



## MIDWEST CITY MEETINGS

FOR OCTOBER 13, 2020

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The regular Council/Authority/Commission meetings are streamed live on the City of Midwest City Government Facebook page as @MidwestCityOK at <https://www.facebook.com/MidwestCityOK/>.

The recorded video will be available on the City's YouTube channel: [Bit.ly/youtubemwc](https://bit.ly/youtubemwc) and the City's website: [www.midwestcityok.org](http://www.midwestcityok.org) within 48 hours. The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>.

To make a special assistance request, call 739-1213 or email [bbundy@midwestcityok.org](mailto:bbundy@midwestcityok.org) no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the Chamber for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.

The CDC recommendations will be followed to the extent allowed by the Oklahoma Open Meetings Act and temporary Amendment. Please stay home if you or anyone in your household is sick or think they may have had a COVID-19 exposure. If attending in person, please practice social distancing and wear a mask to protect yourself and others.



## CITY OF MIDWEST CITY COUNCIL AGENDA

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

October 13, 2020 – 6:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Carl Albert JROTC Cadets
- Community-related announcements and comments

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

1. Discussion and consideration to approve the minutes of the September 22, 2020 regular meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustment to the following fund for FY 2020-2021, increase: Police Fund, revenue/Intergovernmental (00) \$18,648; expenses/Police Department (62) \$8,648; expenses/Transfer Out (62) \$10,000. Police Capital Fund, revenue/Transfer in (00) \$10,000; expenses/Police Department (62) \$10,000. Police Fund, expenses/Police Department (62) \$49,800; expenses/Transfer Out (62) \$889,906. Police Capital Fund, revenue/Transfer in (00) \$889,906; expenses/Police Department (62) \$889,906. (C. Barron - Finance)
3. Discussion and consideration of accepting maintenance bonds from Commercial Construction Services, L.L.C. in the amount of \$2,672.00, respectively. (Public Works - P. Menefee)
4. Discussion and consideration of entering into a contract agreement with Downey Contracting, L.L.C. in the amount of \$5,066,850.00 for the construction and installation of the new Booster Pump Station and Storage Tank Reconstruction funded by the 2018 G.O. Bond proposal. (Public Works - P. Menefee)
5. Discussion of a proposal and contract from Johnson and Associates to assist in amending the Midwest City Subdivision Regulations regarding waivers and drainage. (Community Development - B. Harless)
6. (TS-444) Discussion and consideration of adding TRAFFIC CALMING measures along the 9000 block of Cardinal Place and building road extensions along Woodland Drive north to N.E. 10th Street and N.E. 6th Street from Briarwood Drive to Moraine Avenue. (Public Works - P. Menefee)
7. (TS-443) Discussion and consideration of adding a SLOW CHILDREN AT PLAY sign along Covington Lane. (Public Works - P. Menefee)

8. Discussion and consideration of restricting public vehicular access to Morris McGee Drive from October 21, 2020 to January 8, 2021 to only that associated with Holiday Lights Spectacular. (Communications - C. Koos)

D. DISCUSSION ITEMS.

1. (PC - 2043) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-4, General Commercial district, subject to staff comments, for the property addressed as 2224 S. Air Depot Boulevard. No action was taken on this item at the July 28, 2020 or August 11, 2020 Council meetings. (Community Development - B. Harless)
2. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council ; Section 2-11, Time of Regular Meetings of Council; and providing for repealer and severability. (City Clerk - S. Hancock)
3. Discussion and Consideration of an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, by amending Article II, City Council, Section 2-17, “Elected Official Accountability Act and Ethics Policy,”; and providing for repealer and severability; and approving code of conduct to be signed by councilmembers. (City Attorney - H. Poole)
4. Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, by taking Article X out of reserve and entitling it, Medical Marijuana Businesses, taking the following sections out of reserve and entitling them: Section 9-616, Certificate of Compliance and Section 9-617, Fees; and Providing for Repealer and Severability. (Community Development – B. Harless)
5. Discussion and consideration of an ordinance amending Chapter 15, Fire Protection and Prevention, of the Midwest City Code, by amending Article II, In General, Division 1, Generally, and by taking Section 15-29 out of reserve and entitling it “Failure to Maintain”; establishing an effective date; and providing for repealer and severability. (Fire - B. Norton)
6. Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses – Miscellaneous, Article IV, Offenses Against Property, by amending Section 28-57, Petit Larceny; Establishing an effective date; and providing for repealer and severability. (City Prosecutor - V. Floyd)
7. Discussion and consideration of an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal, and Stormwater Quality, of the Midwest City Code; by amending Article II, Water; Division 1, Generally; Section 43-18; Section 43-32; Division 3, Meters; Section 43-54; Article III, Sewers and Sewage Disposal, Sections 43-106 and 43-109; Division 5, Other Provisions Relating to Taps and Connections, Sections 43-166 and 43-178; Establishing an effective date; and providing for repealer and severability. (Public Works - P. Streets)

- E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**
- F. FURTHER INFORMATION.
1. Review of the Regional Transportation Authority (RTA) Agenda for the September 16, 2020 Board of Director's meeting. (Community Development - B. Harless)
- G. ADJOURNMENT.





