

9. Injuries. The City of Midwest City shall be solely liable for any operator, passenger, guests or any other persons injured by the Equipment. A written report of such injury shall be submitted to the Oklahoma County Emergency Management Director within ten (10) days from the date of the injury.

10. Destruction of Equipment. Neither the Board nor any department of Oklahoma County is under any obligation to replace the Equipment if the Equipment is destroyed or damaged beyond repair. The City of Midwest City may, at its discretion, provide additional insurance coverage to insure against said damage or destruction. A copy of any such policy or renewal shall be submitted to the Oklahoma County Emergency Management Director, 320

Robert S Kerr Avenue, Suite 101, Oklahoma City, Oklahoma, 73102, within ten (10) days after receipt by the City of Midwest City.

11. Breach of Agreement. Failure to adhere to any of the terms of this Agreement will result in the Equipment being immediately recalled by the Board.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beside their signatures, with this Agreement to be effective as of July 1, 2016.

APPROVED:



Director, Oklahoma County Emergency Management

Approved as to form and legality this 1st day of July, 2016.


Assistant District Attorney

THE CITY OF MIDWEST CITY

APPROVED AND AGREED TO by the City of Midwest City this _____ day of _____, 2016.

BY: _____, Mayor

Printed Name: _____

ATTEST: _____, City Clerk

**BOARD OF COUNTY COMMISSIONERS OF
OKLAHOMA COUNTY, OKLAHOMA**

APPROVED AND AGREED TO by the Board this _____ day of
_____, 2016.

By: _____
Ray Vaughn, Chairman

By: _____
Brian Maughan, Vice Chair

By: _____
Willa Johnson, Member

ATTEST:

Carolyn Caudill, County Clerk



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 City Council

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

DATE : July 26th, 2016

SUBJECT : Discussion and consideration of accepting maintenance bonds from Commercial Construction Services, L.L.C. in the amount of \$3,096.00 and \$4,300.00, respectively, in regard to the water line and the sanitary sewer line improvements installed in conjunction with the new Soldier Creek Elementary school located at 9021 S.E. 15th Street.

The one year maintenance bonds from Commercial Construction Services, L.L.C. are for the water line and the sanitary sewer line improvements installed in conjunction with the new Soldier Creek Elementary school located at 9021 S.E. 15th Street.

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond # OKC615994

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Commercial Construction Services, LLC, as Principal, and American Safety Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Three Thousand Ninety Six * * * * * dollars (\$ 3,096.00 * * * *), such sum being not less than ten percent (10%) of the total contract price to construct or install Fire Line at the New Soldier Creek Elementary School for CMS Willowbrook (the "Improvement"), for a period of One years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Mid-Dei Public Schools, dated the 16th day of July, 20 12, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed and delivered this 10th day of August, 20 12.

Commercial Construction Services, Inc.
Principal

ATTEST:

Melody Pears
Secretary

By HR S

American Safety Casualty Insurance Company
Surety

ATTEST:

Diana Plackerman
Secretary

By Cynthia A. Harrell
Cynthia A. Harrell, Attorney In Fact

APPROVED as to form and legality this _____ day of _____, 20 ____.

City Attorney



NUMBER
OKC615995

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Tina E. Switzer, Barbara M. Paske, Tara N. Switzer, Tracy L. Kyle, Cynthia A. Harrell of Oklahoma City, OK
its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

*** THREE MILLION*** (\$3,000,000.00) DOLLARS***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6th day of August, 2009.

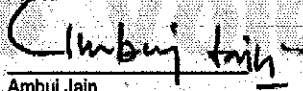
RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when:
(i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of August, 2009

Attest:


Ambuj Jain




Joseph D. Scollo, Jr.

STATE OF GEORGIA)

COUNTY OF COBB)

On this 6th day of August, 2009, before me personally came Joseph D. Scollo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY
Notary Public, Hall Co., GA
My Commission Expires Aug. 13, 2012

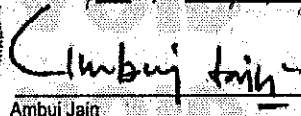

Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 10th day of August 2012




Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond # OKC615965

KNOW ALL BY THESE PRESENTS that we, Commercial Construction Services, LLC, as Principal, and American Safety Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Four Thousand Three Hundred and no/100 dollars (\$ 4,300.00 * * *), such sum being not less than ten percent (10%) of the total contract price to construct or install: Soldier Creek Elementary - Mid-Del Public Schools (the "Improvement"), for a period of One (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and OM Willowbrook, Inc., dated the 20th day of April, 20 12, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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


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

Signed, sealed and delivered this 16th day of July, 20 12.

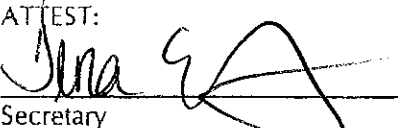
Commercial Construction Services, LLC
Principal

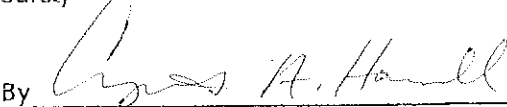
ATTEST:

Secretary

By 

American Safety Casualty Insurance Company
Surety

ATTEST:

Secretary

By 
Cynthia A. Harrell, Attorney In Fact

APPROVED as to form and legality this _____ day of _____, 20 ____.

City Attorney



NUMBER
OKC615965

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Tina E. Switzer, Barbara M. Paske, Tara N. Switzer, Tracy L. Kyle, Cynthia A. Harrell of Oklahoma City, OK
its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

*** THREE MILLION*** (\$3,000,000.00) DOLLARS***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6th day of August, 2009.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

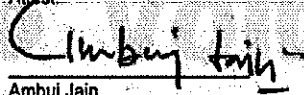
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when:

(i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of August, 2009

Attest:


Ambuj Jain



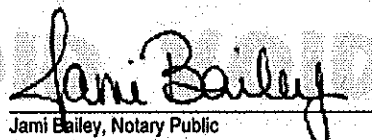

Joseph D. Scollo, Jr.

STATE OF GEORGIA)

COUNTY OF COBB)

On this 6th day of August, 2009, before me personally came Joseph D. Scollo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY
Notary Public, Hall Co., GA
My Commission Expires Aug. 13, 2012


Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 16th day of July, 2012




Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

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

PROJECT NAME: NEW SOLDIER CREEK ELEMENTARY SCHOOL

PROJECT LOCATION: 9021 SE. 15TH MIDWEST CITY, OK 73130

TYPE OF CONSTRUCTION: NEW CONSTRUCTION - SCHOOL

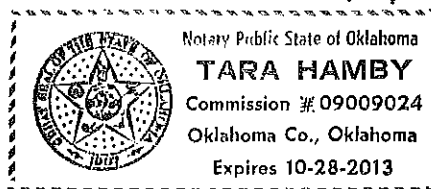
OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 100,000.00 less the City of Midwest City, Engineering Division Inspection Fees.

By Pam Twidwell
OWNER

Date: 10/4/2012

STATE OF OKLAHOMA)
)ss.
COUNTY OF OKLAHOMA)



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 4 day of OCTOBER, 2012, personally appeared PAM TWIDWELL, 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 HER free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 10-28-13

TARA HAMBY
NOTARY PUBLIC

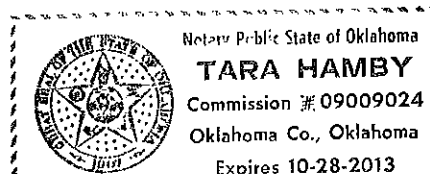
CONTRACTOR'S LIEN WAIVER

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

By [Signature]
CONTRACTOR

Date: 10-4-12

STATE OF OKLAHOMA)
)ss.
COUNTY OF OKLAHOMA)



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 4 day of OCTOBER, 2012, personally appeared LONDON BELT, 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 HIS free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 10-28-13

TARA HAMBY
NOTARY PUBLIC

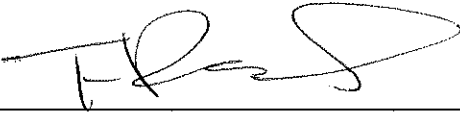
CONTRACT

July 16, 2012

Project: Mid-Del Public Schools - New Soldier Creek Elementary School
Install Fire Line

Commercial Construction Services, LLC will install fire line at the New Soldier Creek Elementary School for CMS Willowbrook, Inc.

PRICE
\$30,955.00

A handwritten signature in black ink, appearing to read 'T. Rogers', written over a horizontal line.

Trevor H. Rogers, owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2012

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 Fennell & Associates, Inc. 5800 East Skelly Drive, Ste 605 Tulsa OK 74135		CONTACT NAME: Tamara Smith PHONE (A/C, No, Ext): 918-632-0136 FAX (A/C, No): 918-632-0846 E-MAIL ADDRESS: tsmith@fennellassociates.com PRODUCER CUSTOMER ID #: 00004282	
INSURED Commercial Construction Services LLC PO Box Crescent OK 73038		INSURER(S) AFFORDING COVERAGE INSURER A: Bituminous Insurance Company INSURER B: National American Ins Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL11112301099

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CLP 3 559 037 8	8/30/2011	8/30/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP 3 559 038	8/30/2011	8/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
		A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			BINDER	8/03/2012	8/30/2012
DEDUCTIBLE RETENTION \$								
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		CW17510435	08/30/2011	08/30/2012

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

Project: Mid Del Schools EST Elementary School - water line installation

CERTIFICATE HOLDER**CANCELLATION**City of Midwest City Oklahoma
7221 NE 36th St
Midwest City, OK 73141

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

Vicky Courtney/TAMARA

CITY OF MIDWEST CITY
*** CUSTOMER RECEIPT ***

Batch ID: KELTOBJ 8/10/12 00 Receipt no: 23900

Type	SvcCd	Description	Amount
E5		ENGINEERING FEES	
	Qty	1.00	\$2119.90

SOLIDER CREEK & EAST SIDE
Trans number: 2665882
FEES / ENGINEERING 01000003771520

Tender detail
CK Ref#: 31036 \$2119.90
Total tendered: \$2119.90
Total payment: \$2119.90

Trans date: 8/10/12 Time: 14:50:31

THANK YOU FOR YOUR PAYMENT

ORIGINAL DOCUMENT HAS SECURITY FEATURES INCLUDING PANOGRAPH, MICROPRINTED SIGNATURE LINE AND SECURITY PAPER

COMMERCIAL CONSTRUCTION SERVICES, L.L.C. RR 2, BOX 403 PH. 405-969-3396 CRESCENT, OK 73028	OKLAHOMA STATE BANK GUTHRIE, OKLAHOMA 86-1290/1030	31036
--	--	-------

PAY TO THE ORDER OF City of Midwest City DATE August 10, 2012

Two thousand one hundred nineteen dollars & 90/100 \$ 2,119.90 DOLLARS

MEMO

[Signature]
AUTHORIZED SIGNATURE

⑈031036⑈ ⑆103012908⑆ ⑈0000612 737⑈



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2012

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 Fennell & Associates, Inc. 5800 East Skelly Drive, Ste 605 Tulsa OK 74135		CONTACT NAME: Joyce Reynolds PHONE (A/C No. Ext): 918-632-0136 FAX (A/C No.): 918-632-0846 E-MAIL ADDRESS: jreynolds@fennellassociates.com PRODUCER CUSTOMER ID#: 00004282	
INSURED Commercial Construction Services LLC PO Box Crescent OK 73038		INSURER(S) AFFORDING COVERAGE INSURER A: Bituminous Insurance Company INSURER B: National American Ins Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL11112301099 **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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	CLF 3 559 037 8	8/30/2011	8/30/2012	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG					GENERAL AGGREGATE \$ 2,000,000	
A	AUTOMOBILE LIABILITY					PRODUCTS - COM/OP AGG \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS	X	X	CAR 3 559 038	8/30/2011	8/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB						
	<input type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> DEDUCTIBLE						
	<input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					EACH OCCURRENCE \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				AGGREGATE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						
		N/A	X	CW17510435	08/30/2011	08/30/2012	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Mid-Del Public Schools, New Soldier Creek Elementary School @ 9021 SE 15th, Midwest City, OK

CERTIFICATE HOLDER

CMS Willowbrook Inc
PO Box 807
Chickasha, OK 73023

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
Vicky Courtney
Vicky Courtney/TAMARA

COMMENTS/REMARKS

The General Liability policy names the Owner, Architect and Construction Manager as additional insureds for ongoing operations and completed operations using endorsements CG2010 and CG2037 or substitute endorsements providing equivalent coverage. In addition, the Construction Manager is named as primary additional insured. The Automobile Policy names the Owner, Architect and Construction Manager as additional insureds. All policies including Workers Compensation provide a Waiver of Subrogation provision in favor of the Owner, Architect and Construction Manager.

CITY OF MIDWEST CITY
*** CUSTOMER RECEIPT ***

Batch ID: HANKEWS

7/19/12 00

Receipt no: 11306

Type	SvcCd	Description	Amount
E5		ENGINEERING FEES	
	Qty	1.00	\$860.00

SOLDIER CREEK IMPROVEMENT

Trans number:

2651627

FEES / ENGINEERING 01000003771520

Tender detail

CK Ref#:	30911	\$860.00
Total tendered:		\$860.00
Total payment:		\$860.00

Trans date: 7/19/12 Time: 14:42:55

THANK YOU FOR YOUR PAYMENT

ORIGINAL DOCUMENT HAS SECURITY FEATURES INCLUDING PANOGRAPHIC MICROPRINTED SIGNATURE LINE AND SECURITY PAPER

COMMERCIAL CONSTRUCTION SERVICES, L.L.C. RR 2, BOX 403 PH. 405-969-3396 CRESCENT, OK 73028	OKLAHOMA STATE BANK GUTHRIE, OKLAHOMA 86-1290/1030	30911
--	--	-------

DATE 07/19/12

PAY TO THE ORDER OF CITY OF MIDWEST CITY \$ 860.00

EIGHT HUNDRED SIXTY DOLLARS + 00/100 DOLLARS

MEMO Bond: SS

[Signature]
AUTHORIZED SIGNATURE

⑈030911⑈ ⑆103012908⑆ ⑈0000612 737⑈

CONTRACT

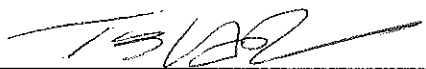
July 16, 2012

Project: Mid-Del Public Schools - New Soldier Creek Elementary School
Reroute Sanitary Sewer

Commercial Construction Services, LLC will re-route the sanitary sewer at the New Soldier Creek Elementary School for CMS Willowbrook, Inc.

PRICE

\$43,000.00



Trevor H. Rogers, owner



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 City Council

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

DATE : July 26th, 2016

SUBJECT : Discussion and consideration of accepting the maintenance bond from Commercial Construction Services, L.L.C. in the amount of \$7,500.00 for the water line improvements installed in conjunction with Midwest City Elementary School located at 2211 South Midwest Boulevard.

The one year maintenance bonds from Commercial Construction Services, L.L.C. is for the water line improvements installed in conjunction with the new Midwest City Elementary School located at 2211 South Midwest Boulevard.

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

Bond # OKC615997

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Commercial Construction Services, LLC, as Principal, and American Safety Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Seven Thousand Five hundred * * * * * dollars (\$ 7,500.00 * * * *), such sum being not less than ten percent (10%) of the total contract price to construct or install Fire Line at at the New EST Elementary School for CMS Willowbrook (the "Improvement"), for a period of One years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Mid-Dei Public Schools, dated the 16th day of July, 20 12, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed and delivered this 10th day of August, 20 12.

ATTEST:

Mallory Ross
Secretary

Commercial Construction Services, LLC
Principal

By FD

ATTEST:

Diana Plackemier
Secretary

American Safety Casualty Insurance Company
Surety

By Cynthia A. Harrell
Cynthia A. Harrell, Attorney In Fact

APPROVED as to form and legality this _____ day of _____, 20____.

City Attorney



NUMBER
OKC615999

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Tina E. Switzer, Barbara M. Paske, Tara N. Switzer, Tracy L. Kyle, Cynthia A. Harrell of Oklahoma City, OK

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

*** THREE MILLION*** (\$3,000,000.00) DOLLARS***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6th day of August, 2009.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

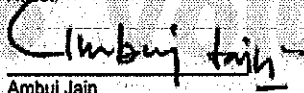
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when:

(i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6th day of August, 2009

Attest:


Ambuj Jain




Joseph D. Scallo, Jr.

STATE OF GEORGIA)
COUNTY OF COBB)

On this 6th day of August, 2009, before me personally came Joseph D. Scallo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY
Notary Public, Hall Co., GA
My Commission Expires Aug. 13, 2012


Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 10th day of August 2012




Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

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

PROJECT NAME: NEW EST ELEMENTARY SCHOOL

PROJECT LOCATION: 2011 S. MIDWEST BLVD, MIDWEST CITY, OK 73110

TYPE OF CONSTRUCTION: NEW CONSTRUCTION - SCHOOL

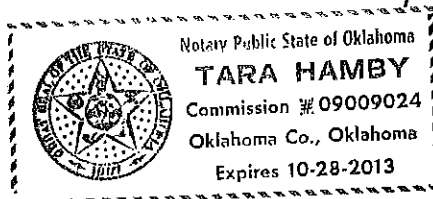
OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 198,800.00 less the City of Midwest City, Engineering Division Inspection Fees.

By Pam Twidwell
OWNER

Date: 10/4/2012

STATE OF OKLAHOMA)
)ss.
COUNTY OF OKLAHOMA)



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 4 day of OCTOBER, 2012, personally appeared PAM TWIDWELL, 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 HER free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 10-28-13

Tara Hamby
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

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

By Landon Belt
CONTRACTOR

Date: 10-4-12

STATE OF OKLAHOMA)
)ss.
COUNTY OF OKLAHOMA)



Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 4 day of OCTOBER, 2012, personally appeared LANDON BELT, 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 HIS free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 10-28-13

Tara Hamby
NOTARY PUBLIC

CONTRACT

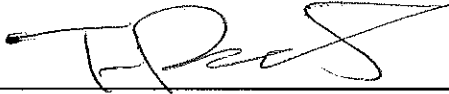
July 16, 2012

Project: Mid-Del Public Schools - New EST Elementary School
Install Fire Line

Commercial Construction Services, LLC will install fire line at the New EST Elementary School for CMS Willowbrook, Inc.

PRICE

\$75,000.00



Trevor H. Rogers, owner

Eastside Elementary/Soldier Creek
2% of 75,000 / 2% of 30,995.00
\$1,500.00 \rightarrow \rightarrow \$619.90



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2012

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 Fennell & Associates, Inc. 5800 East Skelly Drive, Ste 605 Tulsa OK 74135		CONTACT NAME: Tamara Smith PHONE (A/C, No, Ext): 918-632-0136 FAX (A/C, No): 918-632-0846 E-MAIL ADDRESS: tsmith@fennellassociates.com PRODUCER CUSTOMER ID #: 00004282	
INSURED Commercial Construction Services LLC PO Box Crescent OK 73038		INSURER(S) AFFORDING COVERAGE INSURER A Bituminous Insurance Company INSURER B National American Ins Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1112301099

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CLP 3 559 037 8	8/30/2011	8/30/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CAP 3 559 038	8/30/2011	8/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	<input type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE (Per accident) \$				
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			BINDER	8/03/2012	8/30/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 1,000,000				
	<input type="checkbox"/> DEDUCTIBLE		\$				
	<input type="checkbox"/> RETENTION \$		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CW17510435	08/30/2011	08/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

Project: Mid Del Schools Soldier Creek Elementary School - water line installation

CERTIFICATE HOLDER**CANCELLATION**City of Midwest City Oklahoma
7221 NE 36th St
Midwest City, OK 73141

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

Vicky Courtney/TAMARA



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: July 26th, 2016

Subject: Discussion and consideration of approving and entering into the FY 2017 Unified Planning Work Program contract with the Association of Central Oklahoma Governments for traffic count data collection.

ACOG has contacted staff regarding continued subcontracting with the city for traffic count data collection in order to assist in compiling information for the FY 2017 Unified Planning Work Program (UPWP). ACOG utilizes and shares the traffic data collected with other member entities for urban transportation planning activities within the Oklahoma City Area Regional Transportation Study (OCARTS). ACOG will compensate the city 80% (\$4,000.00) of the \$5,000.00 cost of the count data collected from forty locations.

The contract will be in effect from July 1st, 2016 through June 30th, 2017. The Engineering Division has performed traffic counting for ACOG under the terms of this and similar contracts since ACOG's FY 1995 in 1994. Traffic counting is one of the Engineering Divisions normal duties and collecting data for ACOG under the terms of the contract allows Midwest City to collect revenue for that work which it ordinarily does.

Patrick Menefee, P.E.
City Engineer

PM:lkf

Attachment

File: 1405

CONTRACT

Between

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

and the

CITY OF MIDWEST CITY

I. PARTIES AND PURPOSE

This CONTRACT made and entered into this _____ day of _____, 2016, by and between the Association of Central Oklahoma Governments (ACOG) and the City of Midwest City (MWC) reaffirms the Metropolitan Transportation Planning process of the Oklahoma City Area Regional Transportation Study (OCARTS). The above cited parties to this CONTRACT will hereinafter be referred to individually as ACOG and MWC respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this CONTRACT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The intent of this CONTRACT is to provide MWC funding of the Metropolitan Transportation Planning activities within the OCARTS transportation management area (TMA) as identified in the FY 2017 Unified Planning Work Program (UPWP). The purpose of this CONTRACT is to maintain the comprehensive, continuing and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at minimum expense.

II. EFFECTIVE DATE

The provisions of this CONTRACT shall become effective on the first day of July 2016, or on the day this Federal-aid project is authorized by FHWA, whichever comes later. This CONTRACT shall be effective until all funding provided under Section V have been expended but in no event shall the term of this CONTRACT be extended beyond June 30, 2017 for expenditure of FHWA Planning (PL) Funds without supplementation as provided by Section XV of this CONTRACT. This

CONTRACT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section XVI of this CONTRACT.

III. ORGANIZATION

Policy direction, plan selection, and development of programs for plan implementation of the OCARTS Planning Process shall be vested in an Intermodal Transportation Policy Committee (ITPC) whose membership and responsibilities are detailed in the Memorandum of Understanding signed December 18, 2008. The ITPC will send ACOG, the Metropolitan Planning Organization (MPO), transportation plans, policies and implementation programs for review and endorsement.

IV. UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2017 UPWP. The UPWP details the tasks, work responsibilities, costs and funding sources of each activity to be undertaken within the TMA. The product of the UPWP will be a twenty-year comprehensive and multi-modal transportation plan for the OCARTS TMA. Approval of the UPWP by the PARTICIPANTS, the ITPC, and FHWA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section V herein.

V. FINANCING

ACOG presently has funds available, allocated through the FHWA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG agrees to participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the OCARTS as set forth in this CONTRACT shall not exceed **\$5,000** of which **\$4,000** are FHWA's PL Funds and shall be on the basis of direct and indirect actual auditable costs incurred as a part of this study and the provisions of the Office of Management and Budget Circular A-133. The actual costs shall be limited to the equipment rental, office supplies, printing costs, personnel salaries, legal fees, personnel selection and placement, personnel relocation expenses, office rent and other necessary expenses directly associated with actual work performed under this CONTRACT. Allowable costs will be determined in accordance with the Office of Management and Budget Circular A-87.

The financing provided by this CONTRACT is for eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the costs are to be funded by MWC.

VI. DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or MWC's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the City Manager of MWC who jointly shall make the final determination.

VII. PAYMENT

Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of documented monthly billings from MWC showing the total actual costs incurred in conformance with the UPWP. Such billings shall be submitted to ACOG along with a narrative progress report. The billings shall be submitted by the tenth (10th) day after the end of any month in which data for 10 or more traffic count locations have been collected, except for work completed during the month of June as noted below. The billings shall include a list of the traffic counts, billable at the agreed upon rate of \$100/count. If fewer than 10 traffic counts are collected in any given month, the data shall accumulate to a total of 10 or more, and a billing shall be submitted in a later month, accordingly. The final billing, for work completed before or during June 2017, shall be submitted on or before July 11, 2017.

VIII. PROGRESS REPORTS

MWC shall provide ACOG progress reports regarding the date and location of the traffic counts, as well as hourly and 24-hour total counts. Such reports shall be submitted along with a billing by the tenth (10th) day after the end of a month for which the billing and report are prepared. The final progress report shall be submitted on or before July 11, 2017.

IX. INSPECTION OF WORK

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

X. RECORDS

MWC shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

XI. OWNERSHIP OF DATA

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

XII. INFORMATION AND REPORTS

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations and similar materials developed by MWC and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FHWA shall be made through ACOG only. MWC is a public entity subject to the Oklahoma Open Records Act. To the extent that anything in this paragraph conflicts with the Open Records Act, it shall be void.

XIII. PUBLICATION PROVISIONS

MWC shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FHWA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this CONTRACT shall contain a credit reference to the FHWA; such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration."

XIV. TRAVEL

There are no travel or training expenses eligible for reimbursement under this CONTRACT.

XV. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by ACOG shall be effective unless reduced to writing and executed by the PARTICIPANTS with the same formalities as are observed in the execution of this CONTRACT.

XVI. TERMINATION OF CONTRACT

This CONTRACT was entered into by the PARTICIPANTS because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTICIPANT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, MWC shall deliver at cost to ACOG all items mentioned in Sections X and XI of this CONTRACT within thirty (30) calendar days following the effective termination date.

XVII. GOVERNMENTWIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

In order to protect the public interest the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the City Clerk of MWC as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgements involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

XVIII. USE OF CONSULTANTS

Under the terms of this CONTRACT, MWC may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by MWC and are subject to prior written approval by ACOG. Contracts for work to be done, must, as a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR Part 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that ACOG shall insure that MWC insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction MWC may make. All contracts and discussions between ACOG and consultants retained by MWC must be initiated through MWC.

XIX. RESPONSIBILITY FOR CLAIMS AND LIABILITY

MWC and/or its consultants shall hold harmless ACOG, ODOT, and FHWA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by MWC and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this CONTRACT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workers' Compensation Laws or any other laws. MWC and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished ACOG.

XX. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

MWC and ACOG agree that all operations under the terms of this CONTRACT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract.

The term contractor or consultant shall mean MWC and/or its consultants.

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this

contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ACOG or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ACOG or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, ACOG shall impose such contract sanctions as it or the FHWA may determine to be appropriate including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as ACOG or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

XXI. COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT

MWC and ACOG agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs." A copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this CONTRACT.

XXII. COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

MWC agrees to adhere to Section 1352, Title 31, U.S. Code which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this CONTRACT.

XXIII. COVENANTS AGAINST CONTINGENT FEES

MWC warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT without liability, or at its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

XXIV. PRIOR UNDERSTANDING

This CONTRACT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

XXV. GOVERNING RULES AND REGULATIONS

MWC and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, MWC shall furnish ACOG with satisfactory proof of its compliance therewith.

XXVI. GOVERNING LAW AND REGULATIONS

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies and procedures of the Oklahoma Transportation Commission.

XXVII. HEADINGS

Article headings used in this CONTRACT are inserted for convenience of reference only and shall not be deemed a part of this CONTRACT for any purpose.

XXVIII. BINDING EFFECT

This CONTRACT shall be binding upon and inure to the benefit of ACOG and MWC and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

XXIX. NOTICES

All demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

- (1) if intended for ACOG, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to ACOG at:

Association of Central Oklahoma Governments
21 E. Main Street, Suite 100
Oklahoma City, OK 73104-2405

- (2) if intended for MWC, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to MWC at:

The City of Midwest City
Attention: Traffic Engineer
100 N Midwest Boulevard
Midwest City, OK 73110

XXX. SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, ACOG AND THE CITY OF MIDWEST CITY HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST ABOVE WRITTEN.

ATTEST:

ASSOCIATION OF CENTRAL
OKLAHOMA GOVERNMENTS

Secretary

Chairman, Board of Directors

John G. Johnson, General Counsel

ATTEST:

THE CITY OF MIDWEST CITY

City Clerk

Mayor

Approved as to form and legality this _____ day of _____, 2016.

Legal Counsel, City of Midwest City

EXHIBIT A

FEDERAL-AID ELIGIBILITY CERTIFICATION

The undersigned hereby certifies to the best of his or her knowledge and belief:

- (1) That he or she is the fully authorized agent of the Prospective Participant in this project which involves, Federal funding and has full knowledge and authority to make this certification.
- (2) That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor or accountant, nor any person in a position involving the administration of federal funds:
 - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
 - c. Has a proposed debarment pending; and
 - d. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

None

(If none so state by entering the word none.)

Date

City Clerk, City of Midwest City

EXHIBIT B (page 1 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

EXHIBIT B (page 2 of 2)

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT C (page 1 of 3)

NONDISCRIMINATION OF EMPLOYEES

During the performance of this contract, MWC, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

- (1) MWC and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
- (2) That any subcontract entered into by MWC for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.
- (3) MWC shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for MWC to:
 - (a) Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age or handicap; or
 - (b) To limit, segregate or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age or handicap; or
 - (c) Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining; or
 - (d) Publish or cause to be printed or published any notice or advertisement relating to employment by MWC indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment; or

EXHIBIT C (page 2 of 3)

- (e) Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991; or
 - (f) Aid, abet, incite or coerce a person to engage in a discriminatory practice; or
 - (g) Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives; or
 - (h) Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991; or
 - (i) Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991.
- (4) MWC further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to MWC in the performance of this Contract.
- (5) Sanctions for Noncompliance - In the event MWC violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:
- (a) Withhold payments to MWC until MWC furnishes satisfactory evidence of compliance and correction of all violations; or
 - (b) Cancel, terminate or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
 - (c) All violations which are not corrected by MWC within such time as is specified by ACOG in its notice of violation, shall be reported to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- (6) Immediately upon notification of Contract award, MWC shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.

EXHIBIT C (page 3 of 3)

- (7) MWC hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties and responsibilities of said Commission.
- (8) MWC further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

EXHIBIT D (page 1 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES

POLICY STATEMENT

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.

EXHIBIT D (page 2 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S

BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

- (1) It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
 - (a) Including qualified small and minority business on solicitation lists.
 - (b) Assuring that small and minority businesses are solicited whenever they are potential sources.
 - (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - (d) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
 - (e) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
 - (f) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
- (2) Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
- (3) Grantees are encouraged to procure goods and services from labor surplus areas.
- (4) Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

EXHIBIT E

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of \$100,000, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

City Clerk, City of Midwest City



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 City Council

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

DATE : July 26th, 2016

SUBJECT : Discussion and consideration of accepting the maintenance bond from Red Rock Utility, L.L.C. in the amount of \$5,666.03 for the sanitary sewer line improvements installed in conjunction with Autumn Creek Villas, Phase II subdivision.

The one year maintenance bonds from Red Rock Utility, L.L.C. is for the sanitary sewer line improvements installed in conjunction with the new Autumn Creek Villas, Phase II subdivision.

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

GR33066

KNOW ALL BY THESE PRESENTS that we, Red Rock Utility, LLC, 2201 S. Santa Fe Ave., Oklahoma City, OK 73109 as Principal, and Granite Re, Inc., 14001 Quailbrook Dr., Oklahoma City, OK 73134 as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of *****
Five Thousand Six Hundred Sixty Six Thousand & 03/100*****dollars (\$ 5,666.03), such sum being not less than ten percent (10%) of the total contract price to construct or install

Sanitary Sewer Line - Autumn Creek Phase II (the "Improvement"), for a period of One (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Arzon Development dated the 19th day of October, 20 15, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed and delivered this 5th day of January, 20 16.

Red Rock Utility, LLC
Principal

ATTEST:

[Signature]
Secretary

By [Signature]
Granite Re, Inc.
Surety

ATTEST:

[Signature]
Witness Lisa Osborn

By [Signature]
Wendy Hollen - Attorney-in-Fact

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

City Attorney

Accepted by the city council of the City of Midwest City this _____ day of _____, 20 ____.

City Clerk

Mayor

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

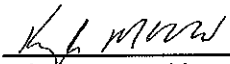
W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of April, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of April, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257




Notary Public

GRANITE RE, INC.
Certificate

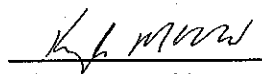
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

5th day of January, 2016.




Kyle P. McDonald, Secretary/Treasurer



REDRO-4

OP ID: HW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2016

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 Acrisure DBA: Frates Insurance Management 13439 Broadway Extension Oklahoma City, OK 73114 Frank K. Smith	Phone: 405-290-5600 Fax: 405-290-5701	CONTACT NAME: Heather Wolf PHONE (A/C, No, Ext): 405-290-5785 FAX (A/C, No): 405-775-5957 E-MAIL ADDRESS: Heather.Wolf@FratesInsurance.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Red Rock Utility, LLC 2201 S Santa Fe Avenue Oklahoma City, OK 73109	INSURER A: Continental Insurance Co.	NAIC # 35289
	INSURER B: Continental Casualty Company	20443
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

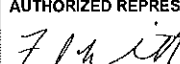
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			6017077988	04/21/2015	04/21/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			6017077974	04/21/2015	04/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6017077991	04/21/2015	04/21/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6017077960	04/21/2015	04/21/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			6017077988	04/21/2015	04/21/2016	Leasd/Ren 250,000
B	Installation			6017077988	04/21/2015	04/21/2016	Install 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITYM01 City of Midwest City 100 N. Midwest Blvd Midwest City, OK 74110-4327	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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SUBCONTRACTOR AGREEMENT

This legally binding agreement ("Subcontract") is made effective as of 10/19/15, between Arzon Development Company, LLC ("Contractor") of 1401 S Main St., Stillwater, OK 74074 and Red Rock Utility, LLC ("Subcontractor") of 22015 Santa Fe Ave, OKC, OK 73109 (address).

RECITALS

Contractor has entered into a contract dated 2012 ("Prime Contract") with the **Autumn Creek Villas LP** ("Owner") of 1401 S Main St., Stillwater, OK 74074. Under the Prime Contract, Contractor has agreed to provide all labor, materials, equipment, and services in connection with construction of 16 buildings and required infrastructure at approximately 9201 NE 16th St., Midwest City, Oklahoma, ("Project") and wishes to contract with Subcontractor for a portion of the construction services contemplated by the Prime Contract. Subcontractor is willing to provide such services.

AGREEMENT

Therefore, in consideration of the mutual promises contained in this Subcontract, the parties agree as follows:

1. Description of Services. Beginning on the effective date above, Subcontractor will provide the following services and/or materials (collectively, the "Services"): Installation of sanitary sewer services - quantities provided by DC

Subcontractor will complete the Services strictly in accordance with any applicable plans and specifications as prepared by Blackledge & Associates ("Architect") and as referenced in the Prime Contract. Services shall be timely completed in a workmanlike manner, meeting all local and state building codes, including the Uniform Building Code or other applicable local regulations. Subcontractor has previously reviewed plans and specifications for compliance with required code and is responsible for any variance.

2. Payment for Services. In exchange for the Services, Contractor will pay Subcontractor in progress payments the total subcontract sum of \$ 56,660.35 ("Sum").

- a. Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Owner/Architect, and certificates for payment approved by the Architect, the Contractor shall make progress payments on account of the above sum to the Subcontractor as provided below and elsewhere in the Subcontract. The period covered by each application for payment shall be one calendar month ending on the last day of the month.
- b. Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Services as of the end of the period covered by the application for payment and are subject to approval by Architect.

reasonable delays caused by such events, but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance.

8. Default. The occurrence of any of the following shall constitute a material default under this Subcontract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure of Subcontractor to deliver the Services in the time and manner provided for in this Subcontract and the construction schedule.

9. Remedies on Default. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Subcontract (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Subcontract if the default is not cured within 5 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

10. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, Subcontractor expressly acknowledges that Subcontractor is not an agent, employee or representative of Owner and covenants to represent itself accordingly.

11. Access, Signage Rights and Design Plans.

- a. During the term of this Subcontract, Subcontractor shall have at all times reasonable access to the construction site, and both Subcontractor and Contractor will take all reasonable steps necessary to coordinate the progress of construction with other subcontractors so that the Project can be completed in a timely manner.
- b. During the term of this Subcontract, Subcontractor may erect one temporary sign showing its name, service mark, trade name or other commercial name, identifying Subcontractor as performing services on the construction project. The sign must be appropriate in appearance, style and size, and must conform to all applicable federal, state and local laws and permit requirements.
- c. Contractor will make available to Subcontractor all plans, specifications, drawings, blueprints, and similar construction documents necessary for Subcontractor to provide the Services. Any such materials shall remain the property of Contractor. Subcontractor will promptly return all such materials to Contractor upon completion of the Services.

finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both parties.

21. Applicable Law. This Subcontract shall be governed by the laws of the State of Oklahoma.

22. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the other party, which consent shall not be unreasonably withheld.

23. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the parties and their respective heirs, representatives, successors and assigns.

SUBCONTRACTOR:

Red Rock Utility, LLC
a(n) _____
By: [Signature]
Title: President
Tax ID #: 46-3089813
Date: 10/19/15

GENERAL CONTRACTOR:

Arzon Development Co., LLC
a(n) Oklahoma limited liability company
For: Jim Rice, Managing Member
By: [Signature]
Linda Hamel, L&D Construction
Title: Construction Management Agent
Date: 10/19/15

CONTRACTOR/SUB-CONTRACTOR AGREEMENT

Special HOME Investment Partnerships Program Requirements

Project Name: Autumn Creek Phase II – 9201 NE 16th St, Midwest City, OK

The contractor, sub-contractor, or agent named below understands that funding for this construction project includes US Department of HUD funds provided through the HOME Investment Partnerships Program (HOME) as awarded and administered through the Oklahoma Housing Finance Agency (OHFA). As a requirement of HOME funding, the project owner and all employees, agents, and sub-contractors are required to meet special program requirements.

1. Compliance with Applicable Laws – All entities are required to read and be familiar with 24 CFR Parts 91 and 92 and the HOME Final Rule and to comply with those requirements.

2. 24 CFR Part 92, Subpart H, Other Federal Requirements – All entities agree as follows:

Non-discrimination and Equal Opportunity – No person shall be subject to discrimination on the basis of race, color, national origin, religion, or sex.

- a. Title VI of the Civil Rights Act of 1964, prohibiting discrimination
- b. Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act
- c. Executive Order 11063, as amended, implementing 24 CFR, Part 107
- d. Age Discrimination Act of 1975, implementing 24 CFR, Part 8
- e. Section 504 of the Rehabilitation Act of 1973, implementing 24 CFR, Part 8
- f. Executive Order 11246, prohibiting discrimination and requiring affirmative action in connection with federally assisted construction Written Agreements
- g. Section 3 of the Housing and Urban Development Act of 1968, requiring that, to the greatest extent possible, opportunities for training and employment be provided to lower-income persons in the project area

Environmental Review – All work is subject to the National Environmental Policy Act of 1969, as specified in 24 CFR, Part 58

Displacement, Relocation and Acquisition – Any existing residents will be treated in accordance with 24 CFR, Part 92.353

Labor Requirements –

- a. Davis-Bacon Act – Requires payment of prevailing wage in locality to workers in developments of 12 or more HOME assisted units. The project named above has nine (9) HOME assisted units and ~~IS~~ IS NOT subject to the Davis-Bacon wage requirements. If applicable, bidder packages include US Department of Labor Wage Determination List and statement that all sub-contractors must comply.
- b. Copeland (Anti-Kickback) Act – Requires weekly worker pay and limits permissible deductions for projects covered under Davis-Bacon Act.
- c. Written Agreement Work Hours and Safety Standards Act – Requires overtime compensation.
- d. Fair Labor Standards Act of 1938, as amended – Establishes basic minimum wage and requires payment of overtime at rate of at least time and a half

Lead-based Paint – All renovation work is subject to Title IV of the Lead-Based Paint Poisoning Prevention Act and contractors are responsible for applicable notification, testing, and abatement.

Appendix G – Subcontractor Certifications/Agreements

SUBCONTRACTOR CERTIFICATION
STORMWATER POLLUTION PREVENTION PLAN

Project Number: RR 2015-9
Project Title: Autumn Villas - Phase II
Operator(s): Rogelio Antuñero / Jose Calderon / Sergio Garcia

As a subcontractor, you are required to comply with the Stormwater Pollution Prevention Plan (SWPPP) for any work that you perform on-site. Any person or group who violates any condition of the SWPPP may be subject to substantial penalties or loss of contract. You are encouraged to advise each of your employees working on this project of the requirements of the SWPPP. A copy of the SWPPP is available for your review at the office trailer.

Each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement:

I certify under the penalty of law that I have read and understand the terms and conditions of the SWPPP for the above designated project and agree to follow the practices described in the SWPPP.

This certification is hereby signed in reference to the above named project:

Company: Red Rock Utility LLC
Address: 2201 S. Santa Fe
Telephone Number: 405-429-5257
Type of construction service to be provided: Installation of sanitary sewer services

Signature: J. C.
Title: Owner
Date: 10/19/15

ii) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles, and

iii) Subcontractor, sub-subcontractors, and Contractor and Owner shall be included as insureds on such policy(ies).

C. **Workers' Compensation and Employers' Liability:** Employers liability insurance limits of at least \$500,000 per accident for bodily injury by accident and \$500,000 per employee for injury by disease.

D. Subcontractor's indemnification shall not be limited by the amount or types of coverage listed above.

5. **Waiver Of Subrogation; Liens.** Subcontractor and Subcontractor's subcontractors shall obtain and include a waiver of subrogation endorsement on all of their respective insurance policies in favor of Contractor and Owner and all other Indemnitees for recovery of claims and/or damages to the extent these claims and/or damages are covered by either the commercial general liability, automobile liability and/or workers' compensation policy(ies) which are required to be maintained as set forth herein. Upon demand of Contractor, Subcontractor and his subcontractors shall present Contractor and Owner with a copy of such written waiver of subrogation endorsements on all such policies. Subcontractor (including subcontractor(s)) shall not permit or allow any mechanic's or any other lien, claim or order for the payment of money or otherwise to be filed against any personal property and/or real property owned, leased and/or managed by Owner due to any act and/or omission of Subcontractor or his subcontractor(s).

6. **Notification of Cancellation, Non-Renewal or Material Change In Coverage.** All policies set forth hereinabove which Subcontractor and his subcontractors are required to obtain and, at all times, maintain, shall be endorsed to provide that Contractor and Owner shall be notified at least thirty (30) days in advance of any cancellation, non-renewal or material change in coverage of any such policy(ies). Furthermore, subcontractors of Subcontractor shall, upon demand of Contractor, present Contractor with written evidence that subcontractors' policies of insurance have been endorsed so as to provide that subcontractors also "must notify" Contractor and Owner at least thirty (30) days in advance of any cancellation, non-renewal or material change in coverage of subcontractors' policies.

7. **Certificates of Insurance.** Subcontractor and his subcontractors shall provide Contractor and Owner with valid certificates of insurance prior to commencing Subcontractor's Work (including his subcontractors' work) verifying that the insurance requirements mandated herein have been met and satisfied. Furthermore, from time to time after the commencement of Subcontractor's Work (including his subcontractors' work), Subcontractor and his subcontractors shall provide Contractor and Owner with valid certificates of insurance and renewal certificates verifying that the insurance requirements mandated herein are being maintained and kept current throughout the period of work as required herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates set forth herein below.

Contractor:

Arzon Development Company, LLC

By: Linda Hamel
Linda Hamel, L&D Construction

For: Jim Rice, Managing Member

Date: 10/19/15

Subcontractor:

Red Rock Utility, LLC

By: [Signature]

Its: Owner

Date: 10/19/15

Insurance Contract

FRATES INSURANCE

RISK MANAGEMENT

January 6, 2016

Re: Proof of Continuous Insurance Coverage
Named Insured: Red Rock Utility, LLC

To Whom It May Concern:

This is to verify that all information on the Certificate of Insurance for Red Rock Utility, LLC is correct as of the above date. These policies have been in force since April 21, 2015, the term effective date, without a lapse in coverage.

If you have any questions or need additional information, please contact me.

Thank you,



Heather J. Wolf, CIC
Account Manager

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

PROJECT NAME: Autumn Creek Villas Phase 2

PROJECT LOCATION: 9201 NE 16th St

TYPE OF CONSTRUCTION: Driveway

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 56,660.35 less the City of Midwest City, Engineering Division Inspection Fees.

By Gonda Hamel
OWNER

Date: 3/24/2016

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 24 day of March, 2016, personally appeared Gonda Hamel, 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 her free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 07/13/19



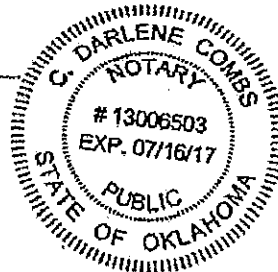
Martha N. Reddout
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

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

By J. Co
CONTRACTOR

STATE OF Oklahoma
COUNTY OF Oklahoma)ss.



Date: 3/21/16

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 21 day of March, 2016, personally appeared Jose Calderon, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 7/16/17

C. Darlene Combs
NOTARY PUBLIC



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: July 26th, 2016

Subject: Discussion and consideration of dedicating a permanent Easement to Oklahoma Gas and Electric Company to provide the necessary electric service for the CNG Station located at the Public Works Administration complex at 8730 S.E. 15th Street in the Northeast Quarter of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This easement allows for the electrical infrastructure installation needed for the proposed CNG Station being constructed at Midwest City's Public Works Administration complex. One side of the easement is located on PWA (City) property and the other is on Charles J. Johnson Building property which is owned by the Midwest City Municipal Authority.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
TIMOTHY J. BAILEY, M/C WNM-12
PO BOX 321
OKLAHOMA CITY OK 73101-0321

EASEMENT

Work Order #7368884

KNOW ALL MEN BY THESE PRESENTS: THAT THE CITY OF MIDWEST CITY, OKLAHOMA, a municipal corporation, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, construct, operate, maintain, and reconstruct underground and/or above ground a system of poles, wires, anchors, guy wires, conduits, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation.

The real property covered by this easement is situated in Oklahoma County, State of Oklahoma, and is described as follows:

A part of the NE/4, SECTION 11, T11N, R2W, I.M., being a part of a tract described in a deed recorded in Book 4101, Pages 867-868 at the County Clerk, as described in Exhibit "A" and shown on Exhibit "B", attached hereto and hereby made a part of this easement.

Grantor further covenants and agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (1991) Section 142.1, et. seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim and keep trimmed any trees and foliage on Grantor's property immediately adjacent to the easement granted herein, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Approved this _____ day of July, 2016.

City of Midwest City, Oklahoma, a Municipal Corporation

ATTEST: _____
Sara Hancock, City Clerk

By: _____
Matt Dukes, Mayor

✓ City Seal

By: _____
Katherine Bolles, City Attorney

CITY ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of July, 2016, personally appeared Matt Dukes, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Mayor for the City of Midwest City, Oklahoma, a Municipal Corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed of such city, for the uses and purposes therein set forth.

My Commission Expires: _____
Commission # _____

Notary Public

EXHIBIT "A"

To that certain easement from the City of Midwest City, Oklahoma, a municipal corporation, to Oklahoma Gas and Electric Company.

An Easement in the **NORTHEAST QUARTER (NE1/4) OF SECTION ELEVEN (11), TOWNSHIP ELEVEN (11) NORTH, RANGE TWO (2) WEST** of the Indian Meridian, Oklahoma County, Oklahoma, written by Timothy G. Pollard, PLS 1474, on June 07, 2016, using a Deed Bearing of S89°15'45"W, between existing monument at the Northeast and Northwest Corners of said NE1/4, as a Basis of Bearing and as shown on the attached Easement Sketch, said easement further described as being Five (5) feet in width, Two and One Half (2.50) feet each side of a centerline described as:

COMMENCING at the Northeast corner of said NE1/4;

Thence S89°14'45"W, on the North line of said NE1/4, for a distance of 1529.55 feet;

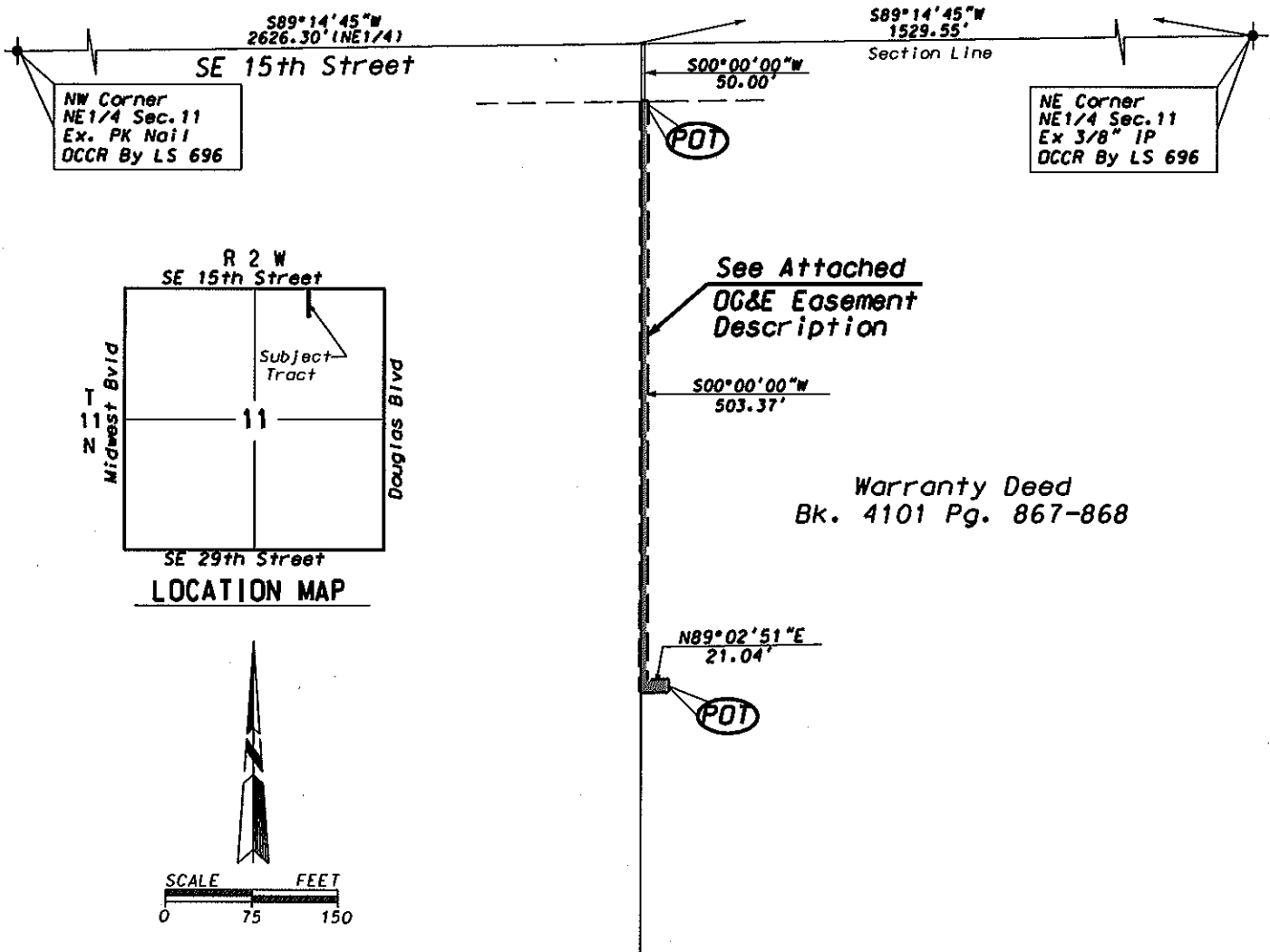
Thence S00°00'00"W for a distance of 50.00 feet to the **POINT OF BEGINNING**, said point being Two and One Half (2.50) feet East of the West line of a tract of land as described by Warranty Deed recorded in Book 4101 at Pages 867-868 in the Oklahoma County Clerk's records.

Thence S00°00'00"W and parallel to the West line of said tract, on said centerline, for a distance of 503.37 feet to a point **where said easement becomes Ten (10) feet in width, Five (5.00) feet each side of a centerline continuing;**

Thence N89°02'51"E, on said centerline, for a distance of 21.04 feet to the **POINT OF TERMINATION**.

EXHIBIT "B"

EASEMENT SKETCH



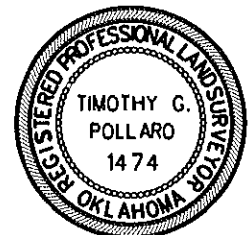
Note: Bearings Are Based On S89°14'45"W Between Existing Monuments at the Northwest and Northeast Corner of the NE1/4 of Section 11, T11N, R2W, I.M.

(●) - Indicates Existing PK Nail Or Monument as Noted.

(OCCR) - Indicates Oklahoma Certified Corner Record On File With the Oklahoma Department of Libraries, Archives Division.

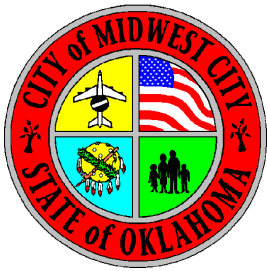
I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.

Timothy G. Pollard
 Timothy G. Pollard, PLS 1474
 Dated: June 07, 2016



OKLAHOMA GAS AND ELECTRIC COMPANY

POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CA#2385 EXP 06-30-17 405-366-0001	OG&E EASEMENT SKETCH WO# 7368884 PART OF NE1/4 OF SEC. 11, T11N, R2W, IM OKLAHOMA COUNTY, OKLAHOMA	REVISIONS:
DRAWN BY: T. POLLARD DATE: June 07, 2016	FILE #: 11-11n2w.ASC DATE: June 06, 2016	SCALE: 1" = 150'
APPROVED BY: O. MEEKS DATE: June 07, 2016	DRWG #: 11-11n2w.DGN DATE: June 07, 2016	SHEET 1 OF 1



CITY OF MIDWEST CITY

City Attorney's Office

Katherine Bolles, City Attorney

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Katherine Bolles, City Attorney

DATE: July 20, 2016

RE: Discussion and consideration of confirming the Mayor's reappointment of Senator Dave Herbert and Russell Smith to continue to serve as Midwest City Urban Renewal Authority commissioners for additional three-year terms.

The current Urban Renewal Authority commissioners and their terms are:

Senator Dave Herbert (Chairman)

Appointed: 09/14/04

Reappointed: 07/13/10

Term expires: 07/31/16

Steve Parrott

Appointed: 07/13/10

Reappointed: 07/26/11

Term expires: 07/31/17

Carol Judd

Appointed: 06/24/08

Reappointed: 07/14/09

Term expires: 07/31/18

Eddie O. Reed

Appointed: 07/25/06

Reappointed: 07/14/09

Term expires: 07/31/18

Russell Smith

Appointed: 08/13/13

Term expires: 07/31/16

Senator Herbert and Mr. Smith have indicated that they are willing to serve additional terms as Urban Renewal Authority commissioners. Action is at the discretion of the Council.

KATHERINE BOLLES

City Attorney

100 N Midwest Boulevard Midwest City Oklahoma 73110

(405) 739-1203 FAX (405) 869-8676 TDD (405) 739-1359

E-mail: KBolles@MidwestCityOK.org

An Equal Opportunity Employer

MEMORANDUM

TO: Honorable Mayor and City Council

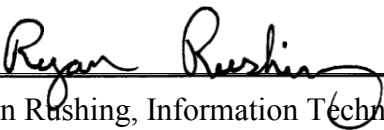
FROM: Ryan Rushing, Information Technology Director

DATE: July 26, 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



Ryan Rushing, Information Technology Director

		CPU	
	MIS#	MANUFACTOR	SERIAL NUMBERS
	533	Dell Vostro 533	CTGSQG1
	582	Dell Optiplex 960	3R16PJ1
	689	Dell Optiplex 380	6DQ5LM1
	641	Dell Optiplex 380	87TSQL1
	580	Precision T7400	FCNRJH1
		MONITORS	
	MIS #	MANUFACTURE	SERIAL NUMBERS
	N/A	Dell	CN-OKU311-64180-838-01AL
		MISCELLANEOUS	
Quantity	MIS #	Hardware Type	Serial Number
5		Boxes of Miscellaneous	
1		Power Station 2 PS218	SWX-LS2T
1		Linksys Internet Phone Adaptor	FL100K2088289
1		Linksys Wireless Router	CL7B1G830599
1		Dictator Phone	687531
1		Transtector	TR0401000000544
2		AT&T 2-Line Speaker Phone	
5		Computer Keyboards	
1		Power Strip	
1		Ensplash Kit	
1		Lucent 7400 Data Module	
1		D1 Power Supply	



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: July 26, 2016

Subject: (PC –1873) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a church (low impact institutional; neighborhood related) in the R-6, Single Family Detached Residential, district for the properties described as a part of the NE/4 of Section 10 T-11-N R-2-W, located at 1114 N. Myrtle Drive.

Dates of Hearing: Planning Commission – July 5, 2016
City Council – July 26, 2016

Applicant: Isaac Hines – Mass Architects, Inc.

Owner: The Most Reverend, Archbishop Paul S. Coakley, S.T.C., D.D.

Proposed Use: Church facility

Size:

The area of request has a frontage of approximately 43.63 ft. along E. Myrtle Drive and contains an area of approximately .2198 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – SFD – Single Family Detached

North, South East and West – SFD – Single Family Detached

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential

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

South and East – R-6, Single Family Detached Residential with a Special Use Permit for a church

Land Use:

Area of Request – single family residence
North and East – single family residences
East – Church and associated buildings

Comprehensive Plan Citation:

Single-Family Detached (SFD) Land Use

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

Municipal Code Citation:

2.7 R-6, Single-Family Detached Residential District

2.7.1 General Description

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA).

Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

7.6 Special Use Permit

7.6.1 General Description and Authorization

The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

A. Consideration for compatibility

With consideration given to setting, physical features, compatibility with surrounding land uses, traffic and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

B. Review and approval

The Planning Commission shall review each case on its own merit, apply the criteria established herein and recommend either approval or denial of the special use permit to the City Council.

Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

C. Use identified by individual zoning district

If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval

A. Special use permit criteria

The City Council shall use the following criteria to evaluate a special use permit:

- (1) Whether the proposed use shall be in harmony with the policies of the Comprehensive Plan.
- (2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- (3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

B. Specific conditions

The City Council may impose specific conditions regarding location, design, operation and screening to assure safety, to prevent a nuisance and to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

History:

1. The area of request has been zoned R-6, Single Family Residential since the adoption of the 1968 Zoning Atlas.
2. July 5, 2016 – The Planning Commission recommended approval of this request.

Staff Comments:

Engineering:

Note: This application is a request to grant a SUP for a property that meets current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A six (6) inch public water main is located on the west side of North Myrtle Lane in the street right-of-way adjacent to the west side of the area of request.

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

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated utility easement located along the east side of the area of request.

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

Connection to the public sanitary sewer system for service is a building permit requirement per Municipal Code 43-109 for any new building applications.

Streets and Sidewalks

Access to the area of request is available from North Myrtle Lane. North Myrtle Lane is classified as a local road in the 2008 Comprehensive Plan. North Myrtle Lane is a two (2) lane, 26-foot wide, 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, North Myrtle Lane has fifty (50) feet of right-of-way adjacent to and parallel to the west side of the area of request.

Street improvements are not required with this application.

Sidewalk is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the west to the east. Currently, the area of request is developed with a residence. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage improvements are not required with this application.

Detention improvements are not required with this application.

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

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

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

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application.

Fire Department Comments:

The fire department has reviewed the request for a Special Use Permit for a church. Any future development of the site must meet the requirements of Chapter 15 of the Midwest City Code.

Plan Review Comments:

Staff was contacted by a representative from St. Phillip Neri in May of 2016 regarding the rezoning request for development of a church facility associated with the existing church abutting the area of request to the east. In November of 2014, four residential properties to the south of the area of request were granted a Special Use Permit for a church building. The residential structures that formerly occupied those lots have been demolished and there is currently an active building permit for a building associated with St. Phillip Neri.

The structure on this lot has already been demolished. The city has record of an approved demolition permit.

Staff has spoken to the applicant regarding the intentions for this lot. The applicant stated that the church intends to use the area of request to expand the play area for the children attending the church/school. No structures are proposed on this lot. Staff recommends that no parking be allowed on E. Myrtle Drive and that no new access points from E. Myrtle Ln. or N. Myrtle Ln. be allowed.

Site-proof screening will be required along the west of the area of request where abutting a residentially zoned property.

The new gymnasium facility for St. Philip Neri is currently under construction. Staff has received numerous calls from neighbors regarding the construction trucks parking on and using both North and East Myrtle Lanes for access. Staff recommends that construction traffic to the site be limited to Felix Pl.

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance. Below are staff's opinions as to how this application meets or does not meet the required criteria:

1. The use of play area for children is in harmony with the Comprehensive Plan.
2. The proposed use is in harmony with the general purpose and intent of the residential zoning district. Churches are allowed in residential districts with a Special Use Permit to do their low impact on the surrounding properties.
3. The proposed use is not likely to adversely affect the neighboring properties. The play area will only be accessed during the regular hours that church/school are in session.
4. Staff does not believe that the proposed use will generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood as access from East and North Myrtle Lanes will not be permitted.
5. Any necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

Staff would recommend that no signage be permitted on the area of request.

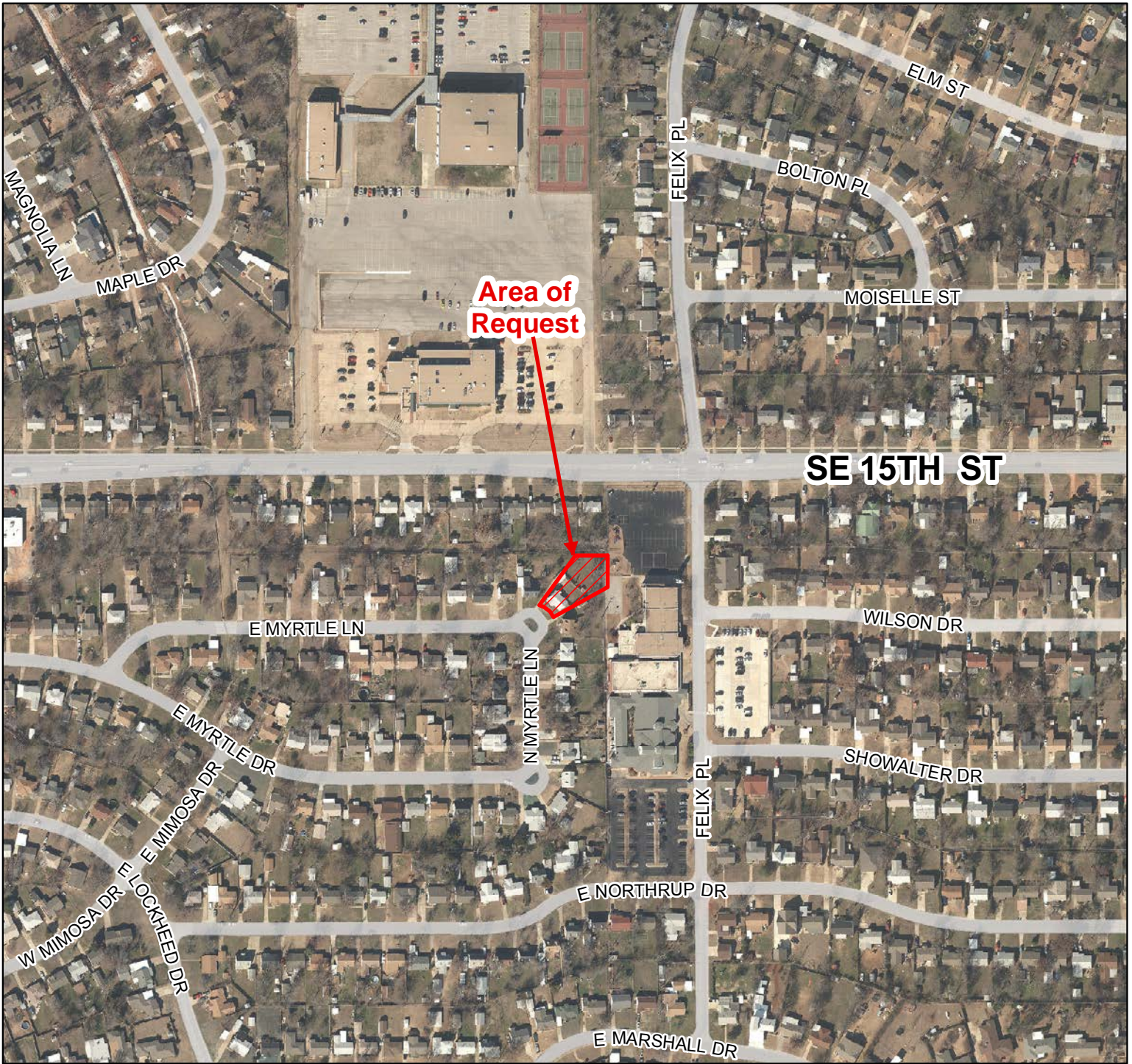
As of this writing, staff has not received any voiced or written concerns and/or protest regarding this matter. Staff does recommend approval of this request subject to all staff comments.