**MIDWEST CITY**

*Where the Spirit Flies High*

CONSENT AGENDA



Notice for the Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

### **Midwest City Council Minutes**

September 22, 2020

This meeting was held in the Midwest City Chambers at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:07 PM with following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors and with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Rick Favors. Community-related announcements and comments were made. Mayor read proclamations for "Ovarian Cancer Awareness Month" and "Constitution Week".

CONSENT AGENDA. Allen made a motion to approve the consent agenda, as submitted, seconded by Byrne. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Motion carried.

1. Discussion and consideration to approve the minutes of the September 8, 2020 regular meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustment to the following fund for FY 2020-2021, increase: Reimbursed Projects, revenue/Intergovernmental (39) \$20,037; expenses/Grants Management (39) \$20,037. General Fund, expenses/Municipal Court (12) \$3,544. Grants, revenue/Intergovernmental (62) \$7,617; expenses/Police (62) \$7,617. Fire Fund, expenses/Fire (040) \$15,600.
3. Discussion and consideration of accepting the City Manager's Report for the month of August 2020.
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055200431 from the State Department of Environmental Quality for a sanitary sewer extension to serve the City of Midwest City Habitat for Humanity Sewerline Extension Project, at approximately 8708 NE 5th Street.
6. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055200430 from the State Department of Environmental Quality for a water line extension to serve the City of Midwest City Habitat for Humanity Waterline Extension Project, at approximately 8708 NE 5th Street.

7. Discussion and consideration of approving a federal aid programming Resolution 2020-20 for inclusion into the FFY 2022-2025 Transportation Improvement Plan for a project known as “Signal Upgrade Phase 4; Improving multiple signals at various locations throughout the city.”
8. Discussion and consideration of approving a federal aid programming Resolution 2020-24 for inclusion into the FFY 2022-2025 Transportation Improvement Plan for a project to resurface Midwest Boulevard from SE 29th Street to NE 10th Street for a total cost of \$3,773,584.90 with the City’s matching share of \$943,396.23.
9. Discussion and consideration of entering into and approving an Agreement for Professional Services with Poe and Associates, Inc. in the amount of \$165,033 to prepare plans for resurfacing Midwest Boulevard from SE 29th Street to NE 10<sup>th</sup> Street. Additional services of \$76,334 are provided in the agreement if requested and warranted in the design.
10. Discussion and consideration of approving a federal aid programming Resolution 2020-23 for inclusion into the FFY 2022-2025 Transportation Improvement Plan for a project to resurface Post Road from Reno Avenue to NE 10th Street for a total cost of \$597,100.00, with City's match of \$119,420.00.
11. Discussion and consideration of approving a federal aid programming Resolution 2020-22 for inclusion into the FFY 2022-2025 Transportation Improvement Plan for a project known as “Signal Upgrade Phase 5; Improving multiple signals at various locations throughout the city.”
12. Discussion and consideration of approving a federal aid programming Resolution 2020-21 for inclusion into the FFY 2022-2025 Transportation Improvement Plan for a project known as “Striping City Wide, Various Locations, Phase 5.”
13. Discussion and consideration of entering into and approving an Agreement for Professional Services with H.W. Lochner, Inc. in the amount of \$60,700 to prepare a bridge feasibility report for the Crutch Creek and Kuhlman Creek bridges on SE 29<sup>th</sup> Street.
14. Discussion and consideration of accepting maintenance bonds from Jordan Contractors, Inc. in the amount of \$1,050.00, respectively.
15. Discussion and consideration of appointing Kim Morphis as Cy Valandjad's replacement for a two-year term to the Midwest City Traffic and Safety Commission.
16. Discussion and consideration of reappointing Dean Hinton to the Planning Commission for an additional three-year term.
17. Discussion and consideration of declaring as surplus the items of found property and seized non-drug evidence on the attached list, and authorizing their disposal through conversion for use by the City of Midwest City, sealed bid or public auction, or destruction in the case of items posing a threat to the general safety of the general public.

DISCUSSION ITEMS.

1. **(PC – 2049) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of communication services: towers/antennas in the C-3, Community Commercial District for the property described as a part of the NE/4 of section 4 T-11-N, R-2-W, located at 207 S. Air Depot Boulevard.** B. Harless addressed the Council, after discussion, Byrne made a motion to approve Resolution 2020-17, seconded by Bowen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Absent: None. Motion carried.
2. **(PC – 2050) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of communication services in the R-6, Single Family Detached Residential District for the property described as a part of the SE/4 of section 31 T-12-N, R-1-W, located at 10713 E. Reno Avenue.** Byrne made motion to approve Resolution 2020-18, seconded by Bowen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Absent: None. Motion carried.
3. **(PC – 2051) Discussion and consideration of approval of the proposed preliminary plat of The Curve, described as a part of the SW/4 of Section 8, T11N, R1W, located at 11004 SE 28th Street. Planning Commission continued this item to October.** No Action Taken.
4. **(PC-2052) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to O-2, General Office and a resolution to amend the Comprehensive Plan from COMM, Commercial to OR, Office Retail, for the property described as part of Leavitts SE 15th St. Acres, addressed as 1120 S. Post Road.** B. Harless and Jeff Moore, 516 N Cedar, addressed council. After discussion, Favors made motion to approve Ordinance 3420 and Resolution 2020-19, seconded by Eads. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Absent: None. Motion carried.
5. **Discussion and consideration of awarding the bid for an onsite turnkey vehicle and equipment parts operation to O'Reilly Auto Parts.** No Action Taken.
6. **Discussion and Consideration of approving an ordinance amending Chapter 11, City Emergency Management, Section 11-4, Face Covering and Social Distancing During “COVID-19 Pandemic Emergency”; and providing for repealer and severability.**