Action Required: Approve or reject the resolution for a Special Use Permit subject to staff comments as found in the July 5, 2016 agenda package and made a part of PC-1873 file.

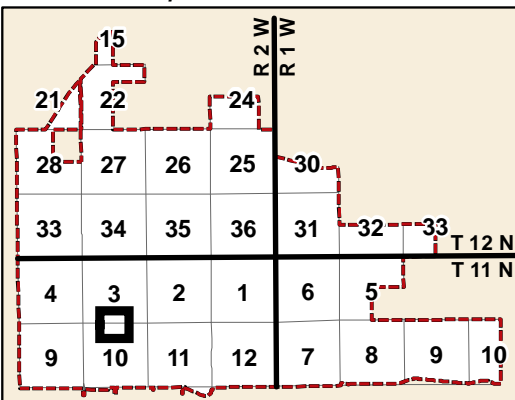


Billy Harless, AICP
Community Development Director

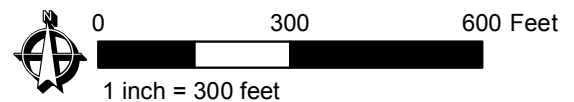
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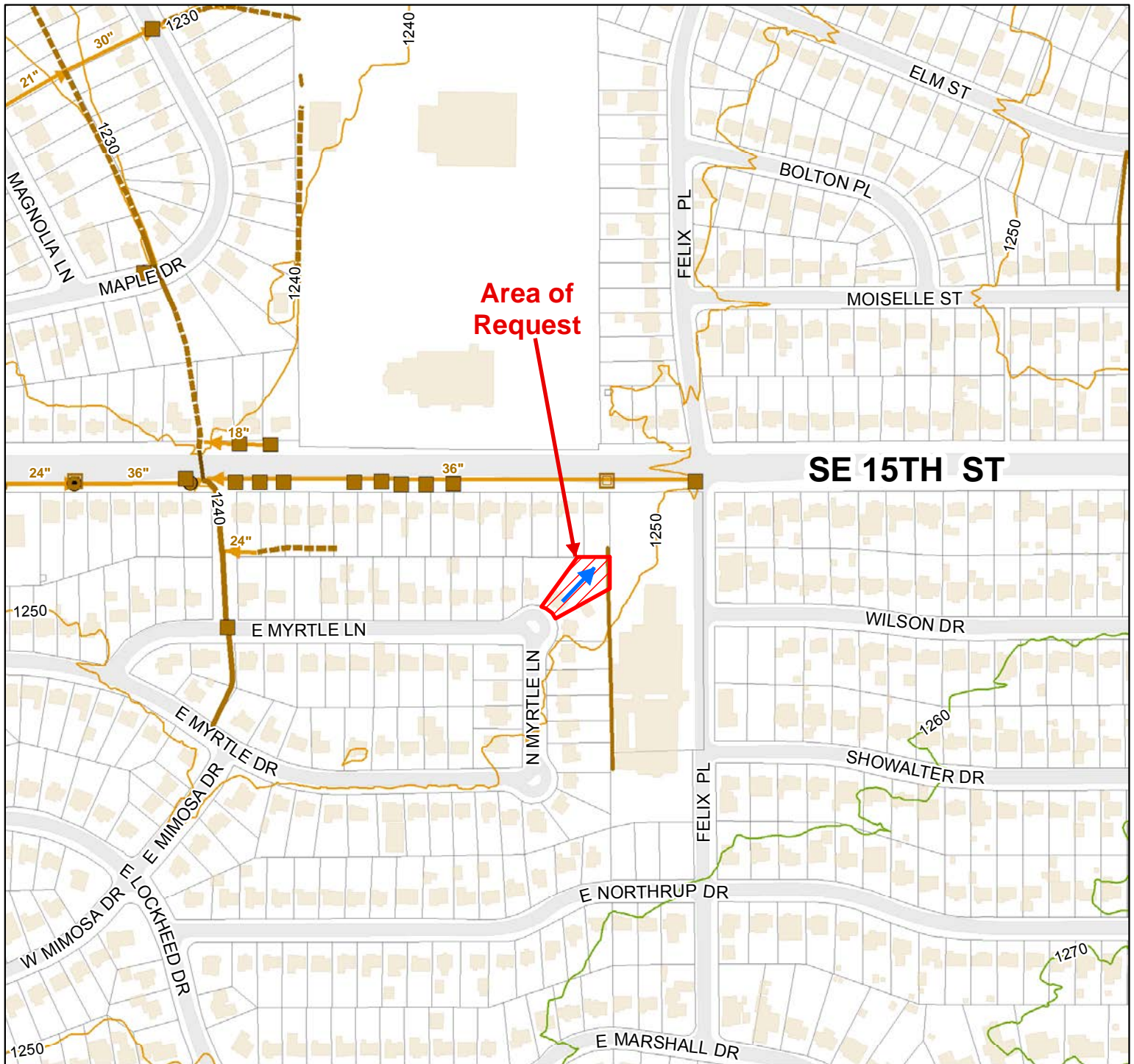
Locator Map



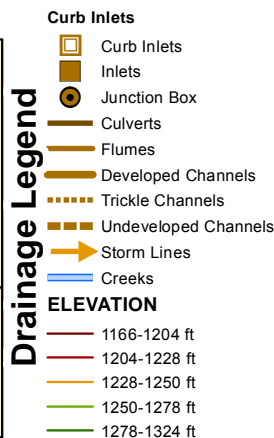
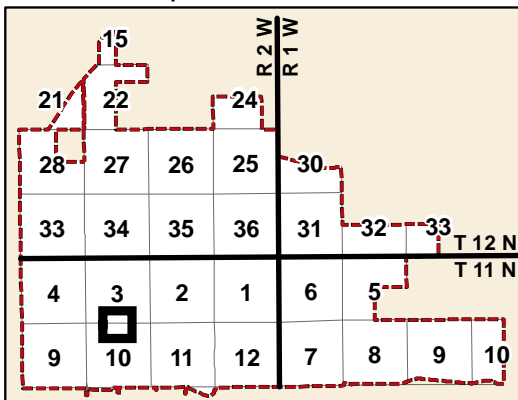
2015 DOP (AERIAL) VIEW FOR PC-1873 (NW/4, Sec. 10, T11N, R2W)



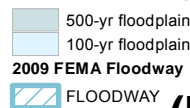
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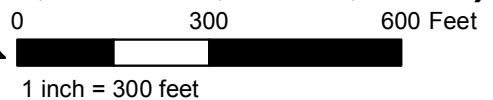
Locator Map



2009 FEMA Floodplains



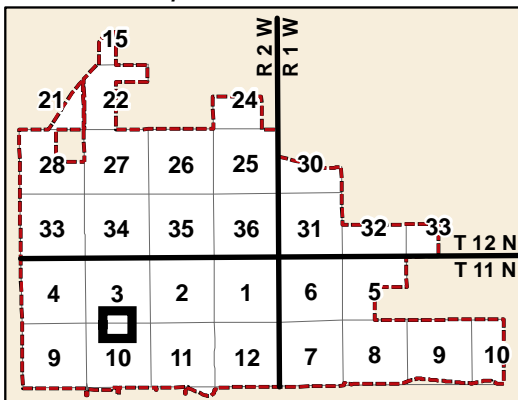
DRAINAGE LOCATION MAP FOR PC-1873 (NW/4, Sec. 10, T11N, R2W)



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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

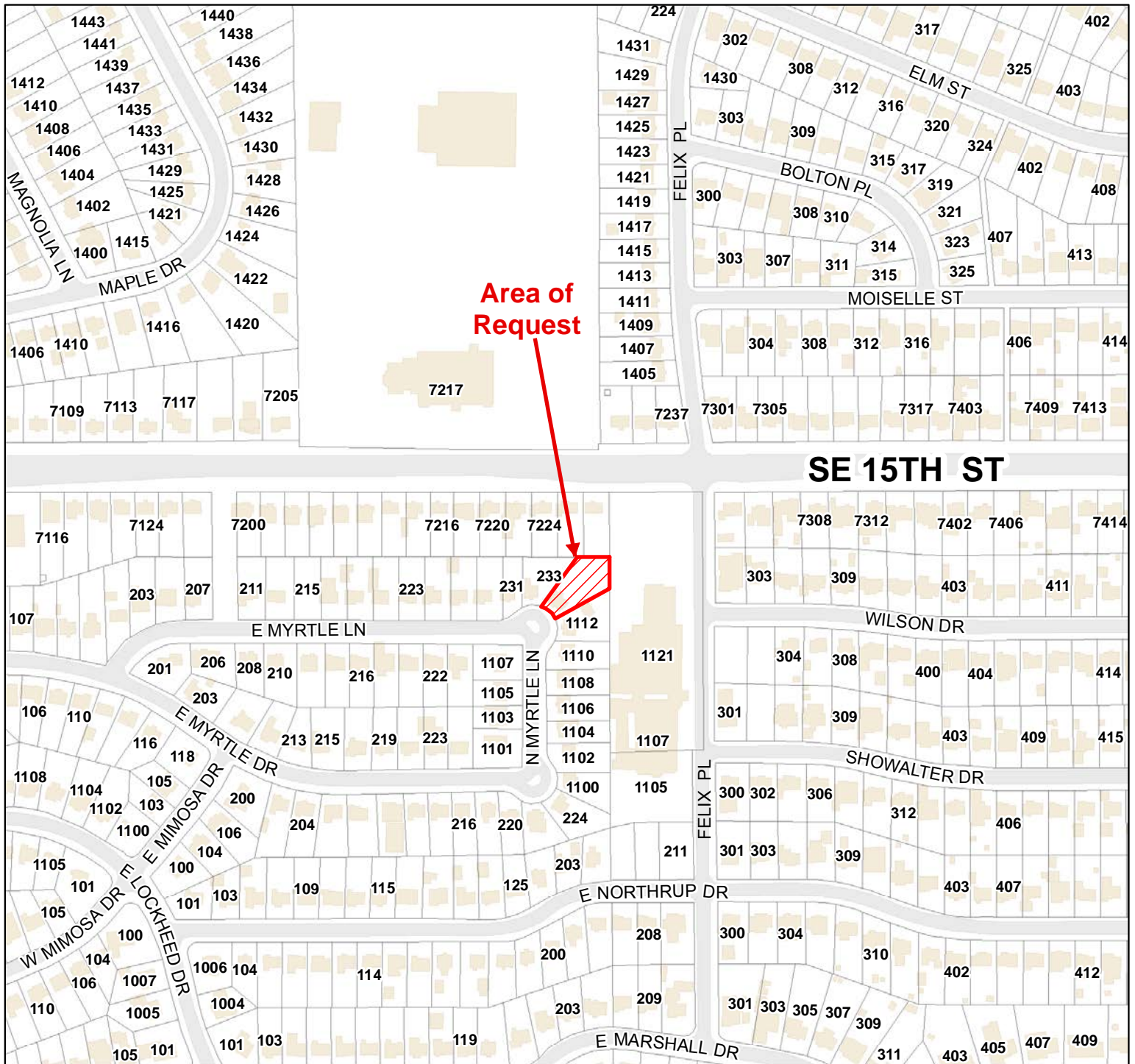
FUTURE LAND USE MAP FOR PC-1873 (NW/4, Sec. 10, T11N, R2W)



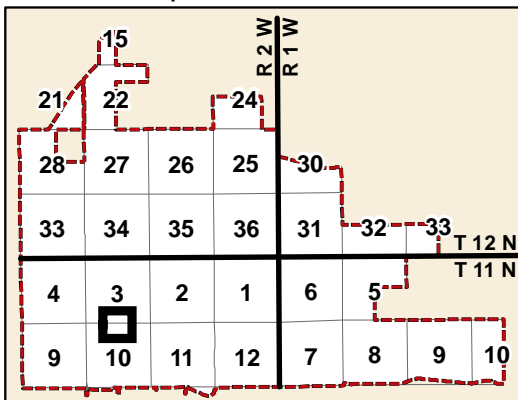
0 300 600 Feet

1 inch = 300 feet






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Locator Map



General Map Legend

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

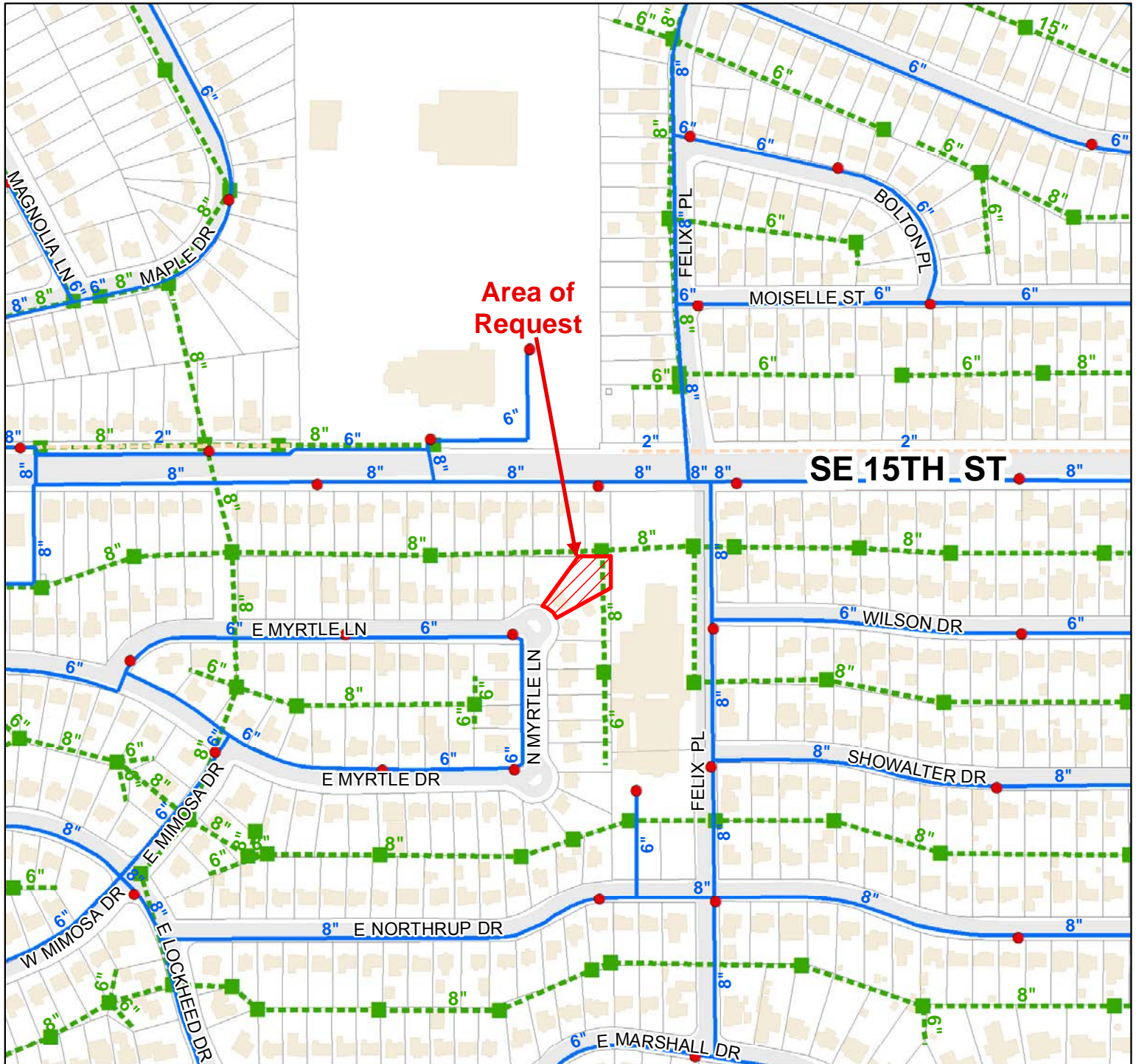
**GENERAL MAP FOR
PC-1873
(NW/4, Sec. 10, T11N, R2W)**



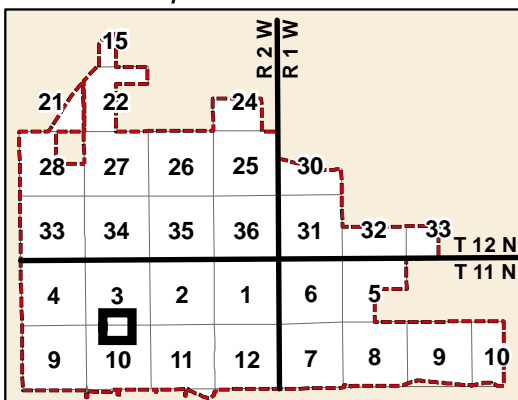
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Locator Map



Water/Sewer Legend

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

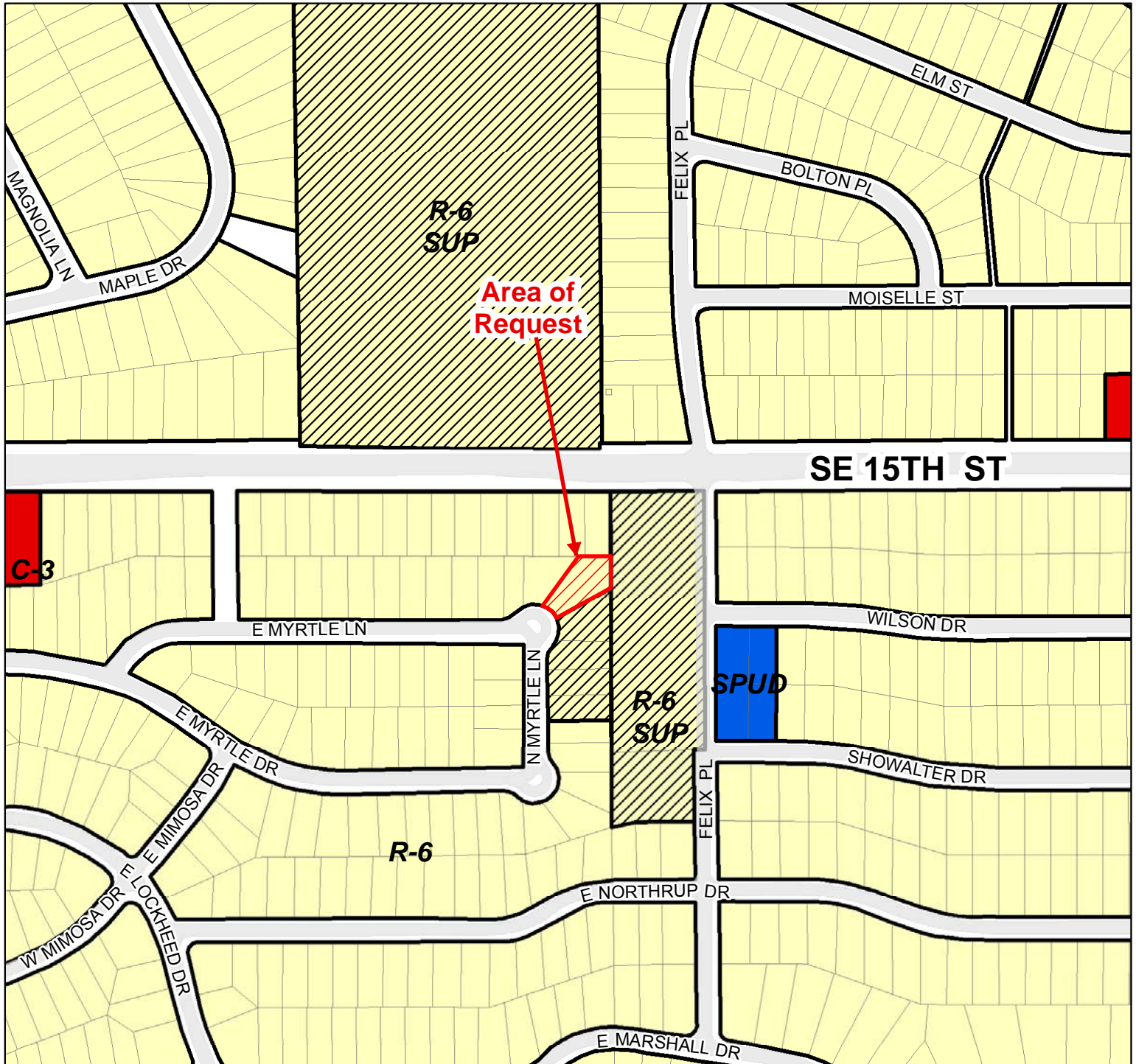
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1873
(NW/4, Sec. 10, T11N, R2W)**



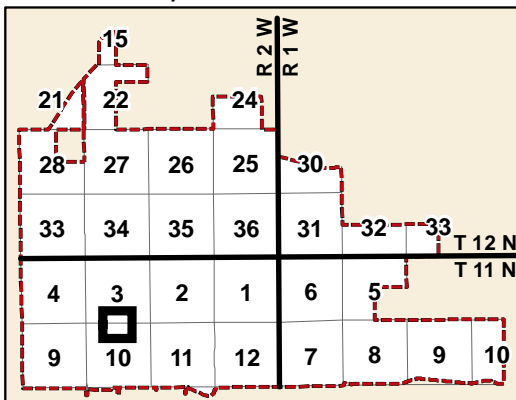
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Locator Map



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-1873 (NW/4, Sec. 10, T11N, R2W)



0 300 600 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
COMPREHENSIVE PLANNING
Anais Starr, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: July 26, 2016

Subject: (PC – 1874) Discussion and consideration of approval of the Replat of Lot1 Block 8 of The Orchard Addition, described as a part of the NW/4 of Section 12, T11N, R2W.

Dates of Hearing: Planning Commission – July 5, 2016
City Council – July 26, 2016

Owner: 2300 S. Douglas LLC

Representative: Cory Jenkins

Proposed Use: two (2) lots for office use

Size:

The area of request has a frontage along S. Douglas Blvd. of approximately 284.97ft, and frontage along Orchard Blvd. of approximately 235 ft. containing an area of approximately 1.84 acres.

Development Proposed by Comprehensive Plan:

Area of Request – OR, Office Retail

North – OR, Office Retail

South and West – COMM, Commercial

East – HDR, High Density Residential

Zoning Districts:

Area of Request – PUD, Planned Unit Development

North, South and East– PUD, Planned Unit Development

West – PUD, Planned Unit Development and I-2, Moderate Industrial

Land Use:

Area of Request – one medical office

North – bank

South – car wash

West – vacant

East – multi-family apartments

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:

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 was rezoned to a Planned Unit Development in January of 1984.
2. The Final Plat of The Orchard was approved in March of 1984.
3. This item was pulled from the April 2016 Planning Commission and City Council agendas at the request of the applicant.
4. July 5, 2016 – The Planning Commission recommended approval of this item.

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 Orchard Blvd. in the street right-of-way adjacent to the north side of the area of request.

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

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in an existing dedicated public utility easement adjacent and parallel to the east side of the area of request. The replat will isolate the west tract from public sewer access and creates the necessity to extend public sewer to service this west tract.

The applicant proposes to construct an eight (8) inch public sewer line extension 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. **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 the filing the re-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

Access to the area of request is available from Orchard Blvd. with additional frontage along Douglas Boulevard, however, there is no curbcut existing or proposed along Douglas Boulevard. 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. Orchard Blvd. is classified as a collector road in the 2008 Comprehensive Plan. Orchard Blvd. is a two (2) lane, 32-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of sixty feet (60) adjacent to the area of request and presently, Orchard Blvd. has sixty (60) feet of right-of-way adjacent to and parallel to the north side of the area of request.

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

Street improvements are not required with this application.

A sidewalk extension is required along the full frontage of the area of request adjacent to Orchard Blvd. **Section 38-21 in the Subdivision Regulations requires the sidewalk extension associated with this application be constructed and accepted by the city prior to the filing the re-plat.**

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the north east to the south west. Currently, the area of request is developed with an office building. 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.

All permits submitted and improvements constructed in the area of request must meet the FEMA floodplain development requirements set forth in Municipal Code Chapter 13-69 for all lots.

Drainage and detention improvements are not required with this application.

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

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

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

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 Lot 1, Block 8 of The Orchard Addition. Building construction must follow the IFC and Chapter 15 of the Municipal Code at the time of permitting.

Staff Comments:

The Replat of Lot 1, Block 8 of The Orchard Addition will allow the owner to divide the existing lot into two lots. The owner plans to build a medical office on the newly created lot. Cross-access between the two proposed lots will be required.

As noted earlier in this report, under the 2012 Subdivision Regulations existing plats may be reconfigured and a new lot created utilizing the replatting process.

Since this replat meets the subdivision regulations, staff recommends approval of the Replat of Lot 1 Block 8 of The Orchard Addition subject to these comments.

Action Required: Approve or reject the Replat of Lot 1, Block 8 of The Orchard Addition located on the property as noted herein, subject to the staff comments and found in the July 26, 2016 agenda packet and made a part of PC-1874 file.

A handwritten signature in black ink, appearing to read "Billy Harless".

Billy Harless, AICP
Community Development Director

KG

OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That _____, an OKLAHOMA LIMITED LIABILITY COMPANY, hereby certifies that it is the owner of and the only persons, firm or corporation having any right, title, or interest in and to the land shown on the annexed plat of THE ORCHARD ADDITION, an addition to the City of Midwest City, being a part of the West Half (W/2), Section 12, Township 11 North, Range 2 West of the Indian Meridian in Oklahoma County, Oklahoma. That it has caused the same to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, which said annexed plat, represents a correct survey of all property included therein under the name of THE ORCHARD ADDITION an addition to the City of Midwest City, Oklahoma County, Oklahoma.

The undersigned does hereby further certify that it is the owner of the land and the only company, corporation, partnership, person or entity having any right, title or interest in and to the land included in said annexed plat, except as set forth in the Bonded Abstractor's Certificate, and does hereby dedicate all streets and easements as shown on said annexed plat to the public for use as public streets, and drainage and utility easements for their heirs, executors, administrators, successors, and assigns forever and shall cause the same to be released from all encumbrances so that title is clear. All common areas and private drainage easements including channels and detention ponds are the responsibility of the Homeowner's Association to maintain.

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

In witness whereof the undersigned has caused this instrument to be executed on this ____ day of _____, 2014.

L.L.C.
an OKLAHOMA LIMITED LIABILITY COMPANY

MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2016, personally appeared _____ to me known _____, L.L.C., and duly acknowledged to me that he executed the same as the free and voluntary act and deed of himself and as the free and voluntary act and deed of said corporation.

My Commission Expires:

Notary Public

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Oklahoma County and the State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of THE ORCHARD ADDITION, an addition to the City of Midwest City, Oklahoma, is vested in _____, L.L.C., an OKLAHOMA LIMITED LIABILITY COMPANY, and on the ____ day of _____, 2016, there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county and state against said land or owners thereof, that the taxes are paid for the year of 2016 and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages of record.

ATTEST

In witness whereof, said Bonded Abstractor has caused this instrument to be executed this ____ day of _____, 2016.

FIRST AMERICAN TITLE & TRUST

By: _____
Assistant Secretary

By: _____
Vice President

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2016, personally appeared _____ to me known to be the identical person who executed as Vice President the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

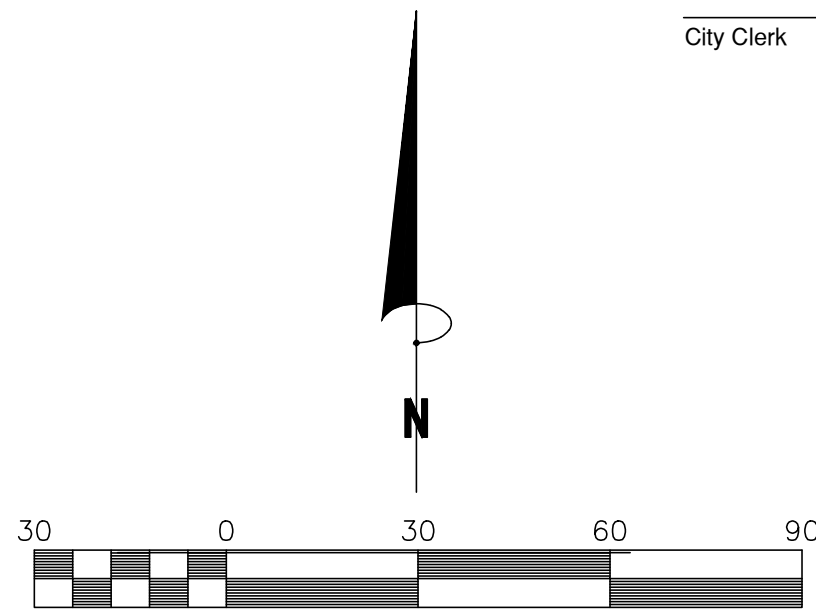
Notary Public

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmaturred installments upon special assessments have been paid in full and that there are no special assessment procedures now pending against the land shown on the re-plat of LOT 1, BLOCK 8 THE ORCHARD ADDITION, an addition to the City of Midwest City, Oklahoma.