Phil Maytubby, OKC County Health Department representative presented information. Lori Williams, 1200 S. Westminster; Jana Boerger, 1276 Three Oaks Circle; Lindsay Oudit, 912 Covington Ln.; and Jason Moody, 243 Randall Dr., addressed Council. Email from Rev. Gary and Nancy Mitchell, 1800 Oakwood, requested email be read.

After discussion, Byrne made a motion to approve Ordinance 3421, after amending Section 1. Expiration date of October 27, 2020; or if less than 5% of the test in Oklahoma County are positive for more than two consecutive weeks, seconded by Reed. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Absent: None. Motion carried.

Eads made a motion to approve the emergency clause, seconded by Byrne. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Absent: None. Motion carried.



NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 7:36 PM.

ATTEST:

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

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



**Finance Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
cbarron@midwestcity.org  
Office: 405-739-1245  
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: October 13, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustment to the following fund for FY 2020-2021, increase: Police Fund, revenue/Intergovernmental (00) \$18,648; expenses/Police Department (62) \$8,648; expenses/Transfer Out (62) \$10,000. Police Capital Fund, revenue/Transfer in (00) \$10,000; expenses/Police Department (62) \$10,000. Police Fund, expenses/Police Department (62) \$49,800; expenses/Transfer Out (62) \$889,906. Police Capital Fund, revenue/Transfer in (00) \$889,906; expenses/Police Department (62) \$889,906.

The first and second supplements are needed to budget revenue and expenses to purchase the new K-9 for the Police Department. The third supplement is needed to budget additional training expenses & transfer out for additional capital outlay and small tools & equipment expenses for the Police Department. The fourth supplement is needed to budget the transfer in & additional capital outlay and small tools & equipment expenses for the Police Department.

Christy Barron  
Finance Director

**SUPPLEMENTS**  
**October 13, 2020**

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		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	Intergovernmental	18,648			
62	Police Department			8,648	
62	Transfer Out			10,000	
		<u>18,648</u>	<u>0</u>	<u>18,648</u>	<u>0</u>

**Explanation:**  
To budget revenue, expense and transfer out from donations to purchase new K-9.

Fund POLICE CAPITAL (021)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		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	Transfer In	10,000			
62	Police Department			10,000	
		<u>10,000</u>	<u>0</u>	<u>10,000</u>	<u>0</u>

**Explanation:**  
To budget transfer in and expense to purchase new K-9.

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Police Department			49,800	
62	Transfer Out			889,906	
		<u>0</u>	<u>0</u>	<u>939,706</u>	<u>0</u>

**Explanation:**  
To budget additional training expenses & transfer out for additional capital outlay & small tool & equipment expenses. Funding to come from fund balance.

Fund POLICE CAPITAL (021)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		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	Transfer In	889,906			
62	Police Department			889,906	
		<u>889,906</u>	<u>0</u>	<u>889,906</u>	<u>0</u>

**Explanation:**  
To budget transfer in & additional capital outlay (\$858,256) & small tools & equipment (\$31,650) expenses. Funding to come from fund balance.



**Public Works Administration**

**R. Paul Streets, Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

405-739-1061

**Patrick Menefee, Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062

8730 S.E. 15<sup>th</sup> Street,

Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: October 13th, 2020

Subject: Discussion and consideration of accepting maintenance bonds from Commercial Construction Services, L.L.C. in the amount of \$2,672.00, respectively.

The one year maintenance bonds from Commercial Construction Services, L.L.C. are for the water line improvements constructed for the Rose State Student Union located at 6420 S.E. 15th Street.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,  
Public Works City Engineer  
Attachment

**DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS**

**MAINTENANCE BOND**

BOND NUMBER CBB0054267

KNOW ALL BY THESE PRESENTS that we, COMMERCIAL CONSTRUCTION SERVICES, LLC,  
as Principal, and NATIONAL AMERICAN INSURANCE COMPANY,  
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation  
in the state of Oklahoma, in the full and just sum of Twenty six hundred seventy two and no/100's dollars  
(\$ 2,072.00), such sum being not less than ten percent (10%) of the total contract price to  
construct or install Public Water and Sewer Utilities for Rose State College New Student Center, 6420 SE 15 Midwest City OK (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 CMS WILLOWBROOK, INC., dated the 30th day of  
NOVEMBER, 2018, 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 29th day of MARCH, 2019.