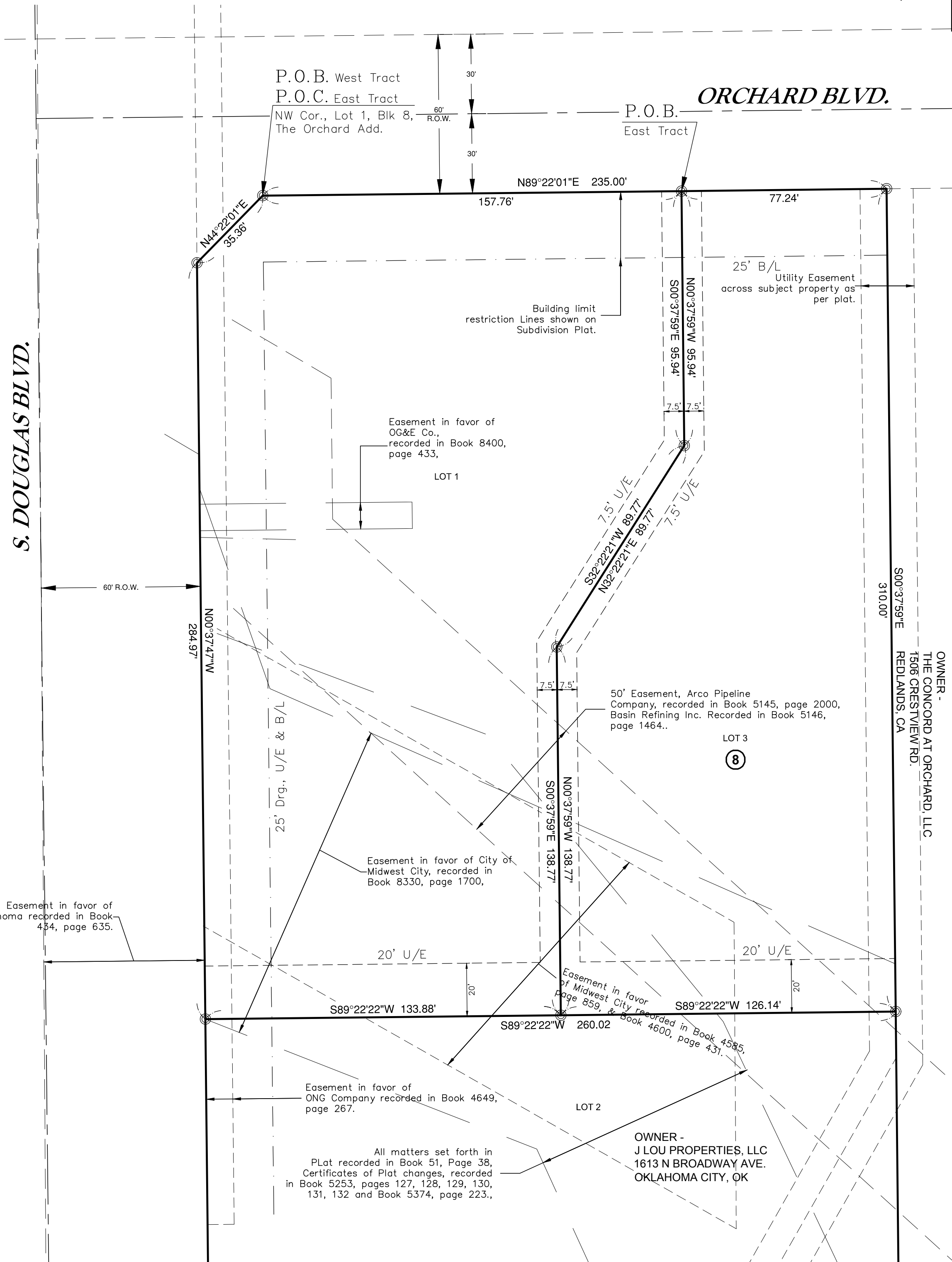
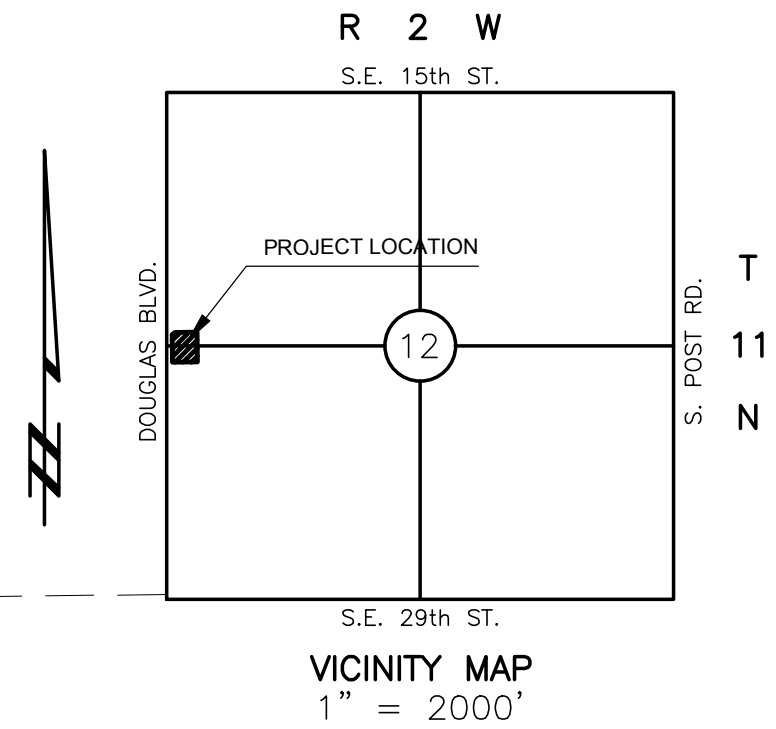
Signed by the City Clerk on this ____ day _____, 2016.

City Clerk



THE ORCHARD ADDITION

A REPLAT OF LOT 1, BLOCK 8
OF THE ORCHARD ADDITION TO
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, _____, do hereby certify that I am by Profession a Land Surveyor, and the re-plat of THE ORCHARD ADDITION, an addition to the City of Midwest City, Oklahoma, consisting of two (1) sheet, represents a survey made under my supervision on the ____ day of _____, 2016.

I further certify that said re-plat complies with Requirements of Senate Bill 377, Section 518 as amended and that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

PLS # ____

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 2016, personally appeared _____ to me known _____, and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

Notary Public

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and sworn County Treasurer of Oklahoma County, Oklahoma, that the tax records of said county show that all taxes for the year 2016 and prior years are paid on the annexed plat of THE ORCHARD ADDITION, an addition to the City of Midwest City, Oklahoma, and that the required statutory security has been deposited in the offices of the County Treasurer guaranteeing payment for the current year's taxes.

In witness whereof said County Treasurer has caused this instrument to be executed this ____ day of _____, 2016.

County Treasurer

CERTIFICATE OF PLANNING COMMISSION

I, _____, Director of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission duly approved the re-plat of Lot 1, Block 8 of the Orchard Addition, an addition to the City of Midwest City, Oklahoma at a meeting on the ____ day of _____, 2016.

Director

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the Council of the City of Midwest City, that the re-plat of THE ORCHARD ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma, is hereby approved and the dedications shown hereon are hereby approved and accepted.

ADOPTED by the Council of the City of Midwest City, this ____ day of _____, 2016.

APPROVED by the Mayor of the City of Midwest City, this ____ day of _____, 2016.

ATTEST

City Clerk

Mayor

Legal Description of the Replat of Lot 1, Block 8 of the Orchard Addition:

A tract or parcel of land lying in the Northwest Quarter (NW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West, Oklahoma County, Oklahoma, being more particularly described as follows:

WEST TRACT

Beginning at the Northwest Corner of Lot One (1), Block Eight (8) of the ORCHARD ADDITION; Thence North 89°22'01" East a distance of 157.76 feet; Thence South 00°37'59" East a distance of 95.94 feet; Thence South 32°22'21" West a distance of 89.77 feet; Thence South 00°37'59" East a distance of 138.77 feet; Thence South 89°22'22" West a distance of 133.88 feet; Thence North 00°37'47" West a distance of 284.97 feet; Thence North 44°22'01" East a distance of 35.36 feet to the Point or Place of Beginning. Containing 47,716.509 Square Feet or 1.095 Acres, more or less.

EAST TRACT

Commencing at the Northwest Corner of Lot One (1), Block Eight (8) of the ORCHARD ADDITION; Thence North 89°22'01" East a distance of 157.76 feet to the Point or Place of Beginning; Thence North 89°22'01" East a distance of 77.24 feet; Thence South 00°37'59" East a distance of 310.00 feet; Thence South 89°22'22" West a distance of 126.14 feet; Thence North 00°37'59" West a distance of 138.77 feet; Thence North 32°22'21" East a distance of 89.77 feet; Thence North 00°37'59" West a distance of 95.94 feet to the Point or Place of Beginning. Containing 32,570.868 Square Feet or 0.747 Acres, more or less.

OWNER'S
NOTARY

CITY
CLERK

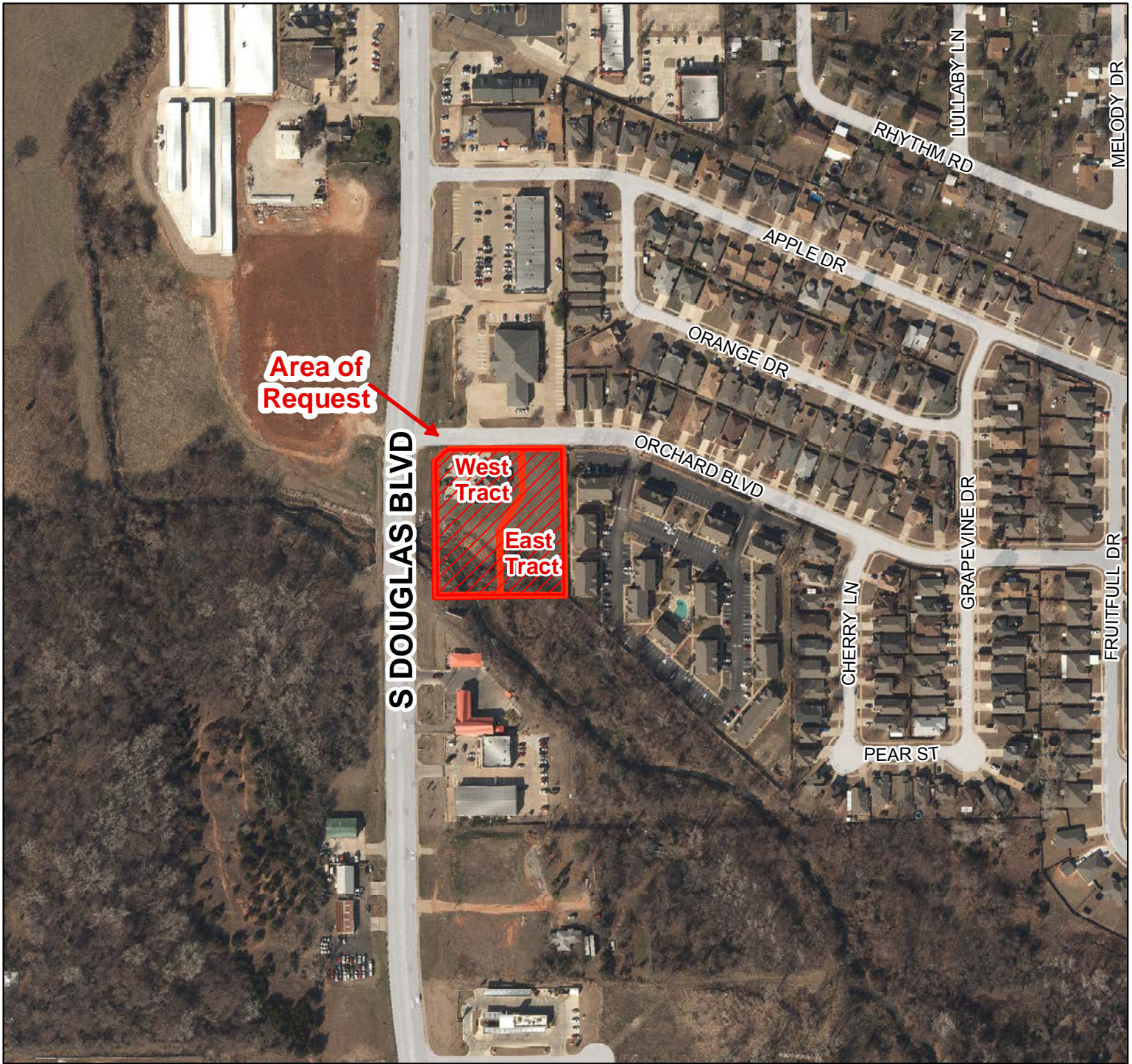
COUNTY
TREASURER

SURVEYOR

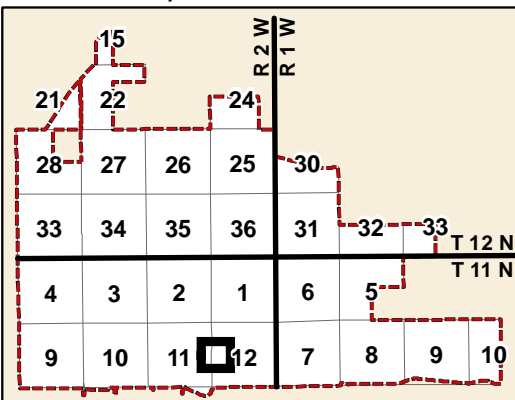
SURVEYOR'S
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ABSTRACTOR

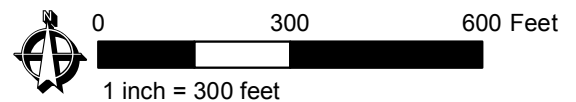
ABSTRACTOR'S
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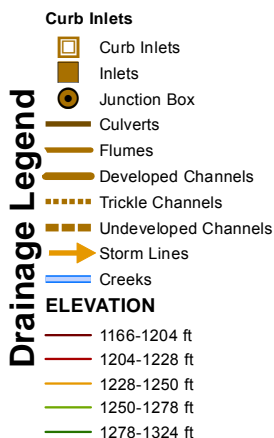
Locator Map






2015 DOP (AERIAL) VIEW FOR PC-1874 (W/2, Sec. 12, T11N, R2W)

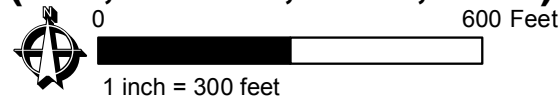


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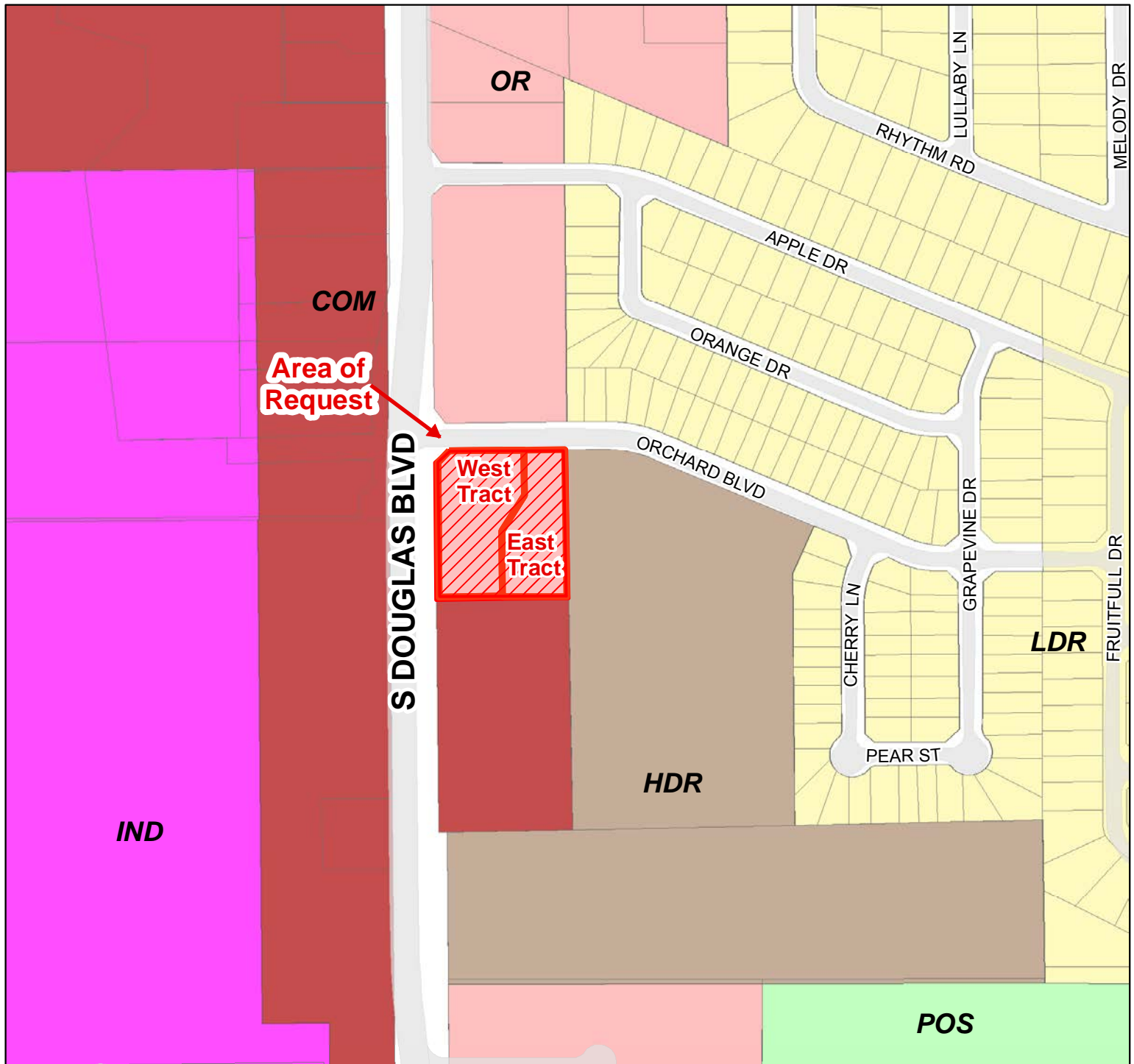


 500-yr floodplain
 100-yr floodplain
2009 FEMA Floodway
 FLOODWAY

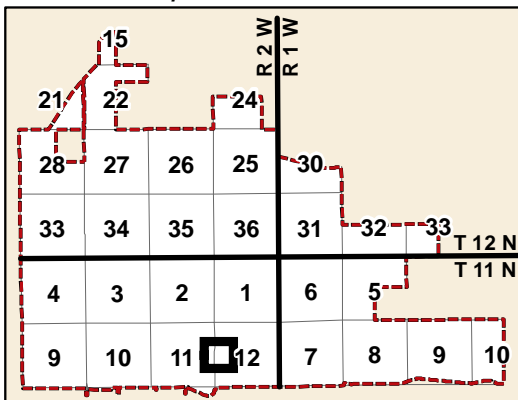
(W/2, Sec. 12, T11N, R2W)













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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-1874

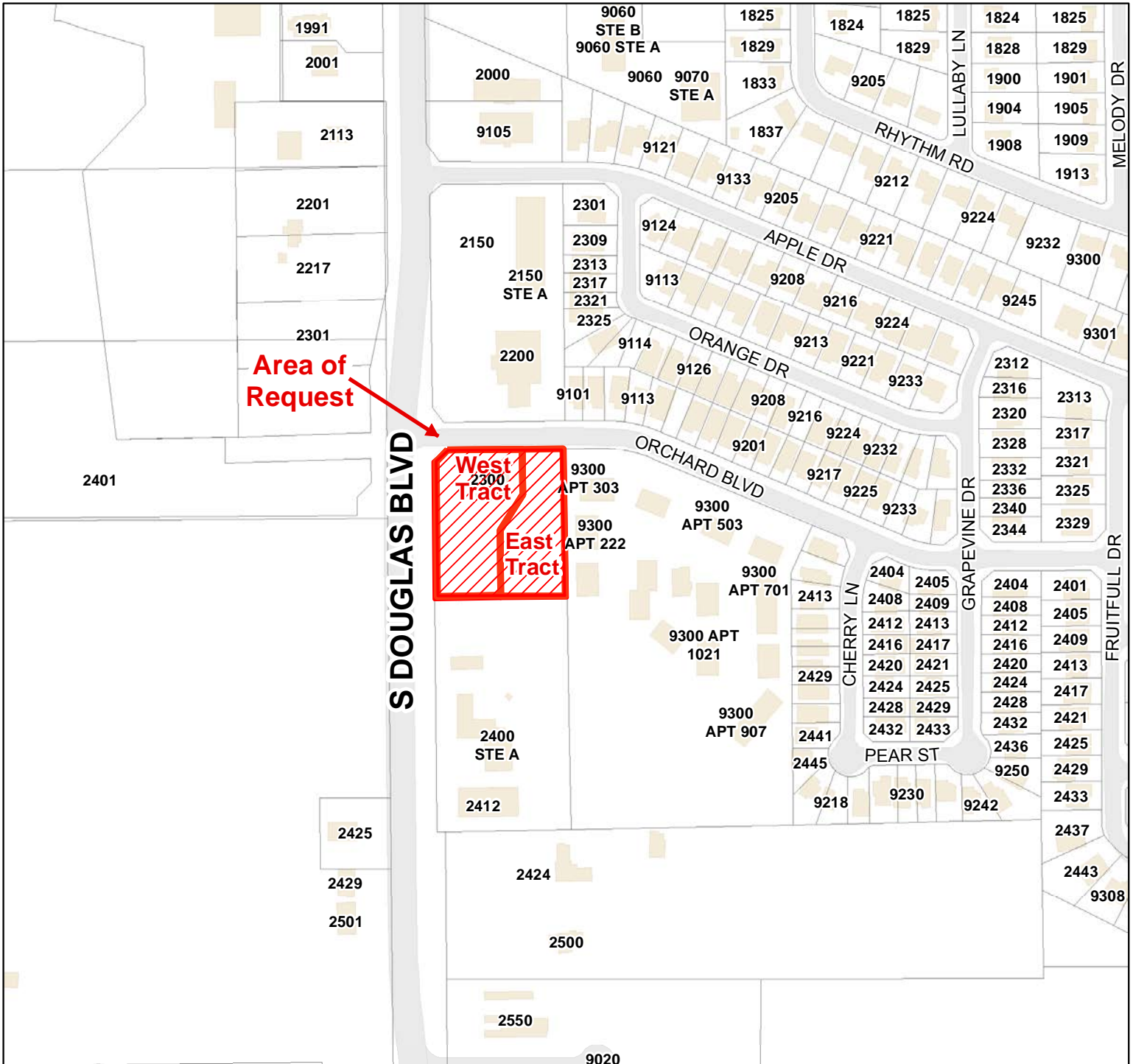
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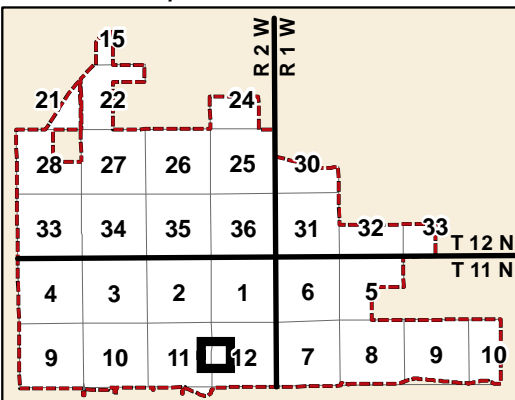
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1 inch = 300 feet






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Locator Map



General Map Legend

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

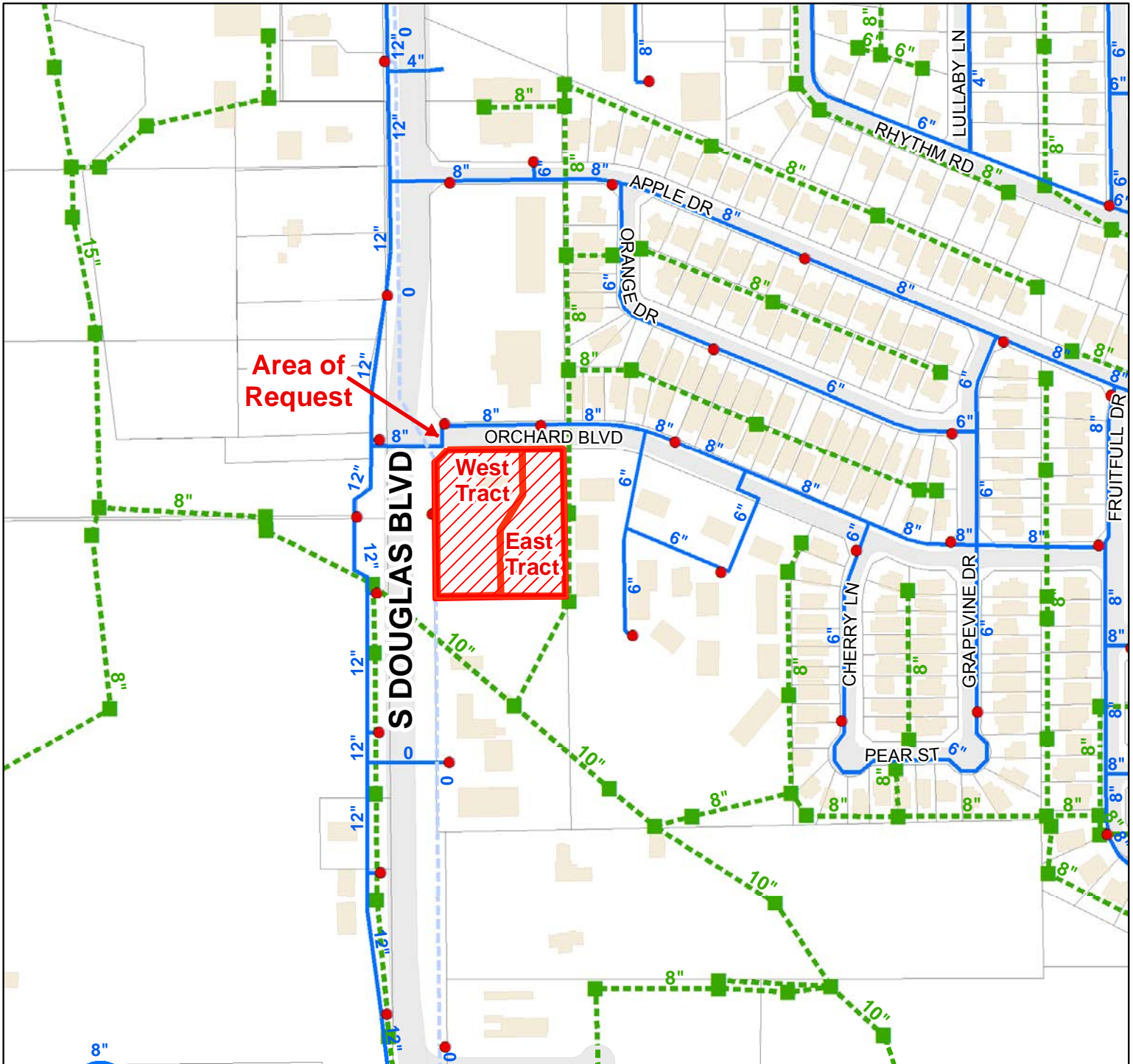
GENERAL MAP FOR PC-1874 (W/2, Sec. 12, T11N, R2W)



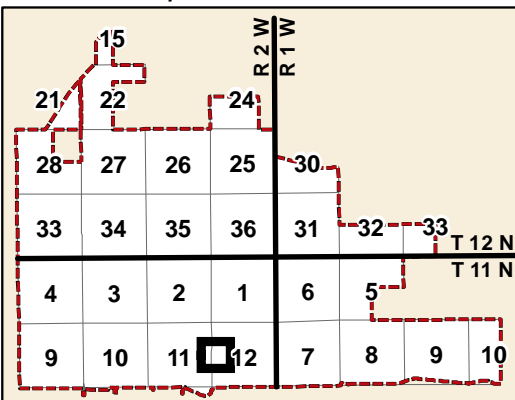
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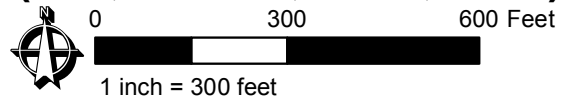
Locator Map



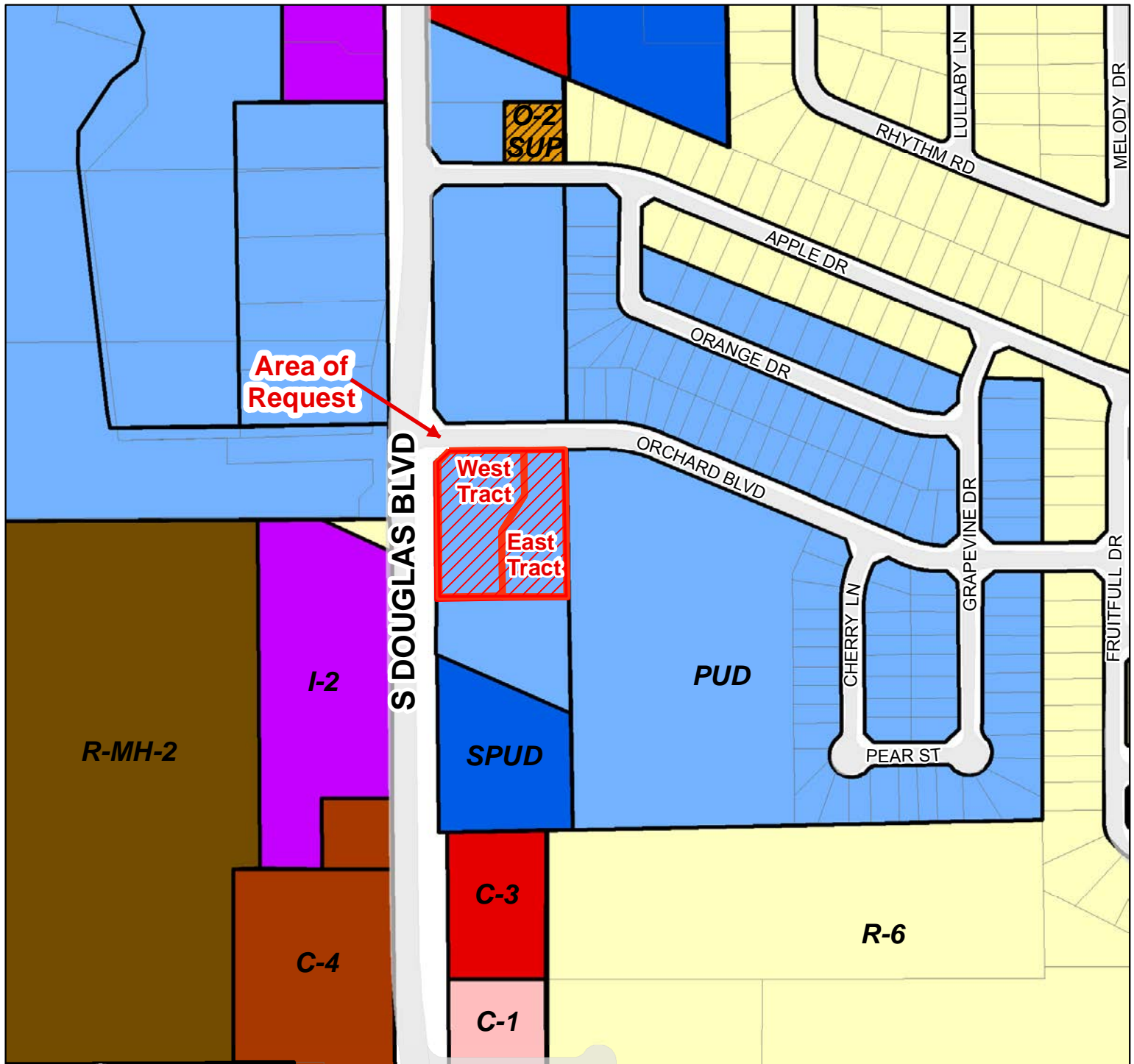
Water/Sewer Legend

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

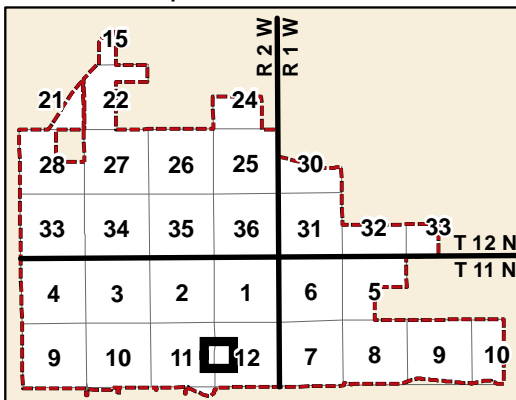
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1874
(W/2, Sec. 12, T11N, R2W)**




































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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-1874 (W/2, 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, 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: July 26, 2016

Subject: (PC-1875) Public hearing with discussion and consideration of approval of an ordinance to amend the Planned Unit Development governed by the R-6, Single Family Detached Residential and R-2F, Two-Family Residential Districts to Planned Unit Development (PUD) governed by the R-6, Single Family district for the property described as a tract of land lying on the south side of NE 10th Street between Timber Road and Westminster Road in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

Dates of Hearing: Planning Commission – July 5, 2016
City Council – July 26, 2016

Owner: Brent Cook, LL Development, LLC.

Applicant: Phillip Hagen, Crafton Tull

Proposed Use: 66 single-family lots

Size:

The area of request has a frontage along NE 10th Street of approximately 632 ft and contains an area of approximately 19.94 acres.

Development Proposed by Comprehensive Plan:

Area of Request – Low Density Residential
North, South and West – Low Density Residential
North and West – OR, Office / Retail

Zoning Districts:

Area of Request – PUD governed by the following districts: R6, Single Family Residential, Medium Density Residential and High Density Residential
North – R6, Single Family Residential and C-3, Community Commercial
South – R-6, Single Family Residential
East - Choctaw
West – R-6, Single Family Residential and C-3, Community Commercial

Land Use:

Area of Request – Vacant
North, South, East and West – Single family residences

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. PC 184 and 185 – July of 1973 – portions of this area were rezoned to R-3, Medium Density Residential and R-4, High Density Residential.
2. PC – 1657 – October 2007 – Continued preliminary plat to allow for development of PUD.
3. PC – 1660 – March 2008 – The City Council approved a request to rezone this property to a PUD, Planned Unit Development, allowing single-family detached, two-family attached and multi-family uses.
4. PC- 1857 – November 2015 – The City Council approve a request to rezone to a PUD governed by the R-6, Single Family Residential and R-2F, Two-Family Residential Districts. The Preliminary Plat for the development was approved in January 2016 under PC – 1858.
5. July 5, 2016 – The Planning Commission recommended approval of this item.

Staff Comments:

Engineering Comments:

PC 1875 and PC 1876 are applications to reconfigure the design and density proposed in the PC-1857 PUD and PC-1858 preliminary plat applications. The new submission does not alter the engineering improvements required with the previous applications.

Water Supply and Distribution

A twelve (12) inch public water main is located on the south side of N.E. 10th Street in the street right-of-way extending along the north side of the area of request. A twelve (12) inch public water main is located on the west side of Westminster Road in the street right-of-way extending along the east side of the area of request.

Public water line improvements are not required with this application. However, public water line improvements are proposed and are part of the preliminary plat application for the area of request. The public water line extension requirements are addressed in PC-1876.

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the west side of Westminster Road in the street right-of-way extending along the east side of the area of request. A twelve (12) inch public sewer main is located in a dedicated utility easement paralleling the northeast boundary of the area of request.

Public sewer line improvements are not required with this application. However, public sewer line improvements are proposed and are part of the preliminary plat application for the area of request. The public sewer line extension requirements are addressed in PC-1876.

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 N.E. 10th Street and Westminster Road. N.E. 10th Street is classified as a secondary arterial street in the 2008 Comprehensive Plan. N.E. 10th Street is a two (2) lane, 26-foot wide, uncurbed, 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, N.E. 10th Street has one hundred (100) feet of right-of-way adjacent to and parallel to the north side of the area of request. Westminster Road is classified as a secondary arterial street in the 2008 Comprehensive Plan. Westminster Road is a two (2) lane, 26-foot wide, uncurbed, 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, Westminster Road has one hundred (100) feet of right-of-way adjacent to and parallel to the east side of the area of request.

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

Public street and sidewalk improvements are not required with this application. However, public street and sidewalk improvements are proposed and are part of the preliminary plat application for the area of request. The public street and sidewalk requirements are addressed in PC-1876.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is from the west to the east via overland flow and in an unimproved secondary drainage channel. Currently, the area of request is undeveloped. The area of request is affected by flood zone X (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

The applicant proposes to construct an underground drainage system, concrete channels, and a detention pond to service the area of request as part of the preliminary plat application. The drainage improvement requirements are addressed in PC-1876.

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

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

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

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application. All easement and right of requirements are addressed with the preliminary plat application.

Fire Marshal's Comments:

The Fire Marshall has reviewed the application for this proposed Planned Unit Development under Chapter 15 of the municipal code. All requirements of Chapter 15 regarding fire hydrants and fire protection will need to be met with preliminary plat of the area of request.

Plan Comments:

As mentioned in the history section of this report, the area of request is currently zoned as a Planned Unit Development allowing single-family and two-family uses. The applicant and owner have decided to eliminate the two-family use. In addition to the change in density, the applicant has proposed to alter the circulation pattern, closing off the access to the development from N. Westminster. Due to these changes, the Zoning Ordinance requires that a new PUD application and Master Development Plan be presented to the Planning Commission and City Council for approval.

Two points of access are proposed off of NE 10th Street. As the development exceeds 50 lots, two access points are a requirement of the Subdivision Regulations. Staff recommends a point of access be provided along N. Westminster to provide maintenance of the park land and detention ponds. This access does not need to extend into the development, however, due to the configuration of the lots and the park land area, access for maintenance from NE 10th would be difficult.

This requested PUD has been designed to provide for the development of 66 single family residential lots within approximately 19.94 acres.

The following variances from the Midwest City Zoning Ordinance have been requested:

1. Maximum lot coverage: The maximum lot coverage including accessory buildings allowed per the Zoning Ordinance is 40%. The applicant is requesting a maximum of 65% coverage, including accessory buildings.
2. Side setback: The Zoning Ordinance requires a 7' side setback. The PUD request 10' between structures. Staff recommends at least a minimum 5' side setback between structures and side property lines.
3. Exterior masonry requirement: The Zoning Ordinance requires 85% masonry materials for residential structures. Parts of the structure facing a public street are required 100% masonry materials. The PUD states "materials will include a combination of brick, stone, and siding in a variety of styles such as board and batten and shake shingle. Masonry will be incorporated into every home, particularly along the street. However, a minimum percentage is not specified, as the homeowners are able to select the materials, colors and design schemes as the homes are constructed. In no case shall identical homes be constructed adjacent to one another." Staff asked the applicant for a minimum % of masonry for the exteriors and the owner is willing to allow a minimum of 50%. Staff would recommend that this variance not be allowed and that the applicant be subject to the same masonry requirement of 85% as all other homebuilders in Midwest City.

Thoroughfare screening and tree mitigation are requirements of the Subdivision Regulations and will be addressed in the staff report for the Preliminary Plat of Oakwood Landing to be heard following this zoning amendment application.

Regarding subdivision signage, staff would recommend that if subdivision entrance sign be a monument sign not to exceed 8 feet in height and should be in harmony with the architectural style of the homes within the development.

There was general discussion about this item at the July 5 Planning Commission. The Commissioners agreed with staff's recommendation for a minimum 5' side setback between structures and side property lines. There was discussion regarding the access from N. Westminster for maintenance of the detention pond. It is recommended that the approach be no less than 24' wide and go back the length of the right-of-way. During the meeting, the applicant offered to use 100% masonry materials on the front and sides of the homes and wanted to use siding on the rear of the homes. The Commissioners agreed with staff's recommendation to require 85% masonry materials as required by the Zoning Ordinance. The Commissioners recommended approval subject to staff comments.

Staff recommends approval of this request subject to all staff comments.

Action Required: Approve or reject an ordinance to amend the Planned Unit Development governing the property noted in this report and subject to staff's comments as found in the July 26, 2016, agenda packet, and as noted in PC – 1875 file.

A handwritten signature in black ink, appearing to read "Billy Harless".

Billy Harless, AICP
Community Development Director

KG

PUD #
DESIGN STATEMENT
OF THE PLANNED UNIT DEVELOPMENT

OF

OAKWOOD LANDING

A SINGLE-FAMILY DEVELOPMENT
LOCATED AT NE 10TH STREET AND WESTMISTER ROAD
MIDWEST CITY, OKLAHOMA

May 25, 2016

APPLICANT:

LL Development, LLC.
1601 E. I-240 Service Road
Oklahoma City, OK 73149
405.237.1051 (P)

PREPARED BY:

CRAFTON, TULL, INC.
214 E. MAIN STREET
OKLAHOMA CITY, OKLAHOMA 73104
405.787.6270 (P)
405.787.6276 (F)

PUD #
DESIGN STATEMENT
OF THE PLANNED UNIT DEVELOPMENT OF OAKWOOD LANDING

1) INTRODUCTION

The Planned Unit Development of Oakwood Landing consists of approximately 19.62 acres located west of the intersection of NE 10th Street and Westminster Road in the City of Midwest City, Oklahoma. This property is presently zoned PUD, governed by the following districts; R-2F (Two Family Attached Residential) and R-6 (Single-Family Detached Residential).

The property is described as a portion of the Northeast Quarter of Section 31, Township 12 North, Range 1 West of the Indian Meridian, Oklahoma County, Oklahoma.

2) LEGAL DESCRIPTION

OVERALL PROPERTY

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWELVE NORTH (12), RANGE ONE WEST (1) OF THE INDIAN MERIDIAN, (I.M.), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER;
THENCE S00°11'46"E A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING;
THENCE S00°11'46"E a distance of 110.00 feet;
THENCE N89°48'14"W a distance of 249.98 feet;
THENCE S43°22'44"W a distance of 404.74 feet;
THENCE N89°48'09"W a distance of 200.00 feet;
THENCE N00°11'51"W a distance of 138.23 feet;
THENCE S89°33'00"W a distance of 592.51 feet;
THENCE N00°11'51"W a distance of 912.51 feet;
THENCE N89°34'55"E a distance of 632.50 feet;
THENCE S00°11'51"E a distance of 340.39 feet;
THENCE S71°57'00"E a distance of 575.00 feet;
THENCE S28°20'49"E a distance of 143.94 feet;
THENCE N89°48'08"E a distance of 75.00 feet to the POINT OF BEGINNING;

CONTAINING 868840.91 Sq. Ft. OR 19.62 ACRES MORE OR LESS.

3) DEVELOPER

The development of the Planned Unit Development of Oakwood Landing is LL Development, LLC., 1601 E. I-240 Service Road, OKC, OK 73149.

4) SITE & SURROUNDING DEVELOPMENT

This property is presently zoned PUD, governed by the following zoning districts: R-2F (Two Family Attached Residential) and R-6 (Single-Family Detached Residential), allowing 55 single-family dwellings and 22 two-family units. The property surrounding the proposed PUD is zoned as follows:

North: Zoned C-3 & R-6.

South: Zoned R-6.

East: Zoned C-3 & R-6.

West: Zoned C-3 & R-6.

5) SITE TOPOGRAPHY & DRAINAGE

The property generally slopes to the East. Storm water detention will be provided for the entire project site in accordance with City ordinances.

6) SERVICE AVAILABILITY

STREETS

This Planned Unit Development property will have an access to NE 10th Street, which will be improved along the property frontage. All interior streets will be constructed to the standards of Midwest City and dedicated for public use.

UTILITIES

WATER SERVICE

There are existing 12" water lines located on the North side of the property along NE 10th Street and on the East side of the property along Westminster Road. New public water mains will be extended throughout the site to serve each lot and shall be dedicated to the City.

SANITARY SEWER SERVICE

There is an existing 12" sanitary sewer line located along the Northeastern side of the property, as well as an existing 8" sanitary sewer line along the West side of the property. New public sewer mains will be extended throughout the site to serve each lot and shall be dedicated to the City.

GAS LINE, TELEPHONE & ELECTRIC SERVICES

Gas, electrical, telephone and cable lines are available to adequately meet the needs of the development. All necessary steps will be followed to coordinate the efforts of the various utilities in order to provide service for the site.

FIRE PROTECTION

Fire hydrants will be installed at the required spacing within Oakwood Landing so that each building site is covered for fire protection. Fire Station #5 is located approximately 1 ½ miles south on Westminster Road.

7) SCOPE & CONCEPT

This PUD will be governed by the R-6, Single Family Detached Residential District regulations, except as expressly provided herein.

The subject PUD seeks to develop a pedestrian friendly, single-family community that is compatible with surrounding neighborhoods. The proposal is for 66 single-family dwellings at a density of 3.4 units per acre, along with approximately 5.25 acres of common area.

Land Use and Area	
Base Zoning	R-6
Area	19.62 Acres
Unit County	66 Units
Maximum Density	3.4 Units/Acre
Minimum Lot Width	50 Feet
Minimum Lot Area	6,000 Square Feet
Maximum Lot Coverage	65% Including Accessory Structures
Front Setback	25 Feet
Side Setback	10 Feet Between Structures
Rear Setback	20 Feet
Minimum House Size	1,200 Square Feet
Maximum Height	35 Feet
Minimum Parking	2 Per Dwelling

8) SPECIAL DEVELOPMENT REGULATIONS

The use and development regulations set out herein shall control the development and use of the property described. In case of a conflict between the regulations set out in this Planned Unit Development and ordinances contained in the Planning and Zoning Code Regulations for the City of Midwest City, the use and development regulations contained in this Planned Unit Development shall take precedent and control of the development and use of the property.

9) LANDSCAPING

The subject parcel shall meet all requirements of the City of Midwest City Landscaping Ordinance in place at the time of development.

Landscape Buffers to include: (1) Thoroughfare Screening along lots abutting NE 10th Street (2) a minimum of two (2) front yard trees per lot.

10) COMMON AREAS & GREENSPACE

Approximately 4.8 acres of property will be reserved for detention and to provide greenspace for use and benefit of the residents.

Maintenance of common areas shall be the responsibility of a Property Owners Association. No structures, storage of material, grading, fill or other obstructions, including fences, either temporary or permanent, that shall cause blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common area intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks and benches shall be permitted if installed in a manner to meet the requirements specified above.

11) HOME DESIGN STANDARDS

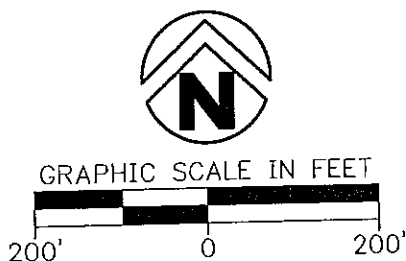
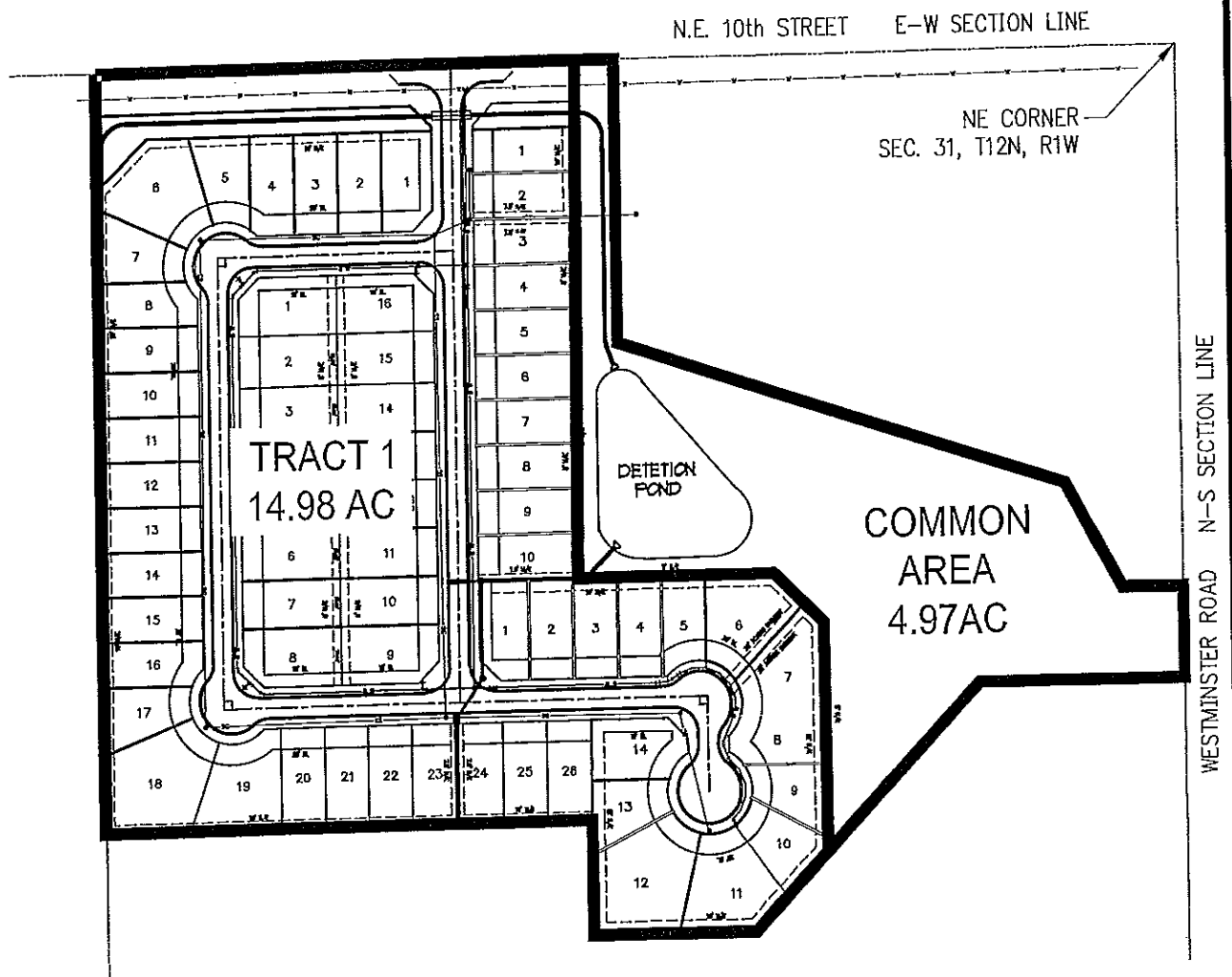
Residences within this PUD shall be of similar design and quality as shown in Exhibit B, attached hereto. Materials will include a combination of brick, stone, and siding in a variety of styles, such as board and batten and shake shingle. Masonry will be incorporated into every home, particularly along the street. However, a minimum percentage is not specified, as the homeowners are able to select the materials, colors and design schemes as the homes are constructed. In no case shall identical homes be constructed adjacent to one another. Each home is expected to unique with design influences from the builder and buyer.


12) SUBDIVISION SIGNAGE

An attractive subdivision identification sign will be located at the entrance into the subdivision. The size and location of the sign shall comply with the City's sign ordinance.

EXHIBIT 'A'

MASTER DEVELOPMENT PLAN
OF
OAKWOOD LANDING
PART OF THE NE/4 OF SECTION 31
TOWNSHIP 12 NORTH, RANGE 1 WEST, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



MASTER DEVELOPMENT PLAN OAKWOOD LANDING		
 Crafton Tull architecture engineering surveying 405.787.6270 405.787.6276 www.craftontull.com	214 E. Main Oklahoma City, Oklahoma 73104	
	SHEET NO.:	1 of 1
	DATE:	05/31/2016
	PROJECT NO.:	15600800

13) DEVELOPMENT SEQUENCE

Development phasing shall be allowed as a part of the PUD. The project will be constructed in two phases: the first will include the subdivision entry, detention and half of the residential lots. The second phase will finish out the remaining lots.

EXHIBITS

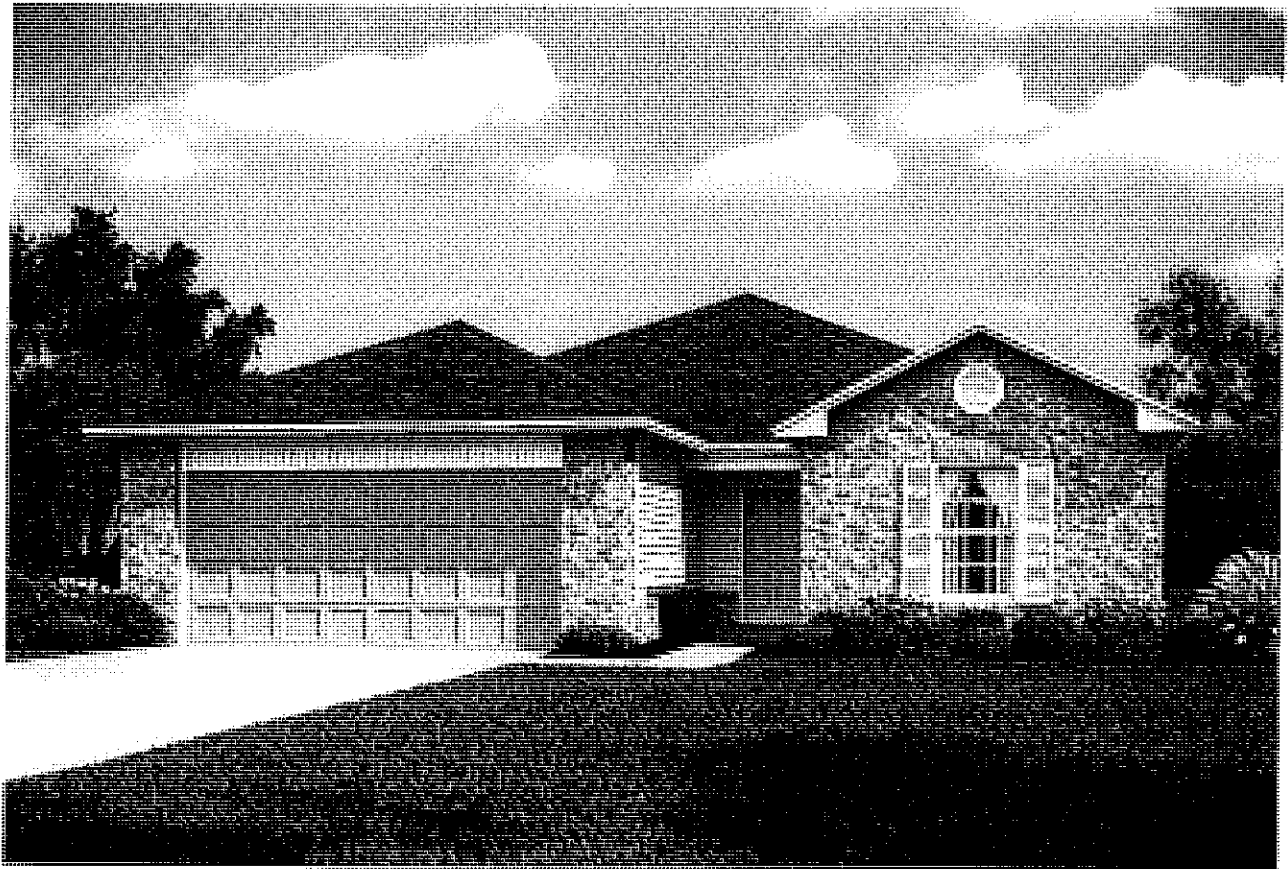
The following exhibits are attached hereto and shall be made an integral part of this Planned Unit Development.

- A. Master Development Plan
- B. Single-Family Home Elevations

EXHIBIT 'B'





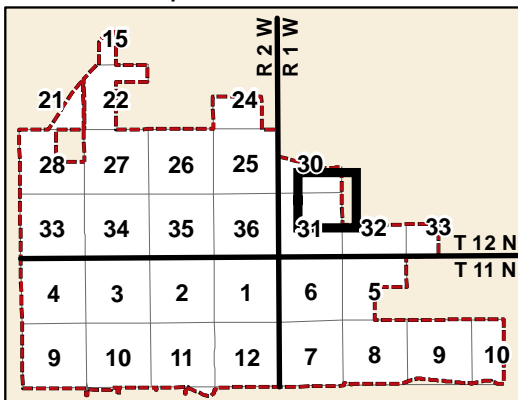








Locator Map



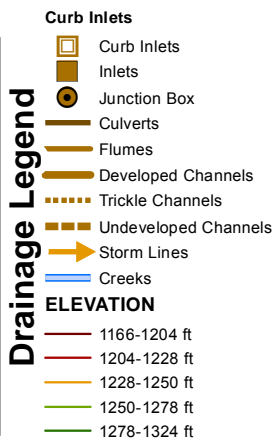
2015 DOP (AERIAL) VIEW FOR PC-1875 and PC-1876 (NE/4, Sec. 31, T12N, R1W)






0 600 1,200 Feet

1 inch = 600 feet

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



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

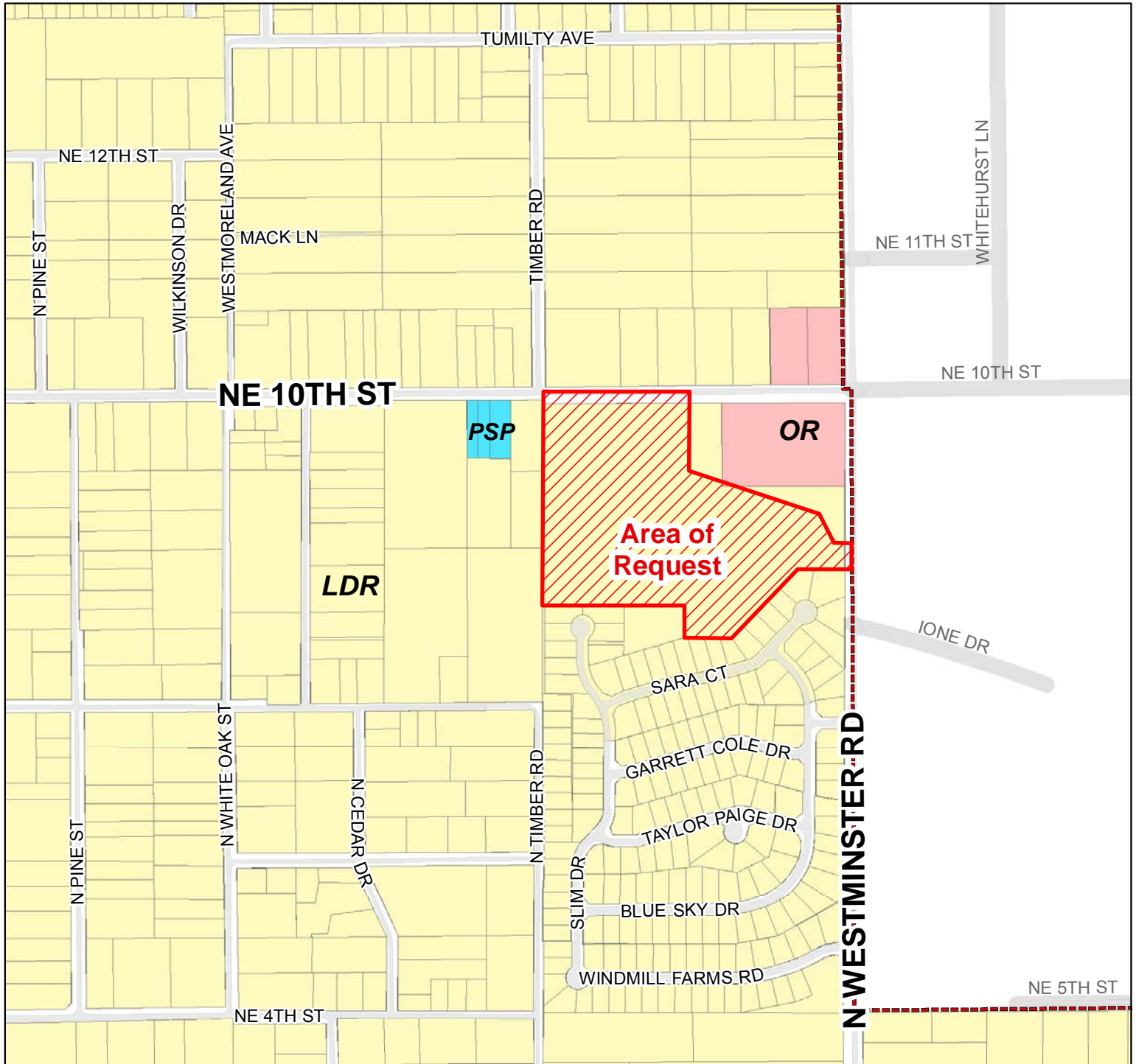
DRAINAGE LOCATION MAP FOR PC-1875 and PC-1876 (NE/4, Sec. 31, T12N, R1W)



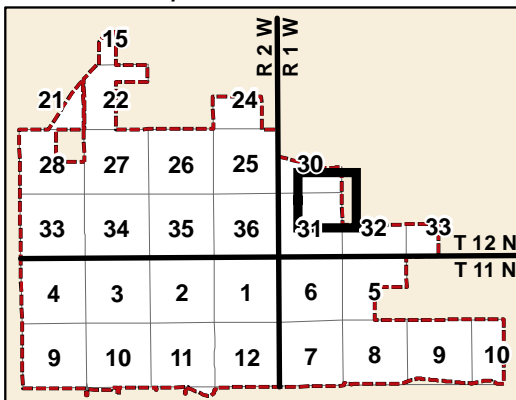
0 600 1,200 Feet

1 inch = 600 feet











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Locator Map



Future Land Use Legend

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

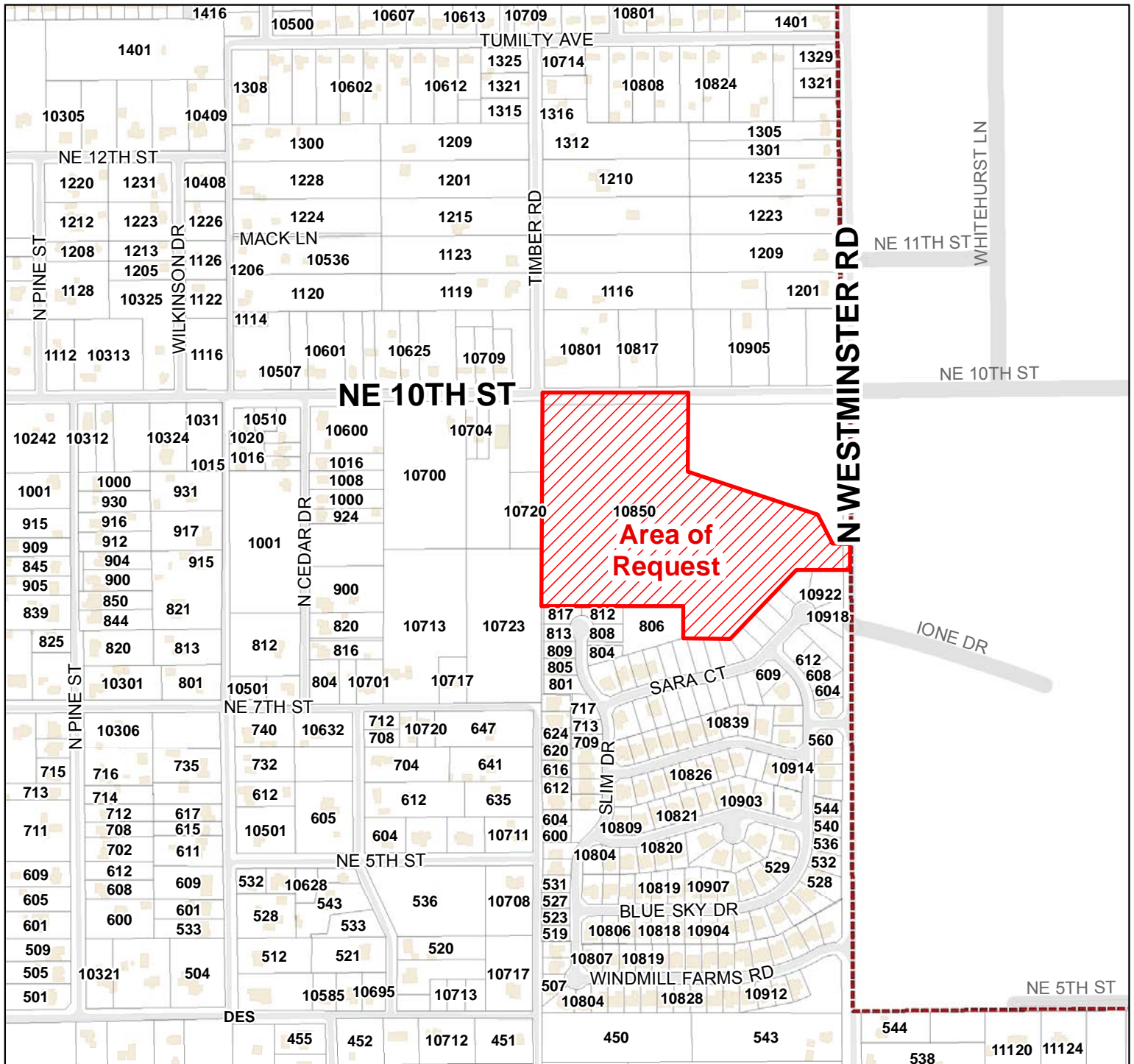
FUTURE LAND USE MAP FOR PC-1875 and PC-1876 (NE/4, Sec. 31, T12N, R1W)