COMMERCIAL CONSTRUCTION SERVICES, LLC

Principal

By [Signature]

ATTEST:

[Signature]  
Secretary

NATIONAL AMERICAN INSURANCE COMPANY

Surety

By [Signature]  
VICKY COURTNEY, Attorney in Fact

ATTEST:

[Signature]  
Secretary

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

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

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

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

\_\_\_\_\_  
Mayor

NATIONAL AMERICAN INSURANCE COMPANY  
CHANDLER, OKLAHOMA  
POWER OF ATTORNEY

Number: CBB0054267

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Arthur A. Ricketts, Kim Kingery, Vicky Courtney

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

On this 26<sup>th</sup> day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of 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.



*Janet Taylor*

Notary Public  
My Commission Expires April 8, 2022  
Commission #02006203

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 29 day of March, 2019



*R. Patrick Gilmore*

R. Patrick Gilmore, Secretary



**Public Works Administration**

**R. Paul Streets, Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

405-739-1061

**Patrick Menefee, Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: October 13th, 2020

Subject: Discussion and consideration of entering into a contract agreement with Downey Contracting, L.L.C. in the amount of \$5,066,850.00 for the construction and installation of the new Booster Pump Station and Storage Tank Reconstruction funded by the 2018 G.O. Bond proposal.

The accompanying proposed agreement is for the construction and installation of the new Booster Pump Station and Storage Tank Reconstruction. The facility will be located approximately at 1605 Felix Place. The facility's construction is funded through the 2018 G.O. Bond proposal. Attached is the detailed bid tab tabulated from the five bidders and the engineer's estimate. A letter of recommendation is also included from the design engineer, Garver Engineering.

Entering into the contract agreement is at the discretion of the City Council.

Patrick Menefee, P.E.,  
City Engineer  
Attachment



1016 24<sup>th</sup> Avenue NW  
Norman, OK 73069

TEL 405.329.2555  
FAX 405.329.3555

www.GarverUSA.com

September 28, 2020

Mr. Patrick Menefee  
City of Midwest City  
8730 SE 15th St  
Midwest City, OK 73110

Re: Booster Pump Station and Storage Tank Reconstruction  
Recommendation of Award

Dear Mr. Menefee:

Bids were received for the Midwest City Booster Pump Station and Storage Tank Reconstruction project by the Office of the City Clerk at 100 North Midwest Boulevard, Midwest City, OK at 2:00 PM on Tuesday, September 22, 2020. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received, a checklist of submitted items from each bidder, and the low bidder's "Statement of Bidder's Qualifications" are enclosed with this letter.

A total of five (5) bids were received on the project. Downey Contracting submitted the low bid for the project in the amount of \$5,066,850. The highest bid received was \$5,969,900. The latest Engineer's Opinion of Probable Cost submitted to the City was \$5,703,000, which is 3.1% greater than the average bid of \$5,532,980. We note that this amount is different than the \$5.56m written as the Engineer's Estimate in the handwritten bid tabulation provided to us. A check of the bid totals revealed an error in the bid amount stated by Wynn Construction but after correction, there is no change in overall placings of bids received by value.

A check of the bid documents supplied showed some issues with the documentation received from Crossland Heavy Construction and BRB Contractors. No issues were noted with the bid documentation provided by Downey Contracting.

A review of their current and past projects shows that Downey Contracting has a wide range of experience in water projects and other types of construction. Past projects listed included a ground storage tank and a booster pump station. We also noted that Downey Contracting undertook work for the City in the past.

The Base Bid results in a final contract price of **five million sixty-six thousand eight hundred and fifty dollars (\$5,066,850)**, if the project is awarded to Downey Contracting. Garver believes that the bid submitted by Downey Contracting is responsive, and represents a good value for the City of Midwest City. Contingent upon approval by the Midwest City Council, Garver recommends that the construction contract for the Booster Pump Station and Storage Tank Reconstruction project be awarded to Downey Contracting.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

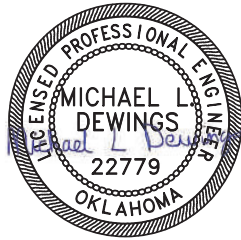
Michael L. Dewings, P.E.  
Project Manager

Attachments: Booster Pump Station and Storage Tank Reconstruction Bid Tabulation  
Booster Pump Station and Storage Tank Reconstruction Bidder Checklist  
Downey Contracting Statement of Bidder's Qualifications



MIDWEST CITY  
 BOOSTER PUMP STATION AND STORAGE TANK RECONSTRUCTION  
 BID TABULATION  
 BID OPENING: SEPTEMBER 22, 2020; 2:00 PM