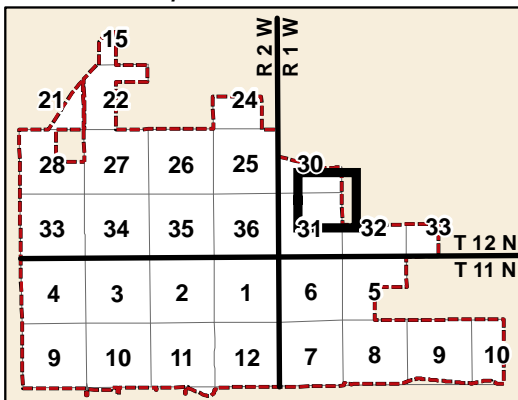
0 600 1,200 Feet

1 inch = 600 feet

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Locator Map



General Map Legend

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

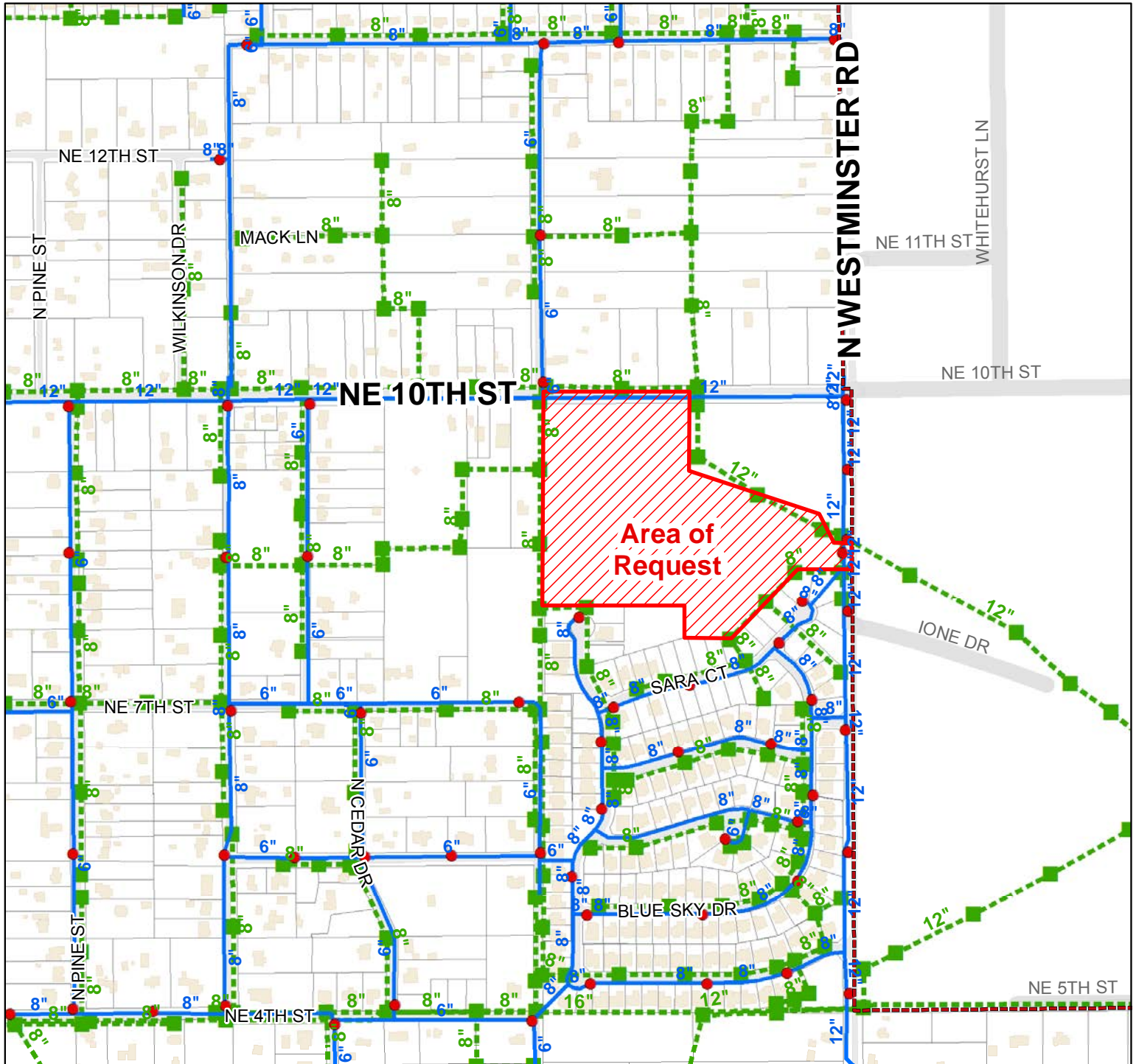
GENERAL MAP FOR PC-1875 and PC-1876 (NE/4, Sec. 31, T12N, R1W)



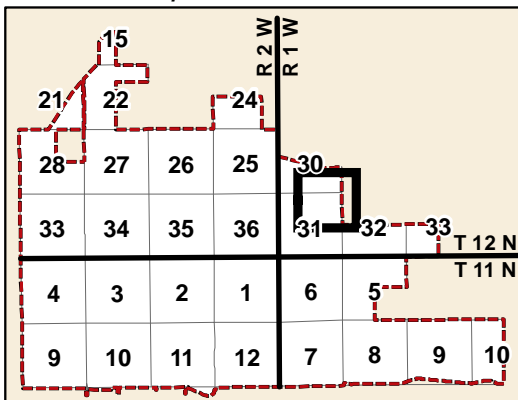
0 600 1,200 Feet

1 inch = 600 feet

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Locator Map



Water/Sewer Legend

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

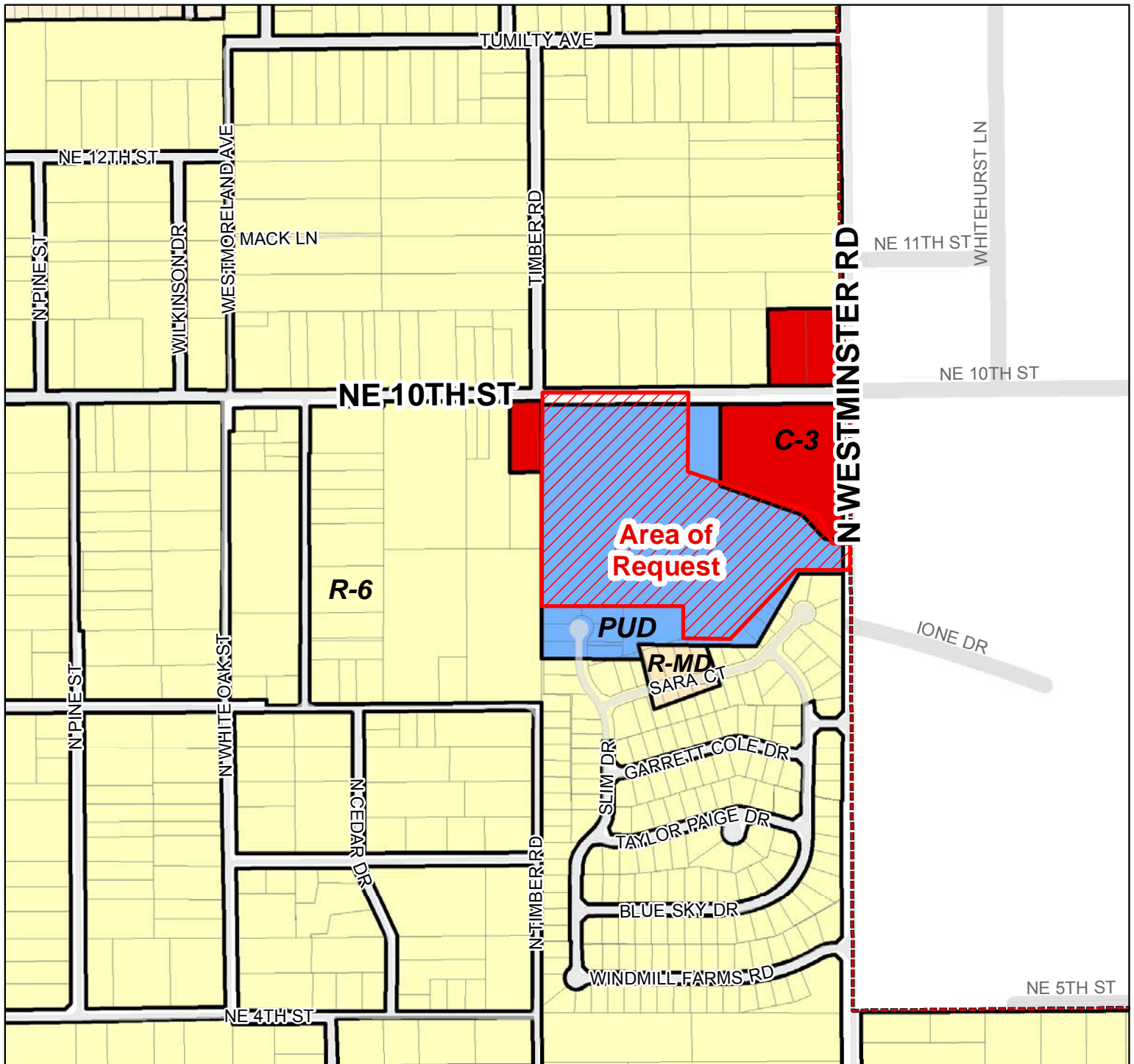
WATER/SEWER LINE LOCATION MAP FOR PC-1875 and PC-1876 (NE/4, Sec. 31, T12N, R1W)



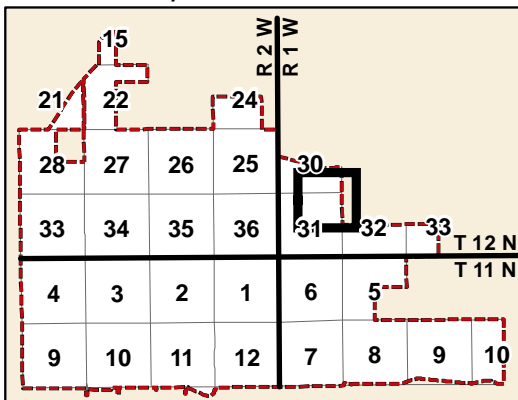
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Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-1875 and PC-1876 (NE/4, Sec. 31, T12N, R1W)



0 600 1,200 Feet
1 inch = 600 feet

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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: July 26, 2016

Subject: (PC-1876) Public hearing with discussion and consideration of approval of the Preliminary Plat of Oakwood Landing for the property described as a tract of land 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.

Dates of Hearing: Planning Commission – July 5, 2016
City Council – July 26, 2016

This preliminary plat application is associated with the PUD that was heard prior to this item. The application for the preliminary plat was submitted at the same time as the rezoning application. During the Planning Commission meeting, there were some concerns expressed regarding drainage. The applicant requested a continuance to allow more time to discuss the drainage with staff. The Planning Commission tabled this item to their regular August meeting. The item will be placed on a further City Council agenda for discussion and consideration.

Billy Harless, AICP
Community Development Director

KG



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
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 City Council

From: Billy Harless, Community Development Director

Date: July 26, 2016

Subject: (MP-10) Public hearing with discussion and consideration of approval of the Olivas Business Park Minor Plat described as a part of the SE/4 of Section 28, T-12-N, R-2-W, located at 1285 N. Air Depot Blvd.

Dates of Hearing: Planning Commission – July 5, 2016
City Council – July 26, 2016

Owner: 1285 N. Air Depot, LLC (Mary Olivas, Manager)

Proposed Use: Building is existing – platting to sell one individual lot

Size:

The area of has frontage along N. Air Depot of approximately 141.67' and a depth of approximately 375' containing an area of approximately .8953 acres.

Zoning Districts:

Area of Request – I-2, Moderate Industrial

North and West – I-2, Moderate Industrial

South – A-1, Agriculture

East – C-3, Community Commercial

Municipal Code Citation:

Appendix A, Zoning Regulations

2.7.1. R-6, Single –Family Detached Residential District

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA). Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

Subdivision Regulations

Sec. 38-20.1. Purpose

The purpose of a minor plat is to provide a limited means for simple land division under certain circumstances, which result in minimal lot creation.

In circumstances where adequate infrastructure, easements, and right-of-way already exist and the extension of any City facilities to serve any lot within the subdivision is not required, then a minor plat may be suitable as an instrument to subdivide one lot into three or fewer lots.

In agreement with the intent of this subdivision ordinance, minor plats are intended to ensure that public facilities are available and will have sufficient capacity to serve the proposed subdivision. Additionally, minor plats are intended to ensure the future growth and development of the entire city by ensuring new development does not hinder the provision of public facilities and services to neighborhood and nearby properties.

History:

1. This area has been zoned I-2, Moderate Industrial since the adoption of the 1985 Zoning Ordinance and Map.

Engineer's Comments:

Note: This application is a request to create a single lot in an unplatted commercial development. It does meet current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located on the east side of North Air Depot Boulevard in the street right-of-way adjacent to the east side of the area of request.

A six (6) inch public water main is located in a dedicated fifty (50) foot utility easement adjacent to the north side of the area of request.

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

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated fifty (50) foot utility easement adjacent to the north side of the area of request.

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

Connection to the public sanitary sewer system for service is a building permit requirement per Municipal Code 43-109 for any new building applications.

Streets and Sidewalks

Access to the area of request is available from North Air Depot Boulevard. North Air Depot Boulevard is classified as a secondary arterial road in the 2008 Comprehensive Plan. North Air Depot Boulevard is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred feet (100) adjacent to the area of request and presently, North Air Depot Boulevard has one hundred (100) feet of right-of-way adjacent to and parallel to the east side of the area of request.

Street improvements are not required with this application.

Sidewalk is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the east to the west. Currently, the area of request is developed with a commercial development. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage improvements are not required with this application.

Detention improvements are not required with this application.

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

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

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

Easements and Right-of-Way

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

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

Fire Marshal's Comments:

Any future development must meet all requirements of Chapter 15 of the Municipal Code.

Staff Comments:

The applicant is making this request in order to plat one individual lot. The area to be platted is currently a part of the entire 9.9 acre Olivas Business Park. The business park is currently one parcel with several individual buildings located throughout. The owner has a proposed use for the building located at 1285 N. Air Depot, however, the owner of that use wants to buy rather than lease the property. This minor plat is intended to allow the owner of Olivas Business Park to subdivide and sell one parcel.

Access from this parcel onto N. Air Depot Blvd. is not possible due to a retaining wall that was required when the building on the area of request was built. Because of this, a cross access easement is being dedicated abutting the north side of the area of request. This cross access easement will allow access to the area of request from the existing curbcut.

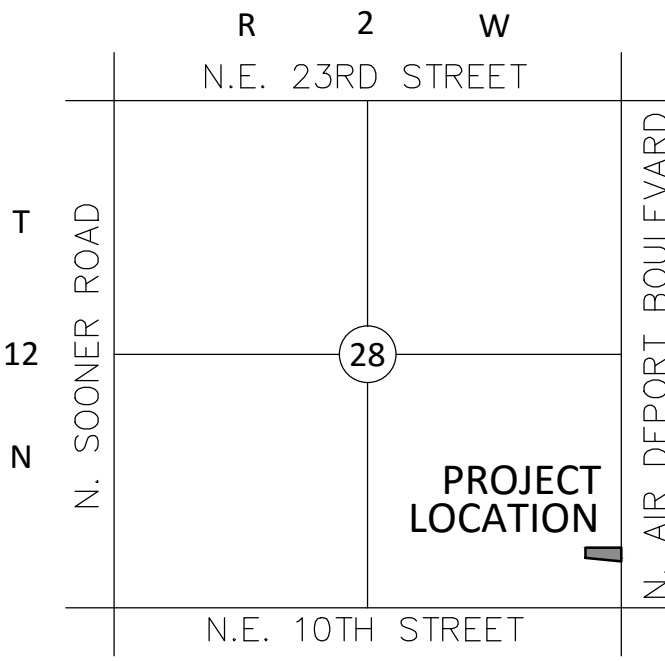
As this request conforms to the requirements for minor platting, staff recommends approval subject to the comments within MP-10 file.

Action Required: Approve or reject the Olivas Business Park Minor Plat for the property located as noted herein, subject to the staff comments and found in the July 26, 2016 agenda packet and made a part of MP-10 file.

A handwritten signature in black ink, appearing to read "Billy Harless".

Billy Harless, AICP
Community Development Director

KG



LOCATION MAP
1" = 2000'

CERTIFICATE OF SURVEY

Date of Last Field Visit: May 25, 2016

I, Joe A. Covey, Professional Land Surveyor do hereby certify as of the date set forth above that I have made a careful survey of a tract of land described as follows:

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at southeast corner of said Southeast Quarter (SE/4);

THENCE North 00°16'21" West, along the east line of said Southeast Quarter (SE/4), a distance of 483.00 feet to the POINT OF BEGINNING;

THENCE North 84°26'57" West a distance of 376.95 feet;

THENCE North 00°16'21" West, parallel with the east line of said Southeast Quarter (SE/4), a distance of 103.42 feet;

THENCE North 89°43'39" East a distance of 375.00 feet to a point on the east line of said Southeast Quarter (SE/4);

THENCE South 00°16'21" East, along the east line of said Southeast Quarter (SE/4), a distance of 141.67 feet to the POINT OF BEGINNING.

Said described tract of land contains a gross area of 45,954 square feet or 1.0549 acres, and a net area (less street rights of way) of 39,000 square feet or 0.8953 acres, more or less.

Joe A. Covey
Joe A. Covey, Professional Land Surveyor No. 1371

Date of Signature: May 31, 2016

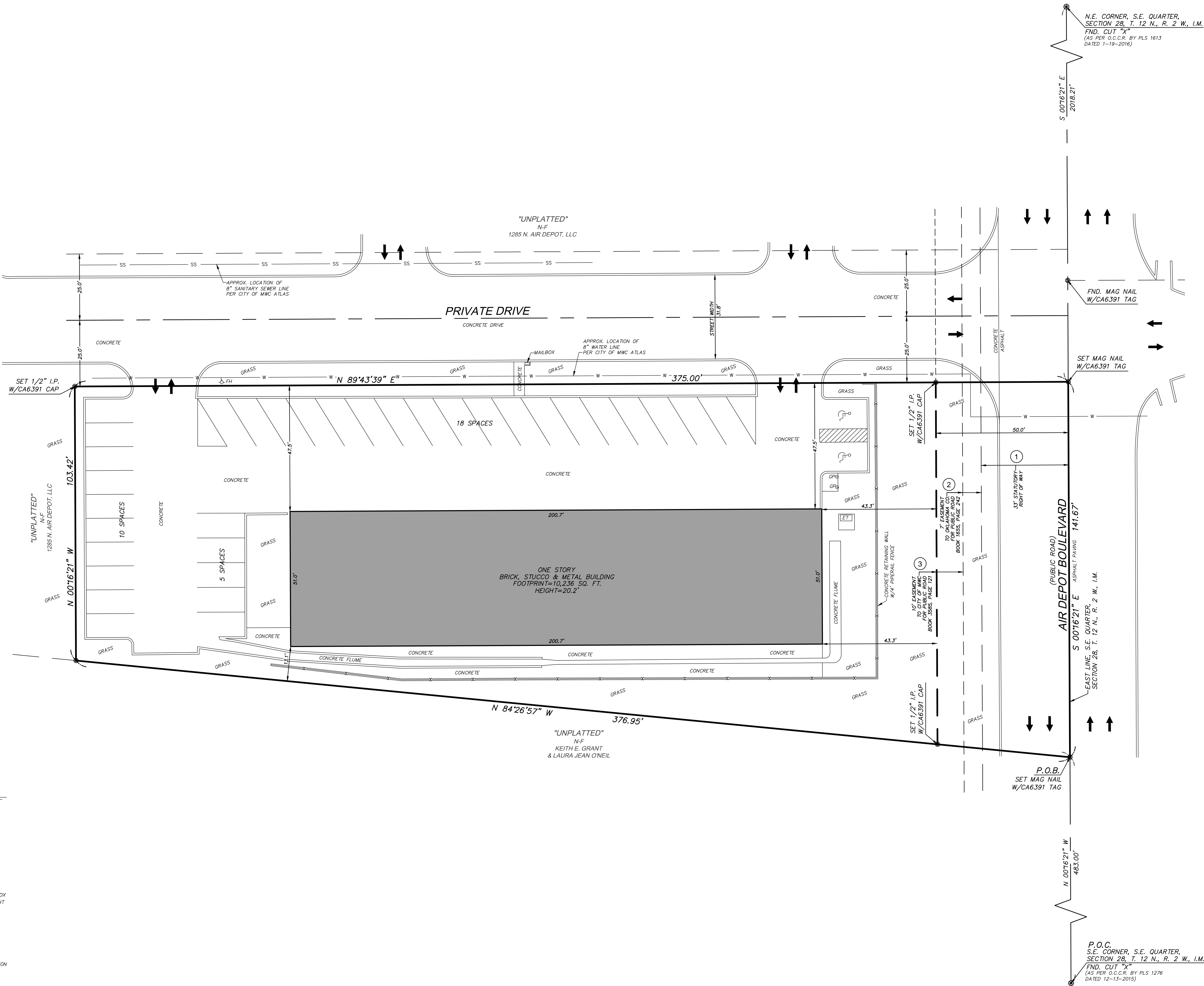


GENERAL NOTES:

- The assumed bearing of North 00°16'21" West as described as the east line of the Southeast Quarter of Section 28, Township 12 North, Range 2 West and as shown hereon was used as the basis of bearing for this survey.
- A title commitment, indicating applicable easements, has not been provided, therefore all easements may not be shown hereon.
- This survey meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

EASEMENT NOTES:

- Statutory roadway right of way 33 feet (2 rods) in width created pursuant to Federal Statute Title 43 ss 1095 affects subject property and is shown hereon.
- EASEMENT in favor of Oklahoma County, for a public road, recorded in Book 1655, Page 242 affects subject property and is shown hereon.
- RIGHT OF WAY GRANT in favor of the City of Midwest City, for a public road, recorded in Book 3585, Page 121 affects subject property and is shown hereon.

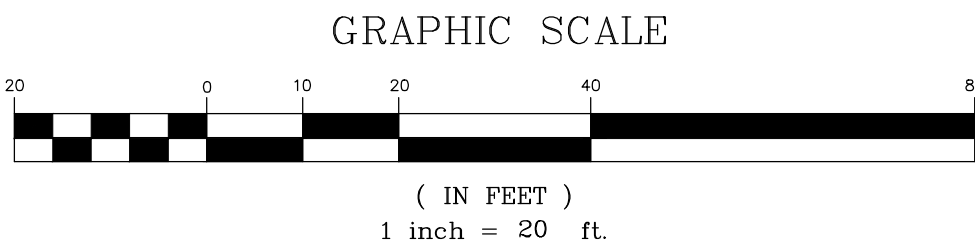


LEGEND

ALPHA □ ALPHA	PP □ POWER POLE
AS □ AUTO SPRINKLER	LP □ LIGHT POLE
AC □ AIR CONDITIONER	UP □ UTILITY POLE
EPD □ ELEC. PED.	GO □ GUY AND/OR
EM □ ELEC. METER	GP □ GUARD POST
ET □ ELEC. TRANS.	GW □ GAS METER
TPD □ TELE. PED.	HW □ WATER METER
TPD □ CABLE PED.	WMP □ WATER METER PIT
AD □ AREA DRAIN	VNT □ VENT PIPE
CO □ CLEAN OUT	FH □ FIRE HYDRANT
FD □ FIRE DETECTOR	FV □ FIRE VALVE
DS □ DOWN SPOUT	WV □ WATER VALVE
FF □ FLAG POLE	GV □ GAS VALVE
EMK □ ELEC. MARKER	PLB □ PULL BOX
F/O □ FIBER OPTIC MARKER	TB □ TRAFFIC CONTROL BOX
GMK □ GAS MARKER	TSL □ TRAFFIC SIGNAL LIGHT
UMK □ UTILITY MARKER	TSV □ SPRINKLER VALVE
PMK □ PIPELINE MARKER	YLD □ YARD LIGHT
TMK □ CABLE MARKER	YH □ YARD HYDRANT
TUG □ TELE. MARKER	BS □ STORM GRATE
MW □ MONITORING WELL	VNT □ VENT PIPE
MB □ MAILBOX	— GATE —
— GREASE TRAP —	— HANDICAPPED SIGN —
— SANITARY SEWER —	— SIGN —
— STORM WATER —	— BENCHMARK ELEVATION —
— LAMP HOLE —	— TREE —
— TELEPHONE —	— BUSH —
— CABLE TV —	— HANDICAPPED SPACE —
— ELECTRIC —	
— WATER —	
— BARB WIRE/FIELD WIRE FENCE —	
— STOCKADE FENCE —	
— CHAINLINK FENCE —	
— ONE — ONE —	
— OVERHEAD ELECTRIC —	
— TUB — TUB —	
— TOP OF BANK —	
— TOE OF BANK —	
— TOE OF BANK —	
— TREE LINE —	
— HEDGE LINE —	
P.O.C. POINT OF COMMENCEMENT	
P.O.B. POINT OF BEGINNING	
PH PORCH/DECK HEIGHT	
FF FINISHED FLOOR ELEVATION	

UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



REVISIONS			
NO.	DATE	DESCRIPTION	BY

BOUNDARY SURVEY
OLIVAS BUSINESS PARK
1285 N. AIR DEPOT BOULEVARD
CITY OF MIDWEST CITY, OKLAHOMA COUNTY
STATE OF OKLAHOMA

DODSON - THOMPSON - MANSFIELD, PLLC
20 NE 38th Street Phone: 405-601-7402 email: randym@dtm-ok.com
Oklahoma City, OK 73105 Fax: 405-601-7421
Surveying - Engineering - Earthwork
CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2018



Know All Men By These Presents

That 1285 N. AIR DEPOT, LLC hereby certifies that it is the owner of, and the only person, firm, corporation or entity having any ownership rights, title or interest in and to the land shown on the annexed plat and has caused the same to be surveyed and platted into a lot and does hereby dedicate all the street and easements shown hereon to the public for street, utilities and drainage purposes, for itself, its heirs, successors, successors and assigns forever and have caused the same to be released from all encumbrances so that title is clear, except as may be noted within the Bonded Abstractor's Certificate.

In witness whereof, the undersigned has caused this instrument to be executed this _____ day of _____ 2016.

Covenants, reservations and restrictions for this addition may be recorded under separate instrument.

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a notary public in and for said County and State on the ____ day of _____, 2016, personally appeared MARY OLIVAS to me known to be the identical person who executed the within and foregoing instrument and duly acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Number _____

My Commission Expires

LEGAL DESCRIPTION

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at southeast corner of said Southeast Quarter (SE/4);

THENCE North 00°16'21" West, along the east line of said Southeast Quarter (SE/4), a distance of 483.00 feet to the POINT OF BEGINNING;

THENCE North 84°26'57" West a distance of 376.95 feet;

THENCE North 00°16'21" West, parallel with the east line of said Southeast Quarter (SE/4), a distance of 103.42 feet;

THENCE North 89°43'39" East a distance of 375.00 feet to a point on the east line of said Southeast Quarter (SE/4):

THENCE South 00°16'21" East, along the east line of said Southeast Quarter (SE/4), a distance of 141.67 feet to the POINT OF BEGINNING.

Said described tract of land contains a gross area of 45,954 square feet or 1.0549 acres, and a net area (less street rights of way) of 39,000 square feet or 0.8953 acres, more or less.

CITY CLERK'S CERTIFICATE

I, _____, City Clerk of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured installments have been paid in full and that there are no special assessment procedures now pending against the land on the annexed plat of OLIVAS BUSINESS PARK to Midwest City, Oklahoma.

Signed by the City Clerk this _____ day of _____, 2016.

City Clerk

PLANNING COMMISSION'S CERTIFICATE

I, _____, Chairperson of the Planning Commission, of Midwest City, Oklahoma, hereby certify that said Planning Commission duly approved the annexed plat of OLIVAS BUSINESS PARK, an addition to Midwest City, Oklahoma, at a meeting of said Planning Commission on the _____ day of _____, 2016.

Chairperson

COUNTY TREASURER'S CERTIFICATE

I, _____, hereby certify that I am the duly qualified and acting County Treasurer of Oklahoma County, Oklahoma, and that tax records of said county show all taxes are paid for the year 2015, and prior years on the land shown on the annexed plat of OLIVAS BUSINESS PARK an addition to Midwest City, Oklahoma, and the required statutory security has been deposited in the offices 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 this _____ day of _____, 20____.

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat of OLIVAS BUSINESS PARK an addition to Midwest City, Oklahoma are hereby accepted.

Adopted by the Council of Midwest City, Oklahoma, this _____ day of _____
2016.

City Clerk Mayor

Mayor

City Clerk

Mayor

"UNPLATTED"
N-F
1285 N. AIR DEPOT, LLC

CROSS ACCESS EASEMENT
BOOK _____, PAGE _____

50.00'
25.00'
25.00'

N 89°43'39" E 375.00'
325.00'

1

1

25' BUILDING LINE

136.57'
S 00°16'21" E

10' EASEMENT TO PUBLIC
ROAD BOOK 3885, PAGE 121
7' EASEMENT TO OKLAHOMA CO.
FOR PUBLIC ROAD BOOK 1655, PAGE 242

50.00'
50.00'

13' STRIPATORY
RIGHT OF WAY

THIS RIGHT OF WAY DEDICATED
PURSUANT TO THIS PLAT

AIR DEPOT BOULEVARD
141.67'
S 00°16'21" E

18' UTILITY
EASEMENT

326.69'
N 84°26'57" W 376.95'

"UNPLATTED"
N-F
KEITH E. GRANT
& LAURA JEAN O'NEIL

50.26'

P.O.B.

END
W/C

EAST LINE, S.E. QUARTER,
SECTION 28, T. 12 N., R. 2 W., 11M.

MONUMENTATION NOTE

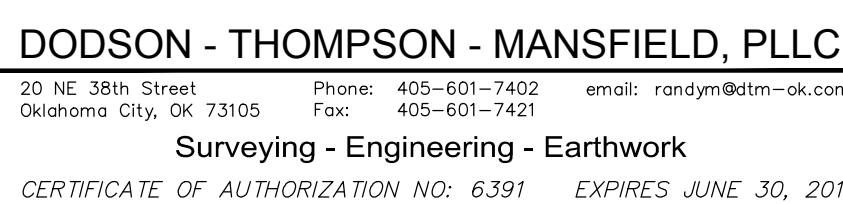
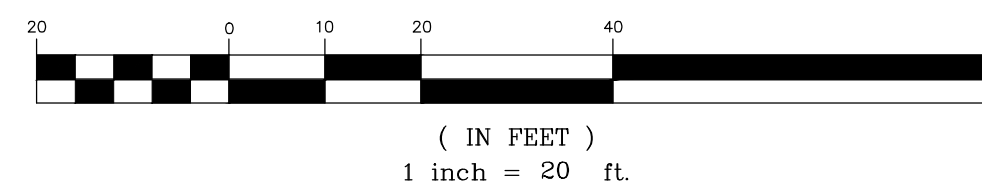
1/2" I.P. W/CA 6391 CAP
OR
MAG NAIL W/CA 6391 TAG
SET AT ALL PROPERTY CORNERS
UNLESS OTHERWISE NOTED.

LEGEND

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
I.P. - IRON PIN

P.O.C.
S.E. CORNER, S.E. QUARTER,
SECTION 28, T. 12 N., R. 2 W., I.M.
FND. CUT "X"
(AS PER O.C.C.R. BY PLS 1276
DATED 12-17-2015)

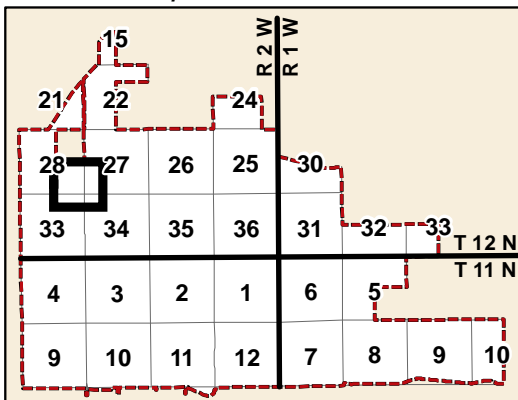
GRAPHIC SCALE



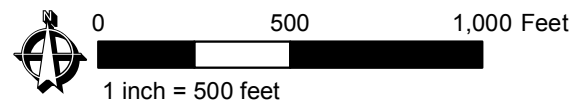
Sheet: 1 of 1



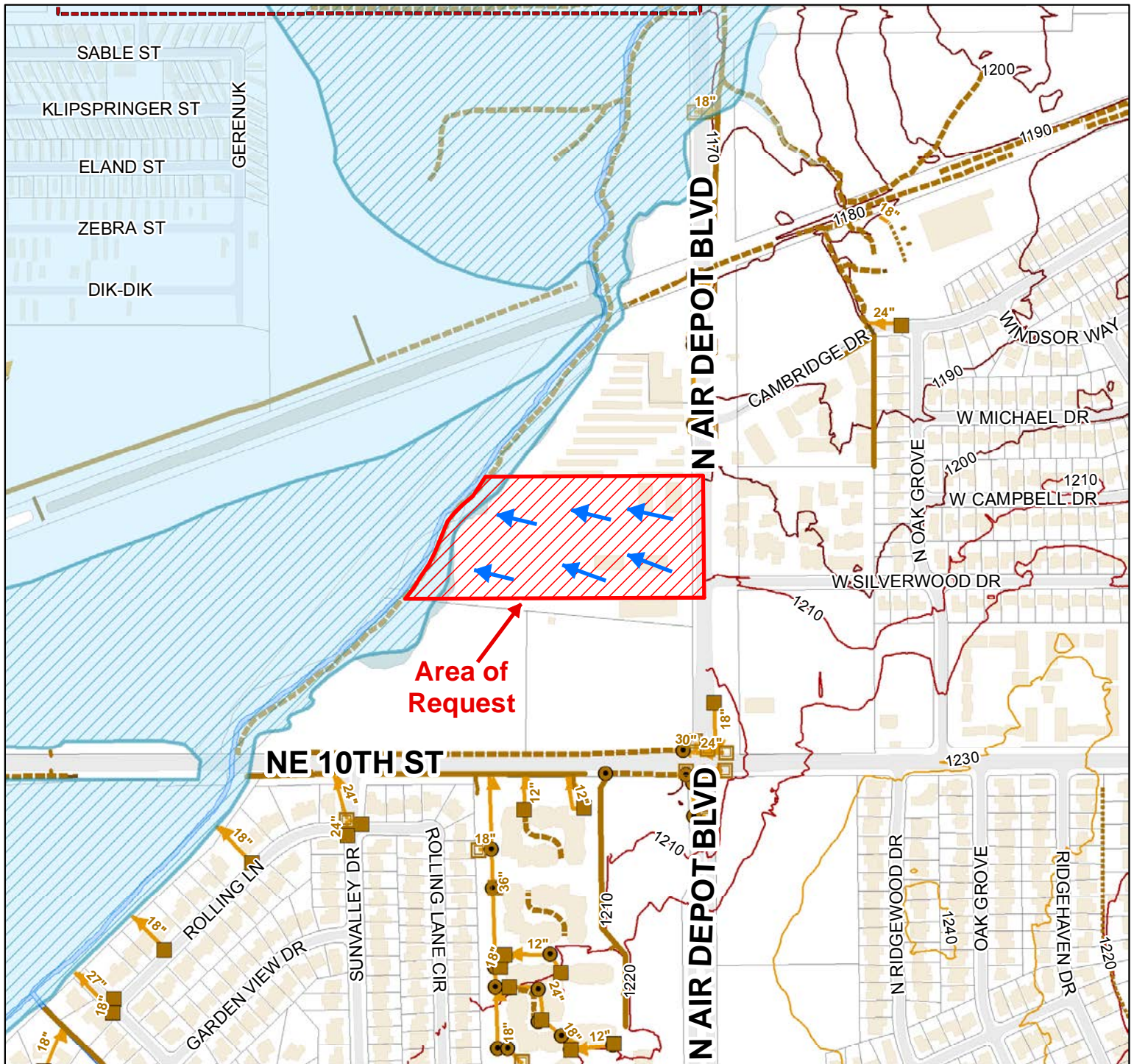
Locator Map



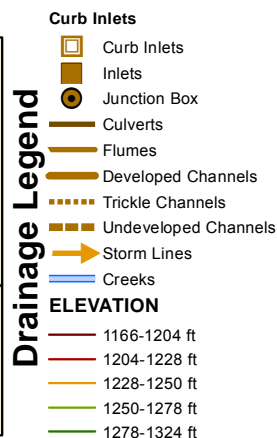
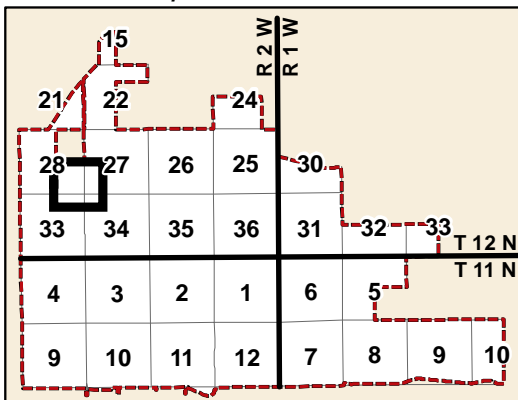
2015 DOP (AERIAL) VIEW FOR MP-10 (SE/4, Sec.28, T12N, R2W)



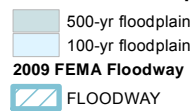
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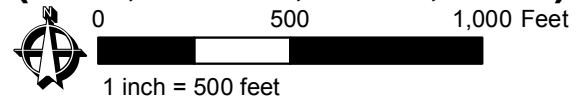
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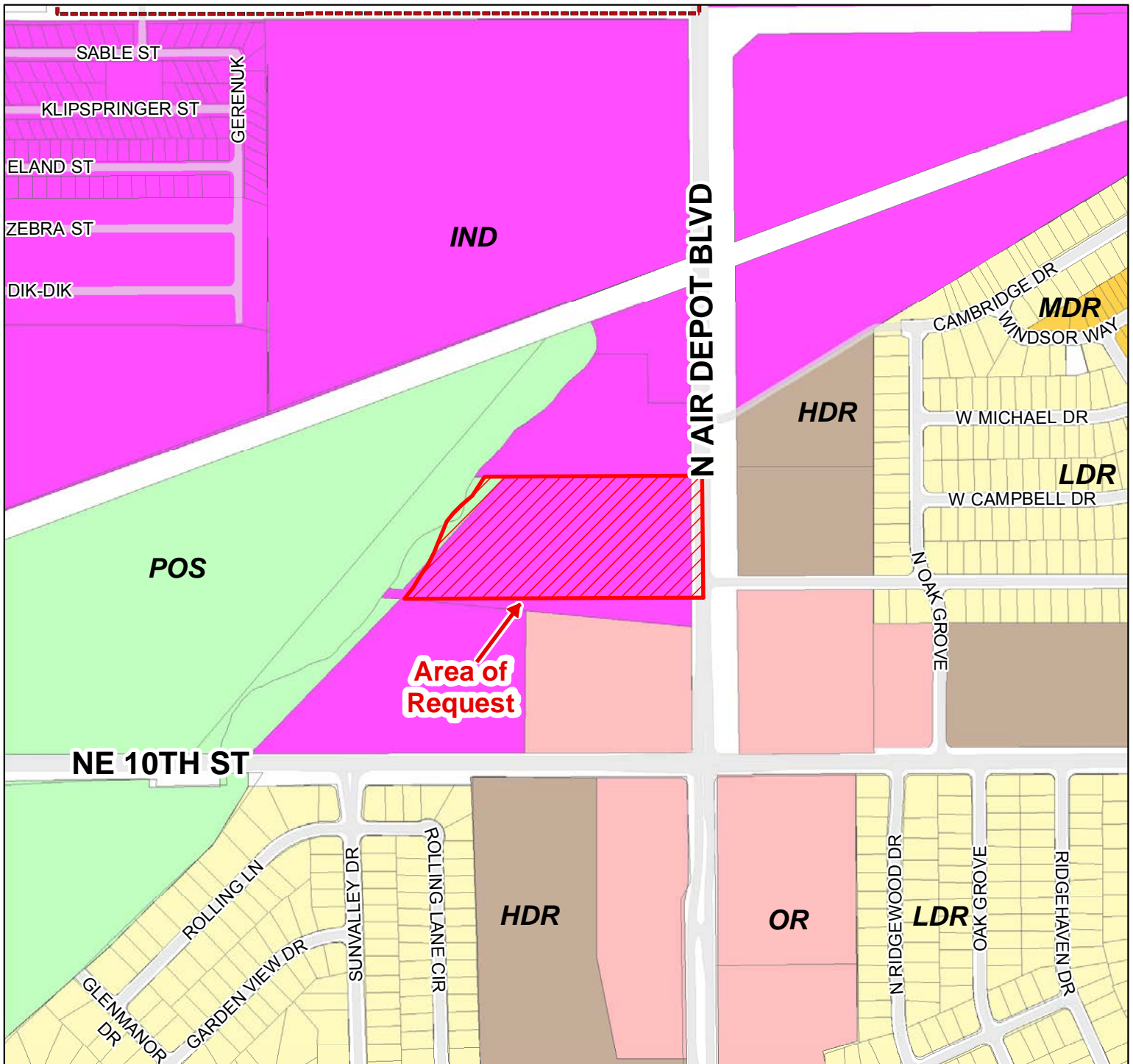
2009 FEMA Floodplains



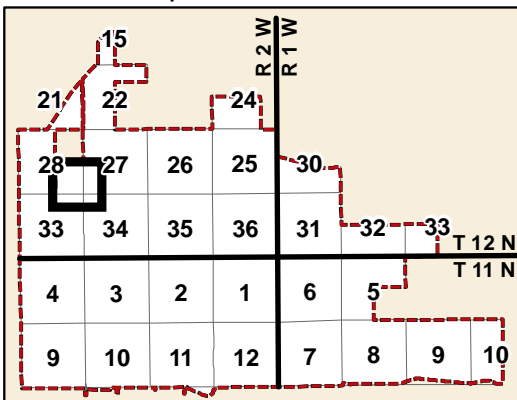
DRAINAGE LOCATION MAP FOR MP-10 (SE/4, Sec.28, T12N, R2W)













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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 MP-10

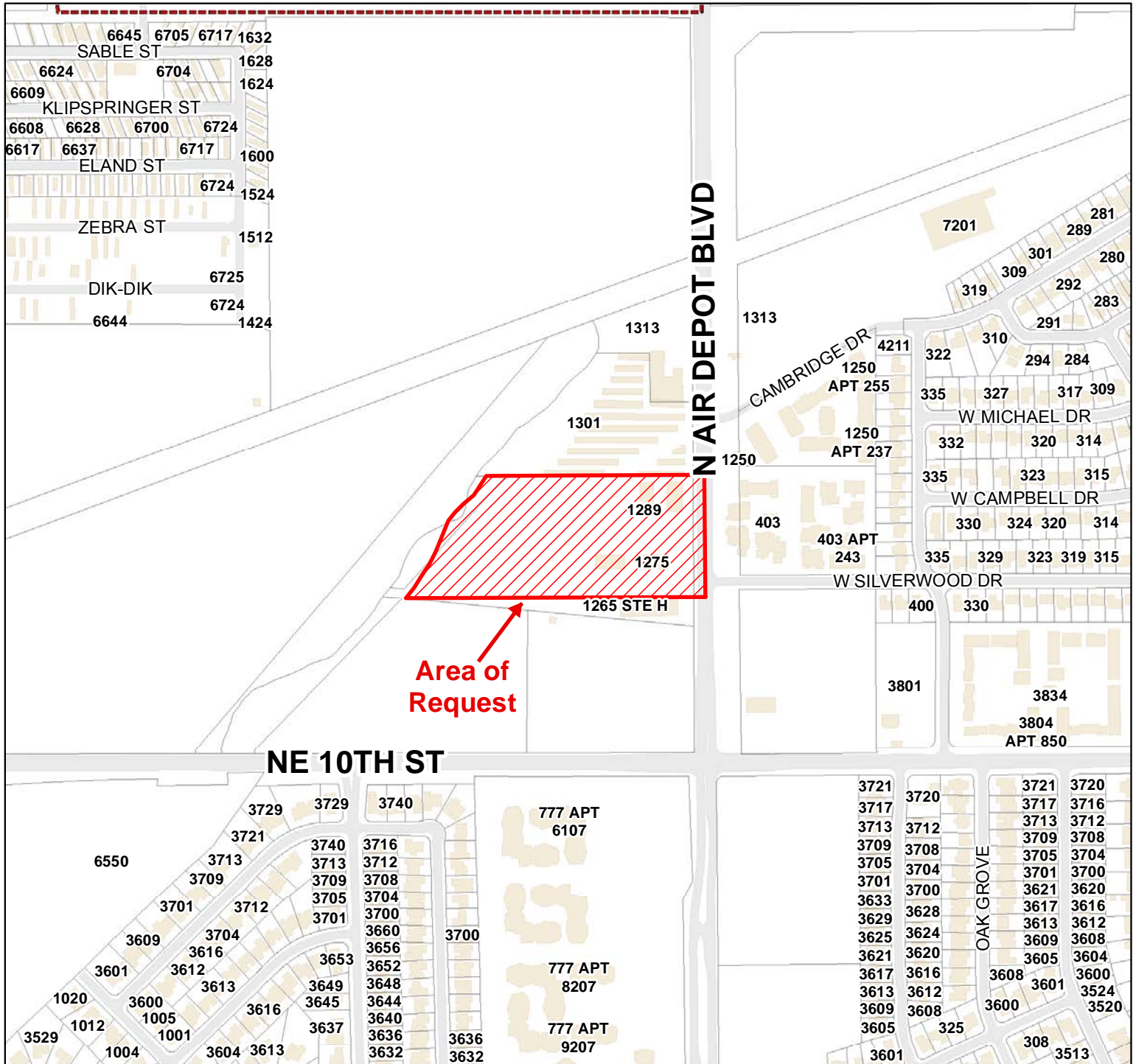
(SE/4, Sec. 28, T12N, R2W)



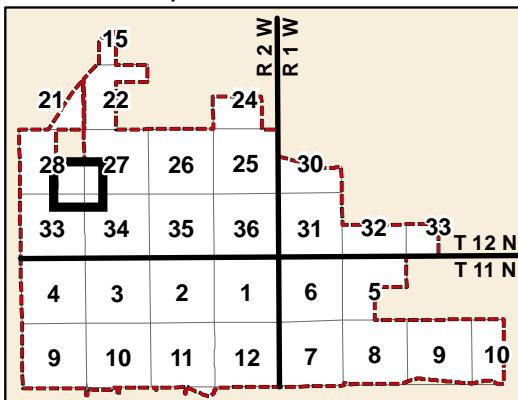
0 500 1,000 Feet

1 inch = 500 feet






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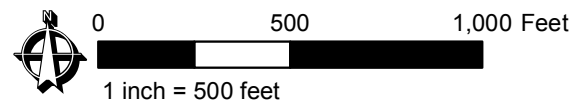
Locator Map



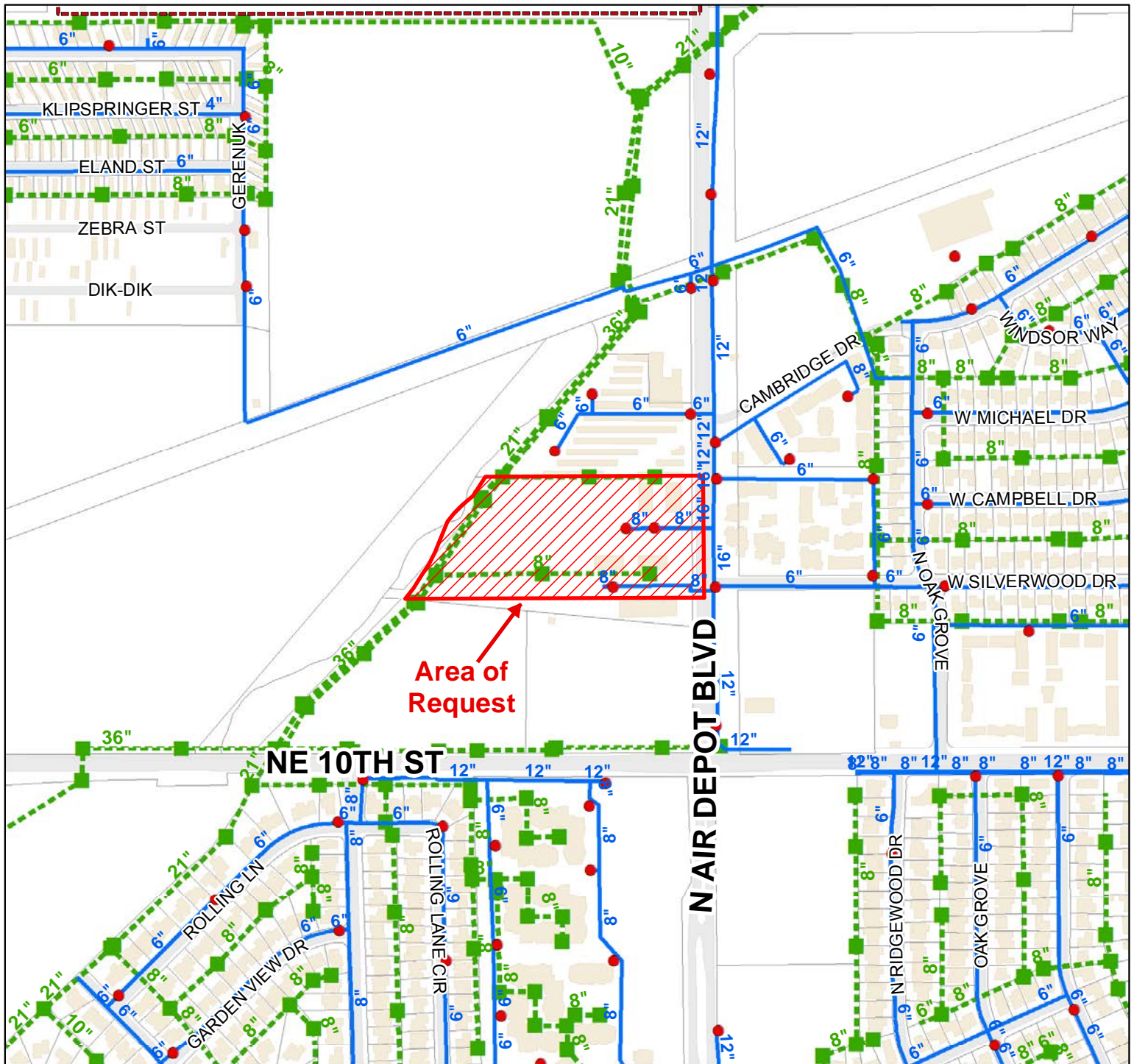
General Map Legend

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

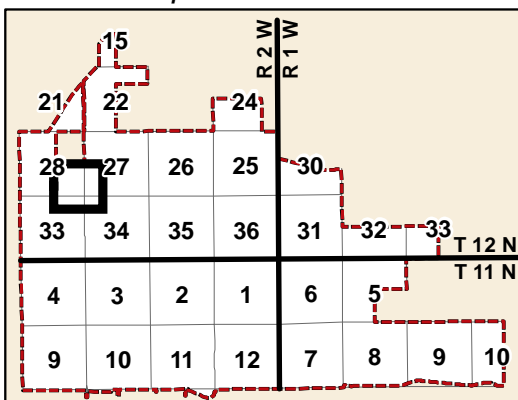
**GENERAL MAP FOR
MP-10
(SE/4, Sec.28, T12N, R2W)**



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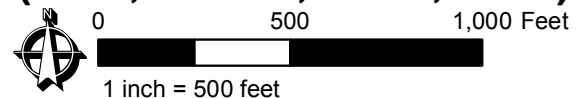
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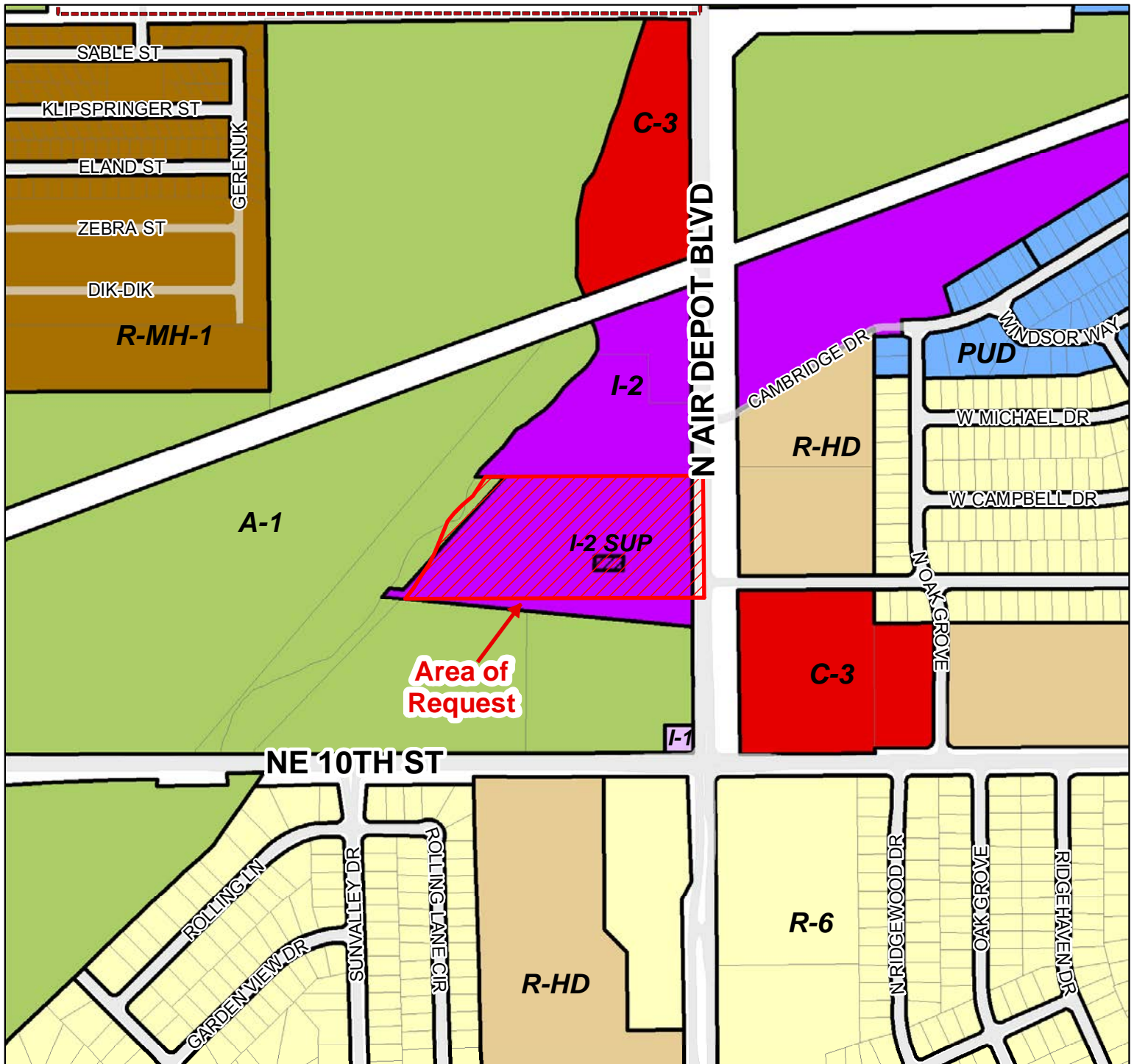
Water/Sewer Legend

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

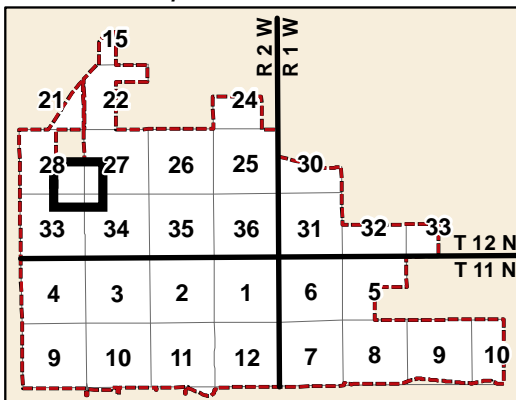
**WATER/SEWER LINE
LOCATION MAP FOR
MP-10
(SE/4, Sec.28, T12N, R2W)**



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Locator Map



Current Zoning Legend

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

ZONING MAP FOR MP-10 (SE/4, Sec.28, T12N, R2W)



0 500 1,000 Feet
1 inch = 500 feet

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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: July 26, 2016

RE: Discussion and consideration of approving and entering into a Memorandum of Understanding for 2016-17 in the amount of \$75,000 with the Boys and Girls Clubs of Oklahoma County Inc. for the operation of a club site at Telstar Elementary School, located at 9521 N.E. 16th Street in Midwest City.

The attached agreement between Midwest City and the Boys and Girls Clubs of Oklahoma County Inc. provides for a second year of support for a club site at Telstar Elementary School, for the 2016-17 year. The program will operate after school until 6:00 p.m. and implement a summer program.

The program will serve a minimum of 150 Midwest City youth with healthy snacks, homework/tutoring, computer time, art, life skills and structured physical activities. The cost to participating youth is a \$10 annual membership fee. Also attached is an Impact Matrix outlining accomplishments to be measured during the agreement period and a year-end status report covering the inaugural 2015-16 program at Telstar. Budgeted funds, donations and grants will support the program.

Staff recommends approval.

Terri L. Craft
Grants Manager

Memorandum of Understanding
Between
City of Midwest City
and
Boys and Girls Clubs of Oklahoma County, Inc.

This Memorandum of Understanding (MOU) is made this 26th day of July, 2016 by and between the City of Midwest City (the City") and the Boys and Girls Clubs of Oklahoma County, Inc., (BGCOKC), collectively referred to as "the parties."

The purpose of this MOU is to express and acknowledge the mutual understanding of the parties hereto and the City's decision to provide local funding totaling not more the seventy-five thousand dollars (\$75,000) to continue the investment in the community's youth through the provision of after school and summer program services by the Boys & Girls Club site at Telstar Elementary School, located at 9521 N.E. 16th Street, Midwest City, Oklahoma. This MOU shall be effective from August 1, 2016 through July 31, 2017 and may be renewed for successive one-year periods upon concurrence of both parties and availability of funding. The parties agree to the following terms and conditions as partners:

BOYS & GIRLS CLUBS OF OKLAHOMA COUNTY AGREES TO:

- Identify, solicit, recruit and train adequate staff for the Telstar Boys & Girls Club Site, subjecting all employees to background check and drug testing
- Provide and manage programmatic activities including but not limited to development of policies, procedures and services consistent with the Boys & Girls Clubs of America (BGCA) approved programs
- Execute a MOU with the Oklahoma City Public School District to detail coordination and partnership in the operation and associated programming of the Telstar Boys & Girls Club site for the 2016-17 school year
- Provide capacity to support enrollment of at least (150) Midwest City youth
- Provide a safe, healthy and enriching environment for youth to grow and develop
- Implement strategies to positively impact student achievement personally and academically
- Provide evidence of general liability insurance coverage
- Keep city staff informed of club programming, accomplishments and special events
- Prepare a year-end report on club impact results as outlined in the attached matrix

CITY OF MIDWEST CITY AGREES TO:

- Upon submittal of a copy of the approved MOU with the Oklahoma City Public School District and submittal of BGCOKC invoice, pay \$37,500 after execution of this MOU; and the remaining \$37,500 paid upon invoice submittal no earlier than January 1, 2017
- Assist in seeking compatible programs and resources to enhance the Boys and Girls Club Program in Midwest City
- Assist in publicity efforts, community outreach, and volunteer recruitment

In witness whereof, the parties hereto have caused this MOU to be executed this 26th day of July, 2016.

BOYS & GIRLS CLUBS OF OKLAHOMA COUNTY, INC.

CITY OF MIDWEST CITY

BY: 
Jane Sutter, President & CEO

BY: _____
Matthew D. Dukes, II, Mayor

Boys & Girls Club

Telstar Elementary

Impact Matrix Report

	Impact Guide	K-5th	Impact Measurement
1	Club Membership		Telstar BGC will have 150 registered members by August 31, 2016
2	Average Daily Attendance		Approximately 120 students will attend every day after school
3	Academic Success Indicators		95% Club members will achieve grade progression 120 members will receive at least 75 hours of homework help, including tracking of skills
4	Good Character & Citizenship Indicators		25 members will participate in Money Matters curriculum 100 members will participate in conflict resolution or character building curriculum (Smart Moves, Smart Girls, Passport to Manhood). 10% of membership will participate as Student Government Members (BGCA Torch Club) 10% of members will attend at least one MWC City Council meeting.
5	Healthy Lifestyles Indicators		120 members will participate in at least 75 hours of physical fitness activities including basketball, volleyball and soccer 15% of members will participate in healthy eating or food preparation classes with a member of their family. 70% of members will participate in self-esteem building
6	Reduction in School Mobility Rate		There will be a reduction in number of students who leave Telstar during the school year (compared with 2014-15 school year).

Telstar | Judith Lawler, Unit Director

Board of Directors*Chair***Blair Naifeh**
Naifeh Realty*Immediate Past Chair***David Huffman**
Wiggin Property*Vice Chair-Development***Kathy Brown**
Community Volunteer*Vice Chair-Governance***Larry Hawkins**
Community Volunteer*Vice Chair-Special Events***Annette Heaton**
Cox Communications*Vice Chair-Strategic Plan***John Semtner**
Architectural Design Group*Treasurer***Sarah Stafford**
Ernst & Young*Secretary at Large***Erika Huffman**
Schnake Turnbo Frank PR**Kelli Adams**
Chesapeake Energy**Paul Albers**
Investments**Tracy Alford**
Community Volunteer**Caleb Allen**
Dell**Tanisha Beachum**
SONIC, America's Drive-In**Christine Berney**
OKC Thunder**David Bohanon**
Black Stone
Commercial Property**Craig Clemons**
Express Employment
Professionals**Keenon DeLeon**
Enable Midstream**Ramsey Drake**
Carl E. Gungoll Exploration**Charlie Givens**
Charles S. Givens Interests**Mark McCubbin**
McCubbin Industries**Rick Nagel**
Acorn Growth Equities**Katie Price**
Bank of Oklahoma**Kelli Walsh**
OU Physicians**Janet Wedman**
Arvest Bank**Casey Williams**
Community Volunteer**Honorary Board Members****Dr. Nancy Anthony**
Clay Farha**John Linehan**
Karen Luke**Ed Martin**
Steve Mason**Frank McPherson**
Barney Semtner**In Memoriam**
Aubrey K. McClendon**President & CEO**
Jane Sutter**BOYS & GIRLS CLUBS
OF OKLAHOMA COUNTY**

July 14, 2016

City of Midwest City
c/o Guy Henson, City Manager

Dear Guy,

Please congratulate the Midwest City Council for the City's renewed investment in your youth by supporting a Boys & Girls Club at Telstar Elementary. The Club provides an alternative to youth being left home alone or in unsafe environments after school and during school breaks, and has experienced a very successful first year.

Following is an inaugural year status report.

- Doors to the Telstar Elementary Boys & Girls Club opened Monday, August 24, with great fanfare from the community and media.
- Judith Lawler, Unit Director, works at the school during the school day to increase continuity and support to the students, teachers and administration. The principal and staff have come to rely on Judith for addressing behavioral issues of Club members during the school day as well as during the afterschool program hours.
- Judith is joined by eight part-time staff members when school lets out and Club begins.
- The Club enrolled 195 members during the school year and maintains an Average Daily Attendance of 130.
- With a partnership with the Regional Food Bank of Oklahoma, we provide the youth with a healthy snack every day after school.
- Academic Improvement: Homework help is provided to all Club members for an hour each day, including support from Academic Specialists (teachers) who have been hired as part of the Boys & Girls Clubs team. That additional support resulted in improved test scores at the end of the first semester, and second semester scores will be provided to the City as soon as they are available.
- The Principal and parents have expressed sincere appreciation for the positive impact the Boys & Girls Club is making on Telstar students.
- The Telstar Basketball and Volleyball teams enjoyed competing during Friday and weekend tournaments at the Memorial Park Boys & Girls Club, 3535 N. Western, OKC.