BASE BID BID ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		DOWNEY CONTRACTING		CROSSLAND HEAVY CONSTRUCTION		WYNN CONSTRUCTION		BRB CONTRACTORS		YOUNG CONTRACTING	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$134,000.00	\$134,000.00	\$134,000.00	\$134,000.00	\$150,000.00	\$150,000.00	\$50,000.00	\$50,000.00	\$173,570.00	\$173,570.00	\$170,000.00	\$170,000.00
2	TRENCH SAFETY SYSTEM	LS	1	\$99,000.00	\$99,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$5,800.00	\$5,800.00	\$12,000.00	\$12,000.00
3	BOOSTER PUMP STATION AND STORAGE TANK	LS	1	\$5,165,000.00	\$5,165,000.00	\$4,648,000.00	\$4,648,000.00	\$5,029,000.00	\$5,029,000.00	\$5,180,000.00	\$5,180,000.00	\$5,213,000.00	\$5,213,000.00	\$5,556,000.00	\$5,556,000.00
4	CONTINGENCY CONCRETE PAVING	SY	50	\$60.00	\$3,000.00	\$85.00	\$4,250.00	\$80.00	\$4,000.00	\$135.00	\$6,750.00	\$95.00	\$4,750.00	\$70.00	\$3,500.00
5	CONTINGENCY OVER EXCAVATION	CY	5,800	\$25.00	\$145,000.00	\$12.00	\$69,600.00	\$8.00	\$46,400.00	\$21.00	\$121,800.00	\$14.55	\$84,390.00	\$8.00	\$46,400.00
6	CONTINGENCY GRANULAR BACKFILL	CY	1,800	\$45.00	\$81,000.00	\$55.00	\$99,000.00	\$30.00	\$54,000.00	\$81.00	\$145,800.00	\$46.55	\$83,790.00	\$50.00	\$90,000.00
7	TANK MIXING EQUIPMENT	LS	1	\$76,000.00	\$76,000.00	\$97,000.00	\$97,000.00	\$85,000.00	\$85,000.00	\$69,400.00	\$69,400.00	\$80,700.00	\$80,700.00	\$92,000.00	\$92,000.00
<b>BASE BID TOTAL</b>					\$5,703,000.00		\$5,066,850.00		\$5,393,400.00		\$5,588,750.00		\$5,646,000.00		\$5,969,900.00



Digitally Signed 09/25/2020



MIDWEST CITY  
 BOOSTER PUMP STATION AND STORAGE TANK RECONSTRUCTION  
 BIDDER CHECKLIST  
 BID OPENING: SEPTEMBER 22, 2020; 2:00 PM

Bidder	Bid Bond or Surety Bond or Cashier's Check	Bid	Certification of Pre-Bid Site Inspection	Statement of Bidder's Qualifications	Business Relationships Affidavit	Bid Affidavit	Non-Collusion Affidavit	Acknowledgement of All Addenda	Notarized and Notary up to dated	NOTES
DOWNEY CONTRACTING	✓	✓	✓	✓	✓	✓	✓	✓	✓	
CROSSLAND HEAVY CONSTRUCTIO	✓	✓	MISSING DATES	SIGNATURE MISSING	✓	✓	✓	✓	✓	Date of site inspection was not filled in, signature in wrong place on statement of qualifications
WYNN CONSTRUCTION	✓	✓	✓	✓	✓	✓	✓	✓	✓	
BRB CONTRACTORS	✓	✓	✓	✓	✓	✓	✓	✓	✓	Last page of supplementary "Certified Copy of Resolution of Board of Directors of BRB Contractors, Inc." was not notarized; however, this document was not required
YOUNG CONTRACTING	✓	MISSING SEAL	✓	✓	✓	✓	✓	✓	✓	Corporate seal absent from bid



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

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Current Planning Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

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

**Date:** October 13, 2020

**Subject:** Discussion of a proposal and contract from Johnson and Associates to assist in amending the Midwest City Subdivision Regulations regarding waivers and drainage.

Attached is a proposal from Johnson and Associates, regarding review and amendment for the Midwest City Subdivision Regulations. The scope of work includes research and due diligence, subdivision regulation amendments and representation and drainage ordinance review, representation and adoption.

If approved by this committee, the attached contract will be forwarded to the City Council for approval to begin the process.

The Ordinance Review Committee recommended approval of this item on September 28, 2020.

Action is at the discretion of the City Council.

A handwritten signature in black ink, appearing to read "Billy Harless".

Billy Harless, AICP  
Community Development Director

KG

August 18, 2020

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

Attention: Ms. Kellie Gilles

**RE: Subdivision Regulation Review and Amendment: Planning Services  
Proposal**

Dear Kellie:

Thank you for this opportunity to submit a proposal to you regarding the abovementioned project. Following is a list of the services we understand to be necessary, along with the associated cost.

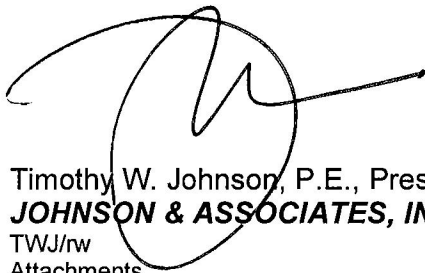
**Discretionary Services:**

Research and Due Diligence	Hourly, Not to Exceed	\$ 5,000.00
Subdivision Regulation Amendments and Representation		\$13,000.00
Drainage Ordinance Review, Representation and Adoption		<u>\$15,000.00</u>
<b>Total</b>		<b>\$33,000.00</b>
Additional Public Hearing Representation (after first six)		<b>\$ 1,000.00 Per Hearing</b>

Please note that the technical and pricing information contained in any correspondence or proposal submitted by Johnson & Associates is considered confidential and proprietary. It should not be released or otherwise be made available to any third party without the express, written consent of Johnson & Associates.