Partner Agency



PO Box 18701 • Oklahoma City, OK 73154 || 3535 N. Western Avenue • Oklahoma City, OK 73118
(405) 525-9191 • Fax (405) 525-9494 || www.bgcokc.org

Board of Directors*Chair*

Blair Naifeh
Naifeh Realty

Immediate Past Chair

David Huffman
Wiggin Property

Vice Chair-Development

Kathy Brown
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Frank McPherson
Barney Semtner

In Memoriam
Aubrey K. McClendon

President & CEO
Jane Sutter

Partner Agency



BOYS & GIRLS CLUBS OF OKLAHOMA COUNTY

- Due to the relationship with Boys & Girls Clubs, the NCAA and local Lowe's stores donated several building and playground improvements at Telstar including a new walking/running track, refurbished playground area, painted interior walls, and a refrigerator for use with Club snacks. The June 1st dedication ceremony brought several local dignitaries to the school (including Mayor Dukes, Councilmembers Allen and Byrne, Chief Clabes, yourself and others).
- Boys & Girls Clubs staff took the lead in preparing a very comprehensive and time-intensive application for a 21st Century Community Learning Center Grant through the Oklahoma State Department of Education to help financially support ongoing Club activities at Telstar and start a Club at Rogers Middle School (the school Telstar students feed into). The process for this application included creating and meeting with a Community Advisory Committee of students, parents, school and community representatives. The application was due June 27 with response expected in late September.
- Despite having a contractual arrangement with OKCPS allowing for a summer BGC program at Telstar, the district was not able to give us access to the building due to the extreme budget cuts they experienced. In lieu of a summer Club at Telstar, children and parents were offered the opportunity to attend one of our three other Clubs in Oklahoma City, at no cost to Midwest City. Approximately \$22,275 of the original \$150,000 was not used since the summer Telstar program was canceled. It is our intent use those remaining funds to help cover 2016-2017 program costs and to pay for the Unit Director to attend a national 21st Century training conference.

We appreciate Midwest City's support of the Boys & Girls Clubs of Oklahoma County's mission *"to inspire and enable all youth, especially those who need us most to reach their full potential as responsible, productive and caring citizens,"* and we look forward to building on this partnership in the months and years ahead.

Sincerely,

Jane E. Sutter
President & CEO

PO Box 18701 • Oklahoma City, OK 73154 || 3535 N. Western Avenue • Oklahoma City, OK 73118
(405) 525-9191 • Fax (405) 525-9494 || www.bgcokc.org



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: July 26, 2016

RE: Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Bill Lott's Workers Compensation Case Nos. MWC14-1478, MWC14-1479, MWC15-4811, and MWC15-4813, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

Appropriate information will be provided during executive session.

Tim L. Lyon

Tim Lyon
Assistant City Manager



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: July 26, 2016

RE: Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Brian Iley's Workers Compensation Case No. MWC14-887, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

Appropriate information will be provided during executive session.

Tim L. Lyon

Tim Lyon
Assistant City Manager



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

TO: Honorable Mayor and City Council

FROM: J. Guy Henson, City Manager

DATE: July 26, 2016

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session

Appropriate information will be provided in executive session.

J. GUY HENSON
City Manager

JGH:de



FURTHER INFORMATION



Notice of regular Midwest City Planning Commission meetings in 2016 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2015 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

July 5, 2016 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on July 5, 2016 at 7:00 p.m., with the following members present:

Commissioners present: Floyd Wicker, Chairman
 Stan Greil
 Dean Hinton
 Jess Huskey
 Russell Smith
 Turner Mann
 Jay Dee Collins

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:

1. Motion was made by Huskey, seconded by Hinton, to approve the minutes of the June 7, 2016 Planning Commission meeting as presented. Voting aye: Hinton, Huskey, Smith, Mann and Collins. Nay: none. Abstain: Wicker and Greil. Motion carried.

B. NEW MATTERS:

1. **(PC-1873) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of a church (low impact institutional; neighborhood related) in the R-6, Single Family Detached Residential district for the properties described as a part of the NE/4 of Section 10, T-11-N, R-2-W, located at 1114 N. Myrtle Dr.**

Staff members presented a brief overview of this item. The applicant, Isaac Hines of Mass Architects, 18 West Park Place, Oklahoma City, was present. There was general discussion about this item. A motion was made by Smith, seconded by Mann, to recommend approval of this item

subject to staff comments as noted in PC-1873. Voting aye: Huskey, Smith, Collins, Mann, Hinton, Greil and Wicker. Nay: None. Motion carried.

2 (PC-1874) Public hearing with discussion and consideration of approval of the Replat of Lot 1, Block 8 of The Orchard Addition, described as a part of the NW/4 of Section 12, T-11-N, R-2-W.

Staff members presented a brief overview of this item. The applicant, Cory Jenkins, was present. There was general discussion about this item. A motion was made by Huskey, seconded by Greil, to recommend approval of this item subject to staff comments as noted in PC-1874. Voting aye: Huskey, Smith, Collins, Mann, Hinton, Greil and Wicker. Nay: None. Motion carried.

3. (MP-10) Public hearing with discussion and consideration of approval of the Olivas Business Park Minor Plat described as a part of the SE/4 of Section 28, T-12-N, R-2-W, located at 1285 N. Air Depot Blvd.

Staff members presented a brief overview of this item. The applicant, Joe Covey of Dodson Thompson Mansfield, was present. There was general discussion about this item. A motion was made by Greil, seconded by Hinton, to recommend approval of this item. Voting aye: Huskey, Smith, Collins, Mann, Hinton, Greil and Wicker. Nay: None. Motion carried.

4. (PC-1875) Public hearing with discussion and consideration of approval of an ordinance to amend the Planned Unit Development governed by the R-6, Single Family Detached Residential and R-2F, Two-Family Residential Districts to Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential 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. The applicant, Brad Reed of Crafton Tull, was present. Harless clarified that, regarding the side setback variance, staff would recommend that the applicant be held to at least a 5' side setback between structures and the property lines. Wicker asked how wide the access on N. Westminster would have to be. Menefee recommended a 24' wide approach. The applicant asked how deep the approach on N. Westminster had to be. Wicker stated that it must extend to cover the right-of-way. Regarding the requested variance to the masonry requirement, the applicant requested to use 100% masonry materials on the front and sides of the homes and be allowed to use siding on the back. The Commissioners agreed with staff and recommended that the applicant be held to 85% masonry materials as required in the Zoning Ordinance. A motion was made by Huskey, seconded by Smith, to recommend approval of this item subject to staff comments as noted in PC-1875 file including requiring 85% masonry materials. Voting aye: Huskey, Smith, Collins, Mann, Hinton, Greil and Wicker. Nay: None. Motion carried.

5. (PC-1875) Public hearing with discussion and consideration of approval of the Preliminary Plat of Oakwood Landing for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

Staff members presented a brief overview of this item. The applicant, Brad Reed of Crafton Tull, was present. There was general discussion about this item. The applicant asked about the requirement for a concrete channel. The applicant requested a continuance to discuss this channel further with staff. A motion was made by Greil, seconded by Smith to continue this item to the August Planning Commission meeting. Voting aye: Huskey, Smith, Collins, Mann, Hinton, Greil and Wicker. Nay: None. Motion carried.

C. COMMISSION DISCUSSION: None.

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 Smith, seconded by Collins. Voting aye: Huskey, Smith, Collins, Mann, Hinton, Greil and Wicker. Nay: None. Motion carried.

The meeting adjourned at 7:54 p.m.

Floyd Wicker, Chairman
(KG)



MUNICIPAL AUTHORITY
AGENDA



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard
July 26, 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 meeting of July 12, 2016, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of passing and approving a resolution releasing unappropriated fund balances at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; and amending the budget for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budgets as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016. (Finance - F. Chen)
 3. Discussion and consideration of supplemental budget adjustment to the following fund for FY 2016-2017, increase: Utilities Capital Outlay Fund, revenue/Transfers in (14) \$204,500. (Finance - F. Chen)
 4. Discussion and consideration of dedicating a permanent Easement to Oklahoma Gas and Electric Company to provide the necessary electric service across the property located at 8726 S.E. 15th Street for the CNG Station located at the Public Works Administration complex at 8730 S.E. 15th Street in the Northeast Quarter of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
 5. 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 June 30, 2016. (City Manager - T. Lyon)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



CONSENT AGENDA



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

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MUNICIPAL AUTHORITY TRUSTEES**

July 12, 2016 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Pat Byrne.

Chairman Dukes called the meeting to order at 6:44 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for July 12, 2016. The Trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 6:44 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

MINUTES OF THE REGULAR
MIDWEST CITY MUNICIPAL AUTHORITY MEETING

July 12, 2016 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Rick Dawkins, Sean Reed, Christine Allen, and, Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Pat Byrne. Chairman Dukes called the meeting to order at 8:18 p.m.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of June 28, 2016, as submitted.
2. Discussion and consideration of purchasing from Professional Turf Products, L.P. two (2) new Toro Greensmaster 3150-Q greens mowers in the amount of \$29,946.58 each and one (1) used 2012 GM4500 rough mower in the amount of \$31,465.00 for a total of \$91,358.16 for mowing equipment for John Conrad Golf Course under the provisions of the Oklahoma Central Purchasing contract number SW-190.

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

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

Adjournment. There being no further business, motion was made by McClure, seconded by Dawkins, to adjourn. Voting aye: McClure, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried. The meeting adjourned at 8:19 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

SUBJECT: Discussion and consideration of passing and approving a resolution releasing unappropriated fund balances at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; and amending the budget for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budgets as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016.

Staff recommends that the resolution be adopted with the amounts provided.

Frank Chen

Deputy Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. MA2016-_____

A RESOLUTION RELEASING UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2016 TO BE MADE AVAILABLE FOR FISCAL YEAR 2016-2017; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2016-2017 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2015-2016 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2016, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2016.

WHEREAS, it is the Municipal Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2016 as chargeable to the FY 2015-2016 budget, renew those same commitments effective July 1, 2016, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2016-2017 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Municipal Authority have determined it in the best interest of the Municipal Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2016, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2016, formerly charged against and payable from FY 2015-2016 budgets, are hereby cancelled and renewed effective July 1, 2016, to be charged against and payable from additional FY 2016-2017 fiscal year budget amounts to be provided through budget amendments effective July 1, 2016.

SECTION 2. Any remaining unexpended fund balance within the funds at the close of day June 30, 2016, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2015-2016 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2016-2017 fiscal year effective July 1, 2016. The FY 2016-2017 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2016 and chargeable to and payable from FY 2016-2017 budgets.

Sanitation (190-4110)	\$ 182,758
Utilities – Water (191-4210)	\$ 138,531
Utilities – Wastewater (192-4310)	\$ 93,190
FF&E Reserve (196-4010)	\$ 28,876
Golf (197-4710)	\$ 4,037
Golf (197-4810)	\$ 2,084
Capital Drainage (060-7210)	\$ 55
Storm Water Quality (061-6110)	\$ 10,303
Capital Water Improvement (172-4910)	\$ 144,759
Construction Loan Payment (178-4200)	\$ 402,634
Sewer Construction (186-4600)	\$ 218,013
Utility Services (187-5011)	\$ 16,206
Capital Sewer Improvements (188-4410)	\$ 11,215
Utilities Cap Outlay (189):	
General Government (189-1410)	\$ 558,600
Utility Services (189-5012)	\$ 421,347

PASSED AND APPROVED by the chairman and trustees of the Midwest City Municipal Authority this 26th day of July, 2016.

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

MATTHEW D. DUKES, II, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 26th day of July, 2016.

KATHERINE BOLLES, City Attorney



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

Subject: Discussion and consideration of supplemental budget adjustment to the following fund for FY 2016-2017, increase: Utilities Capital Outlay Fund, revenue/Transfers in (14) \$204,500.

The supplement is needed to roll forward budgeted transfer in from Grants Fund to Utilities Capital Outlay Fund from fiscal year 2015-2016 to current fiscal year.

Frank Chen

Deputy Finance Director

SUPPLEMENTS

July 26, 2016

Fund UTILITIES CAPITAL OUTLAY (189)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	Transfers In	204,500			
		204,500	0	0	0
Explanation: To roll forward budgeted transfer in from Grants Fund from fiscal year 2015-2016 to current fiscal year.					



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 Municipal Authority

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

Date: July 26th, 2016

Subject: Discussion and consideration of dedicating a permanent Easement to Oklahoma Gas and Electric Company to provide the necessary electric service across the property located at 8726 S.E. 15th Street for the CNG Station located at the Public Works Administration complex at 8730 S.E. 15th Street in the Northeast Quarter of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This easement allows for the electrical infrastructure installation needed for the proposed CNG Station being constructed at Midwest City's Public Works Administration complex. One side of easement is located on PWA (City) property, while the other is located on the property on which the Charles J. Johnson Building is located, 8726 S.E. 15th Street, which is owned by the Municipal Authority.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
TIMOTHY J. BAILEY, M/C WNM-12
PO BOX 321
OKLAHOMA CITY OK 73101-0321

EASEMENT

Work Order #7368884

KNOW ALL MEN BY THESE PRESENTS: THAT **MIDWEST CITY MUNICIPAL AUTHORITY**, a public trust, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, construct, operate, maintain, and reconstruct underground and/or above ground a system of poles, wires, anchors, guy wires, conduits, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation.

The real property covered by this easement is situated in Oklahoma County, State of Oklahoma, and is described as follows:

A part of the **NE/4, SECTION 11, T11N, R2W, I.M.**, being a part of a tract described in a deed recorded in Book 10643, Pages 478-482 at the County Clerk, as described in Exhibit "A" and shown on Exhibit "B", attached hereto and hereby made a part of this easement.

Grantor further covenants and agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (1991) Section 142.1, et. seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim and keep trimmed any trees and foliage on Grantor's property immediately adjacent to the easement granted herein, and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of July, 2016.

Sara Hancock, Secretary

MIDWEST CITY MUNICIPAL AUTHORITY, a public trust

By: _____
Matt Dukes, Chairman

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS;

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of July, 2016, personally appeared Matt Dukes of the Midwest City Municipal Authority, a public trust, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Chairman, and acknowledged to me that he executed the same as his free and voluntary act and deed of such trust, for the uses and purposes therein set forth.

My Commission Expires: _____
Commission # _____

Notary Public

EXHIBIT "A"

To that certain easement from the Midwest City Municipal Authority, a public trust, to Oklahoma Gas and Electric Company.

An Easement in the **NORTHEAST QUARTER (NE1/4) OF SECTION ELEVEN (11), TOWNSHIP ELEVEN (11) NORTH, RANGE TWO (2) WEST** of the Indian Meridian, Oklahoma County, Oklahoma, written by Timothy G. Pollard, PLS 1474, on June 07, 2016, using a Deed Bearing of N89°15'45"E, between existing monument at the Northwest and Northeast Corners of said NE1/4, as a Basis of Bearing and as shown on the attached Easement Sketch, said easement further described as being Ten (10) feet in width, Five (5.00) feet each side of a centerline described as:

COMMENCING at the Northwest corner of said NE1/4;

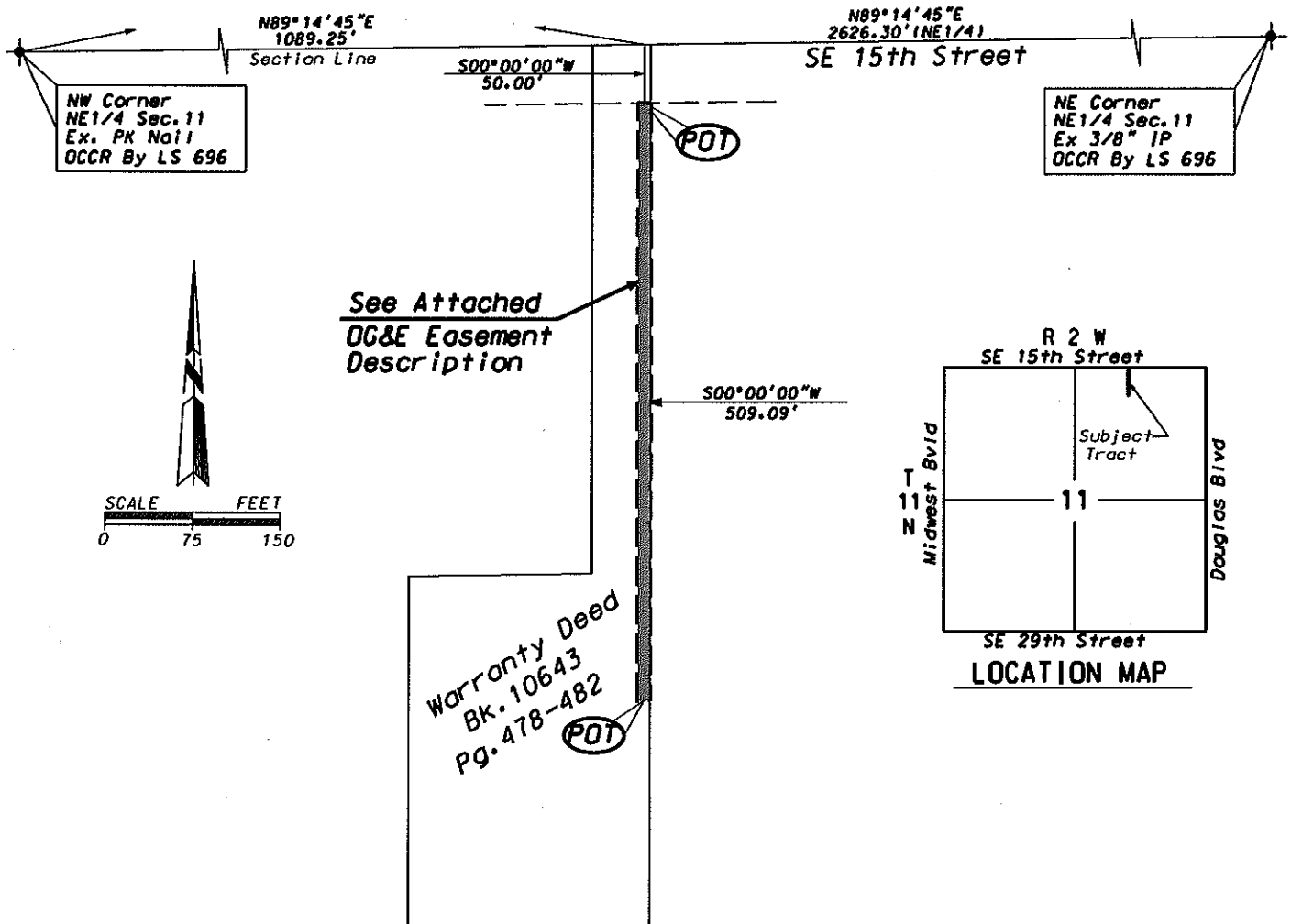
Thence N89°14'45"E, on the North line of said NE1/4, for a distance of 1089.25 feet;

Thence S00°00'00"W for a distance of 50.00 feet to the **POINT OF BEGINNING**, said point being Five (5.00) feet West of the East line of a tract of land as described by Warranty Deed recorded in Book 10643 at Pages 478-482 in the Oklahoma County Clerk's records.

Thence S00°00'00"W and parallel to the East line of said tract, on said centerline, for a distance of 509.09 feet to the **POINT OF TERMINATION**.

EXHIBIT "B"

EASEMENT SKETCH



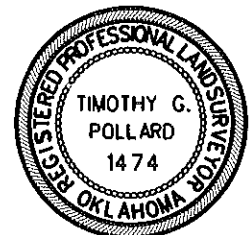
Note: Bearings Are Based On N89°14'45"E Between Existing Monuments at the Northwest and Northeast Corner of the NE1/4 of Section 11, T11N, R2W, 1.M.

(•) - Indicates Existing PK Nail Or Monument as Noted.

(OCCR) - Indicates Oklahoma Certified Corner Record On File With the Oklahoma Department of Libraries, Archives Division.

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.

Timothy G. Pollard
Timothy G. Pollard, PLS 1474
Dated: June 07, 2016



OKLAHOMA GAS AND ELECTRIC COMPANY			
POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CA#2385 EXP 06-30-17 405-366-0001	OG&E EASEMENT SKETCH WO# 7368884 PART OF NE1/4 OF SEC. 11, T11N, R2W, 1M OKLAHOMA COUNTY, OKLAHOMA	REVISIONS:	
DRAWN BY: T. POLLARD DATE: June 07, 2016	FILE #: 11-11n2w.ASC DATE: June 06, 2016	SCALE: 1" = 150'	
APPROVED BY: D. MECKS DATE: June 07, 2016	DRWG #: 11-11n2w.DGN DATE: June 07, 2016	SHEET 1 OF 1	



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: July 26, 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 June 30, 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	516,383	615,828	574,553	502,540	417,056
Actual (MTD)	368,618	555,622	398,995	602,341	466,410	278,641	327,078	477,464	523,016	593,390	405,609	366,136
Budgeted (YTD)	415,653	1,070,112	1,539,213	2,165,166	2,682,303	3,088,946	3,474,204	3,990,587	4,606,415	5,180,968	5,683,508	6,100,564
Actual (YTD)	368,618	924,240	1,323,235	1,925,576	2,391,986	2,670,627	2,997,705	2,475,169	3,998,185	4,591,575	4,997,183	5,363,319

Expenses

Budgeted (MTD)	484,903	555,499	488,849	558,297	506,550	470,492	468,588	491,614	562,689	567,092	492,597	483,163
Actual (MTD)	467,394	527,910	464,834	527,746	483,374	467,189	413,287	483,039	499,838	564,893	428,981	443,108
Budgeted (YTD)	484,903	1,041,022	1,529,871	2,088,168	2,594,718	3,065,210	3,533,798	4,025,412	4,588,101	5,155,193	5,647,790	6,130,953
Actual (YTD)	467,394	995,304	1,460,138	1,987,884	2,471,258	2,938,447	3,351,734	3,834,773	4,334,611	4,899,504	5,328,485	5,771,593

Revenue vs. Expenses

Budgeted (MTD)	(69,250)	97,960	(19,748)	67,656	10,587	(63,849)	(83,330)	24,769	53,139	7,461	9,943	(66,107)
Actual (MTD)	(98,776)	27,712	(65,839)	74,595	(16,964)	(188,548)	(86,209)	(5,575)	23,178	28,497	(23,373)	(76,972)
Budgeted (YTD)	(69,250)	29,090	9,342	76,998	87,585	23,736	(59,594)	(34,825)	18,314	25,775	35,718	(30,389)
Actual (YTD)	(98,776)	(71,064)	(136,903)	(62,308)	(79,272)	(267,820)	(354,029)	(359,604)	(336,426)	(307,929)	(331,302)	(408,274)

Key Indicators

Hotel Room Revenue	237,624	303,370	238,484	261,573	247,784	130,269	167,169	240,719	288,416	285,579	269,376	241,921
Food and Banquet Revenue	152,583	215,499	194,501	300,137	188,236	148,485	131,994	194,679	212,364	267,474	124,564	112,799

Fiscal Year 2014-2015

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)



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

July 26, 2016 - 7:02 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Memorial Hospital Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all trustees, or members of the audience wish to discuss a proposed item with the trustee, that item will be removed and heard in regular order.
 - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of July 12, 2016, as submitted. (Secretary - S. Hancock)
 - 2. Discussion and consideration of passing and approving a resolution releasing the unappropriated fund balance at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; and amending the budget for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budget as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016. (Finance - F. Chen)
- C. DISCUSSION ITEMS.
 - 1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (City Clerk - S. Hancock)
- D. NEW BUSINESS/PUBLIC DISCUSSION.
- E. EXECUTIVE SESSION.
 - 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session. (City Manager - G. Henson)
- F. ADJOURNMENT.



CONSENT AGENDA



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

**MINUTES OF THE REGULAR STAFF BRIEFING FOR
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

July 12, 2016 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Pat Byrne.

Chairman Dukes called the meeting to order at 6:44 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for July 12, 2016. The trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 6:44 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

**MINUTES OF THE REGULAR MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY MEETING**

July 12, 2016 - 7:02 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Pat Byrne.

Chairman Dukes called the meeting to order at 8:19 p.m.

Consent Agenda. Motion was made by Allen, seconded by Reed, to approve the items on the consent agenda, as submitted.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of June 28, 2016, as submitted.
2. Discussion and consideration of ratifying the approval of the management representation letter to Grant Thornton LLP and the acceptance of the associated Combined Financial Statements and Report of Certified Public Accountants of STC II, LLC for calendar years ending December 31, 2012 and December 31, 2013.

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

Discussion Item.

1. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was needed or taken on this item.

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

Trustee Moore left the meeting at 8:20 p.m.

Executive Session.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.** Motion was made by McClure, seconded by Allen, to go into executive session. Voting aye: McClure, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Byrne and Moore. Motion carried. The trustees went into executive session at 8:20 p.m. Chairman Dukes reconvened the meeting in open session at 8:48 p.m. Motion was made by Reed, seconded by Allen, to authorize the general manager/administrator to sell the property located at 2500 South Air Depot Boulevard for \$157,400. Voting aye: McClure, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.

Trustee Moore returned to the meeting.

Adjournment. There being no further business, motion was made by McClure, seconded by Allen, to adjourn. Voting aye: McClure, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried. The meeting adjourned at 8:49 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359
E-mail: ghenson@midwestcityok.org

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matthew D. Dukes II
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
M. Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

SUBJECT: Discussion and consideration of passing and approving a resolution releasing the unappropriated fund balance at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; and amending the budget for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budget as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016.

Staff recommends that the resolution be adopted with the amount provided.

Frank Chen

Frank Chen

Deputy Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. HA 2016-_____

A RESOLUTION RELEASING UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2016 TO BE MADE AVAILABLE FOR FISCAL YEAR 2016-2017; AND AMENDING THE BUDGET FOR FISCAL YEAR 2016-2017 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2015-2016 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2016, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2016.

WHEREAS, it is the Hospital Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2016 as chargeable to the FY 2015-2016 budget, renew those same commitments effective July 1, 2016, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2016-2017 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Memorial Hospital Authority have determined it in the best interest of the Hospital Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2016, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2016, formerly charged against and payable from FY 2015-2016 budget, are hereby cancelled and renewed effective July 1, 2016, to be charged against and payable from additional FY 2016-2017 fiscal year budget amounts to be provided through budget amendments effective July 1, 2016.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2016, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2015-2016 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2016-2017 fiscal year effective July 1, 2016. The FY 2016-2017 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2016 and chargeable to and payable from FY 2016-2017 budget.

Compounded Principal (425-9010)	\$ 96,084
Discretionary/Misc (425-9050)	\$2,901,718
In Lieu of Taxes/ROR/Misc (425-9060)	\$3,436,226

PASSED AND APPROVED by the trustees of the Midwest City Memorial Hospital Authority this 26th day of July, 2016.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 26th day of July, 2016.

KATHERINE BOLLES, City Attorney



DISCUSSION ITEMS





Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matt Dukes
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: July 26, 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

Sara Hancock, Secretary



EXECUTIVE SESSION





Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359
E-mail: GHenson@MidwestCityOK.org

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matt Dukes
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: July 26, 2016

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session.

Appropriate information will be provided in executive session.

J. GUY HENSON
General Manager/Administrator



NEW BUSINESS/
PUBLIC DISCUSSION





UTILITIES AUTHORITY AGENDA



MIDWEST CITY MEMORIAL SPECIAL UTILITIES AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard
July 26, 2016 - 7:03 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Memorial Utilities Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all trustees, or members of the audience wish to discuss a proposed item with the trustee, that item will be removed and heard in regular order.
 - 1. Discussion and consideration of approving the minutes of the special meeting of July 12, 2016, as submitted. (City Clerk - S. Hancock)
 - 2. Discussion and consideration of passing and approving a resolution releasing the unappropriated fund balance at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; amending the budget for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budget as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016. (Finance - F. Chen)
 - 3. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Utilities Authority Fund, revenue/Transfers In (00) \$60,424. (Finance - F. Chen)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



CONSENT AGENDA



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

MINUTES OF THE STAFF BRIEFING FOR
MIDWEST CITY UTILITIES AUTHORITY SPECIAL MEETING

July 12, 2016 – 6:00 p.m.

This meeting was held in the Midwest City Council Conference Room on the second floor of the City Hall of Midwest City, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Pat Byrne.

Chairman Dukes called the meeting to order at 6:45 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Utilities Authority agenda for July 12, 2016. The trustees had no questions about any of the items on the agenda.

Chairman Dukes closed the meeting at 6:45 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

MINUTES OF MIDWEST CITY
UTILITIES AUTHORITY SPECIAL MEETING

July 12, 2016 – 7:04 p.m.

This special meeting of the Midwest City Utilities Authority was held in the Council Chambers, City of Midwest City, County of Oklahoma, State of Oklahoma on July 12, 2016 with the following members present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Trustee Pat Byrne.

Chairman Dukes called the meeting to order at 8:50 p.m.

Discussion Item.

1. **Discussion and consideration of approving the minutes of the special meetings of June 14, 2016, as submitted.** Motion was made by Reed, seconded by Allen, to approve the minutes, as submitted. Voting aye: McClure, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried.

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

Executive Session.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O. S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.** The trustees did not enter into executive session and no action was taken on this item..

Adjournment. There being no further business, motion was made by McClure, seconded by Allen, to adjourn. Voting aye: McClure, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried.

The meeting adjourned at 8:51 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Utilities Authority

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

SUBJECT: Discussion and consideration of passing and approving a resolution releasing the unappropriated fund balance at the close of day June 30, 2016 to be made available for fiscal year 2016-2017; amending the budget for fiscal year 2016-2017 to include the released appropriations from the fiscal year 2015-2016 budget as supplemental appropriations; and, effective July 1, 2016, renewing encumbrance commitments canceled at the close of day June 30, 2016.

Staff recommends that the resolution be adopted with the amounts provided.

Frank Chen

Deputy Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. UA 2016-_____

A RESOLUTION RELEASING THE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2016 TO BE MADE AVAILABLE FOR FISCAL YEAR 2016-2017; AND AMENDING THE BUDGET FOR FISCAL YEAR 2016-2017 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2015-2016 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2016, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2016.

WHEREAS, it is the Utilities Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2016 as chargeable to the FY 2015-2016 budget, renew those same commitments effective July 1, 2016, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2016-2017 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Utilities Authority have determined it in the best interest of the Utilities Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2016, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY UTILITIES AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2016, formerly charged against and payable from FY 2015-2016 budget, are hereby cancelled and renewed effective July 1, 2016, to be charged against and payable from additional FY 2016-2017 fiscal year budget amounts to be provided through budget amendments effective July 1, 2016.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2016, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2015-2016 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2016-2017 fiscal year effective July 1, 2016. The FY 2016-17 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2016 and chargeable to and payable from FY 2016-2017 budget.

Midwest City Utilities Authority Fund (193-8710) \$ 4,860

PASSED AND APPROVED by the trustees of the Midwest City Utilities Authority this 26th day of July, 2016.

MIDWEST CITY UTILITIES AUTHORITY, a
public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 26th day of July, 2016.

KATHERINE BOLLES, City Attorney



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Utilities Authority

FROM: Frank Chen, Deputy Finance Director

DATE: July 26, 2016

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Utilities Authority Fund, revenue/Transfers In (00) \$60,424.

The supplement is needed to roll forward budgeted transfer in from Grants Fund to Utilities Authority Fund from fiscal year 2015-2016 to current fiscal year.

Frank Chen

Deputy Finance Director

SUPPLEMENTS

July 26, 2016

Fund UTILITIES AUTHORITY (193)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	60,424			
		60,424	0	0	0
Explanation: To roll forward budgeted transfer in from Grants Fund from fiscal year 2015-2016 to current fiscal year.					



NEW BUSINESS/
PUBLIC DISCUSSION