Again, we do appreciate this opportunity and look forward to continuing a good working relationship with you. Should you have any questions, comments or wish to discuss any of the above, please do not hesitate to contact me. I look forward to hearing from you soon.

Respectfully Submitted,



Timothy W. Johnson, P.E., President  
**JOHNSON & ASSOCIATES, INC.**

TWJ/rw

Attachments

cc: Mark Zitzow, Planner  
Mike Bolka, Accounting  
Rachel Whitcomb, TJ File  
Proposal File

G:\UJ-A\Proposals\Engineering\MWC\L MWC Subdivision Regs 200818.docx

Johnson & Associates, Inc.  
Billing Rate(s)  
Effective January 1, 2020

<i>Principal Engineer</i>	\$210.00
<i>Registered Engineer</i>	\$165.00
<i>Non-Registered Engineer</i>	\$120.00
<i>CAD Operator</i>	\$95.00
<i>Engineering Intern</i>	\$75.00
<i>Registered Inspector</i>	\$95.00
<i>Inspector</i>	\$80.00
<i>Survey Crew</i>	\$155.00
<i>Principal Surveyor</i>	\$160.00
<i>Registered Land Surveyor</i>	\$135.00
<i>Survey Coordinator</i>	\$115.00
<i>Survey Technician</i>	\$95.00
<i>Planner</i>	\$105.00
<i>Planning Intern</i>	\$75.00
<i>Administration</i>	\$50.00



**CONSULTING SERVICES**  
**SUBDIVISION AND DRAINAGE REGULATIONS:**  
REVIEW AND UPDATES FOR THE CITY OF  
MIDWEST CITY

August 2020





Johnson & Associates is a full-service civil engineering firm with more than 400 years of combined local and national experience. As a staff of more than 50, we are responsive, flexible, and efficient in our approach and have an established reputation for the superior quality of our work and the character of our people.

## EXPERTISE

### ENGINEERING



**CIVIL DESIGN**  
**SITE DEVELOPMENT**  
**WATER DISTRIBUTION SYSTEMS**

### SURVEYING



**LAND DEVELOPMENT SERVICES**  
**CONSTRUCTION SERVICES**  
**TOPOGRAPHIC SERVICES**  
**AERIAL IMAGING**

### URBAN PLANNING



**LAND USE / ZONING & PERMITTING**  
**SITE MASTER PLANNING**  
**MUNICIPAL CONSULTING**  
**URBAN DESIGN**  
**COMPREHENSIVE PLANNING**

### TRAFFIC ENGINEERING & PLANNING



**TRAFFIC COUNTING & DATA PROCESSING**  
**TRAFFIC IMPACT STUDIES**  
**SIGNAL WARRANT ANALYSIS**  
**TRAFFIC SIGNAL & INTERSECTION DESIGN**  
**TRAFFIC CONTROL PLAN GENERATION**

### STORMWATER ANALYSIS & DESIGN



**HYDRAULIC & HYDROLOGY ANALYSIS**  
**FLOOD STUDIES**  
**DRAINAGE DESIGN**  
**PERMITTING**

### CONSTRUCTION SUPERVISION



**PRE-/CONSTRUCTION CONFERENCES & ACTIVITIES**  
**SITE REPRESENTATION**  
**CONTRACT / CONSTRUCTION ADMINISTRATION**  
**CONSTRUCTION INSPECTION**  
**PROJECT DOCUMENTATION**

## IN-HOUSE SERVICES

Our in-house services are wide-ranging and offer the convenience of a single source – saving our clients valuable time and money. In addition to licensed professional engineers and engineering technicians, our robust staff includes CAD technicians, surveyors, urban planners, and construction inspectors.

### 8 LICENSED PROFESSIONAL ENGINEERS



### 4 ENGINEERING TECHNICIANS



### 3 LICENSED PROFESSIONAL LAND SURVEYORS



### 4 SURVEY TECHNICIANS



### 5 SURVEY FIELD CREWS



### 4 URBAN PLANNERS



### 4 CONSTRUCTION INSPECTORS



### 6 CAD TECHNICIANS



J&A has parlayed its knowledge of private development and design into municipal consulting on various projects including drainage studies, utility analysis and planning. The municipal consulting also includes on call services for various public entities and municipalities such as the Alliance for Economic Development of Oklahoma City, City of Oklahoma City, Yukon and Midwest City.

In each project we have undertaken we have used the current codes to guide our assumptions and estimations for growth and utility usage. In the case of the Norman Center City Infrastructure Analysis we reviewed the newly adopted form based code to determine usage rates for the dense development that is anticipated to replace single family residential. Projects like these are relevant to understand the technical details of utility and infrastructure regulations that are incorporated into subdivision regulations. While it may not impact what is seen, the codes and regulations need to provide adequate minimum standards in both urban and suburban contexts.



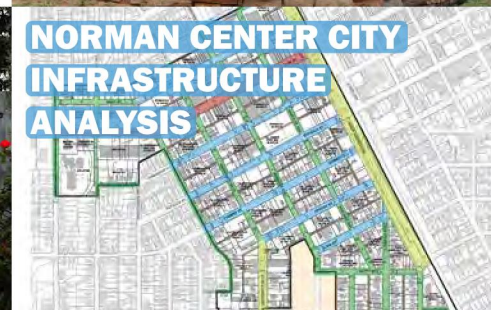
**CITY OF YUKON  
PLANNING CONSULTANT**



**CITY OF PIEDMONT  
PLANNING CONSULTANT**



**CITY OF MIDWEST CITY  
ENGINEERING  
CONSULTANT**



**NORMAN CENTER CITY  
INFRASTRUCTURE  
ANALYSIS**



**OKLAHOMA CITY  
ENVIRONMENTAL  
ASSISTANCE TRUST  
ENGINEER**



**OKLAHOMA CITY WATER  
UTILITIES TRUST ENGINEER**



**CITY OF OKLAHOMA CITY  
CONTRACT ENGINEER**

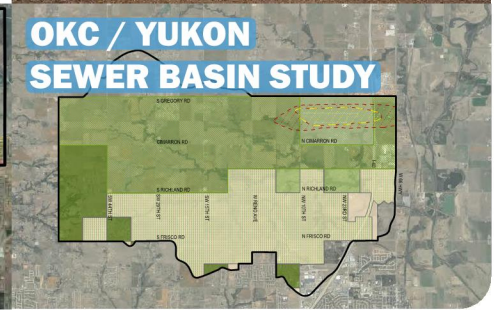


**OCURA ENGINEERING,  
SURVEYING, & PLANNING**

**OKLAHOMA CITY  
URBAN  
RENEWAL  
AUTHORITY**



**YUKON  
COMPREHENSIVE PLAN**

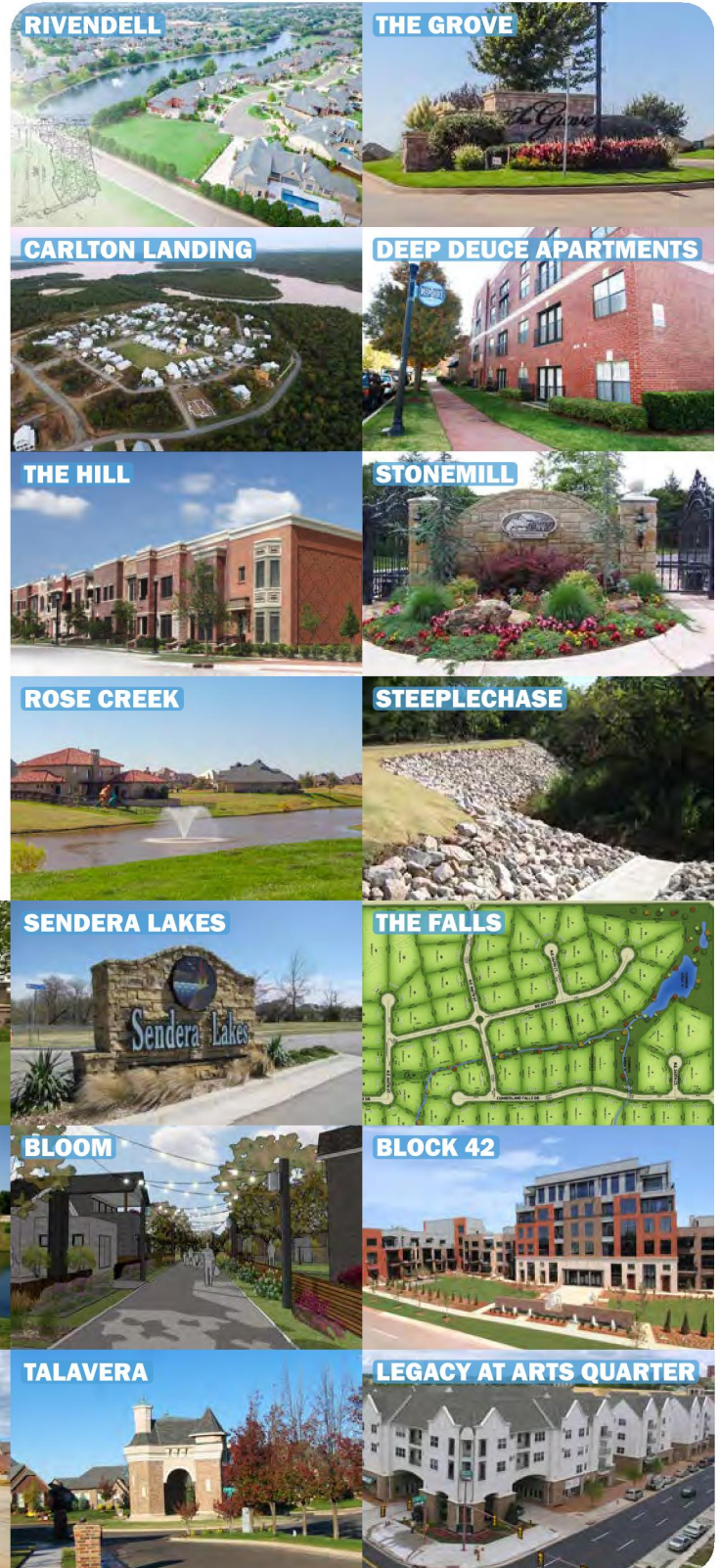


**OKC / YUKON  
SEWER BASIN STUDY**



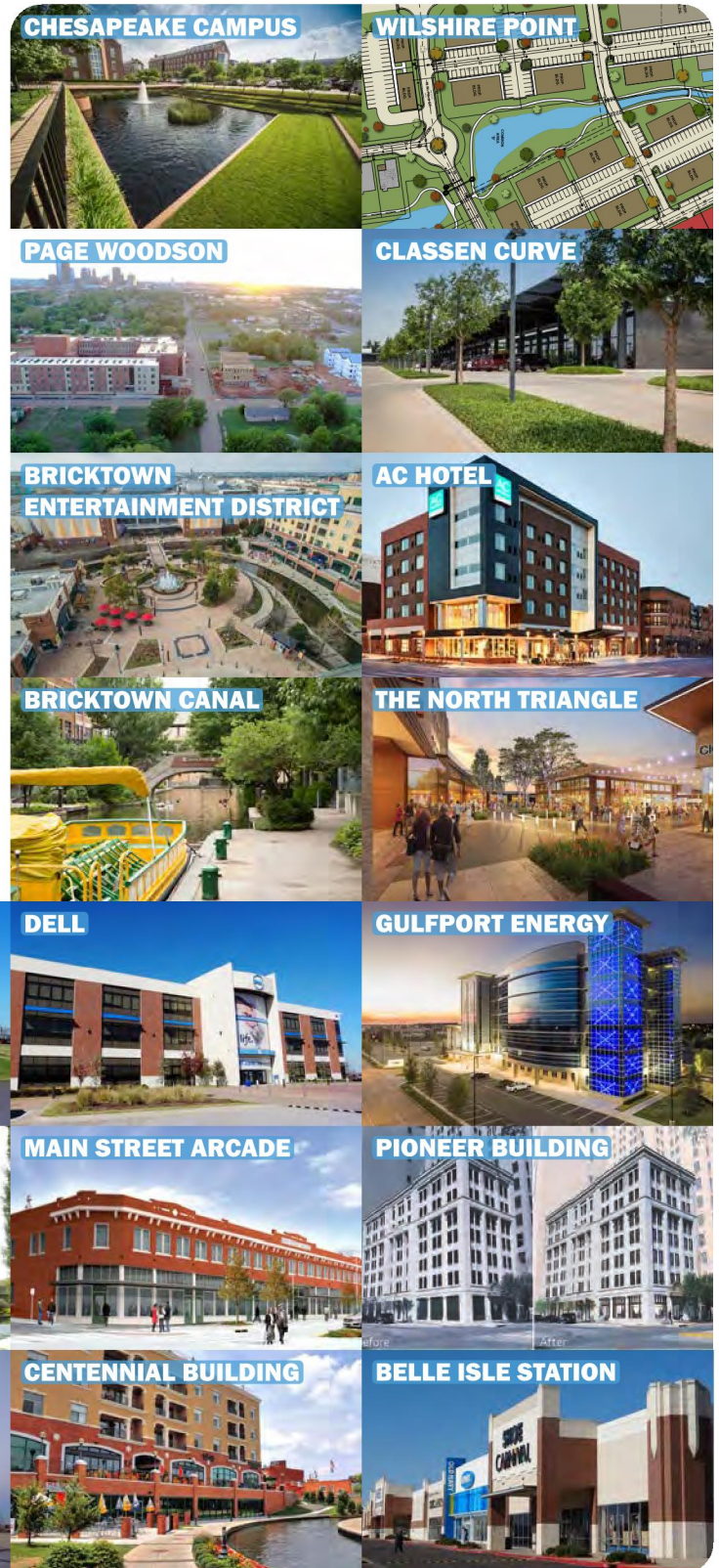
The J&A portfolio of residential projects include everything from rural 5 acre lot subdivisions to urban condominium infill and everything in-between. In the firm's 31 year history it has been involved in over 400 different residential final plat applications and 300+ PUDs/ SPUDs in various municipalities around central Oklahoma. This includes the planning, surveying, engineering and management of each project. In addition to the platted residential developments, J&A has planned and designed hundreds of multifamily projects that include senior living, mixed-use, urban and garden style apartments.

With the amount of projects that J&A has planned and designed over the past 31 years comes an expert understanding of the existing codes and regulations that unparalleled both locally and nationally. The J&A team can bring unmatched knowledge of how the codes and regulations can be crafted in such a way to achieve the goals and desires of staff, Planning Commission, City Council and the residents but at the same time making development process clearer and streamlined.



The J&A portfolio of commercial projects include suburban strip centers, corporate campuses, hotels and large entertainment/mixed-use developments. The J&A role in these projects include civil engineering, planning, survey and project management. This involvement includes designing sites in suburban and urban environments while relying on the same developments codes and expecting different forms and outcomes. This had led to an overuse of PUDs which while necessary currently should not be the desired outcome in the future.

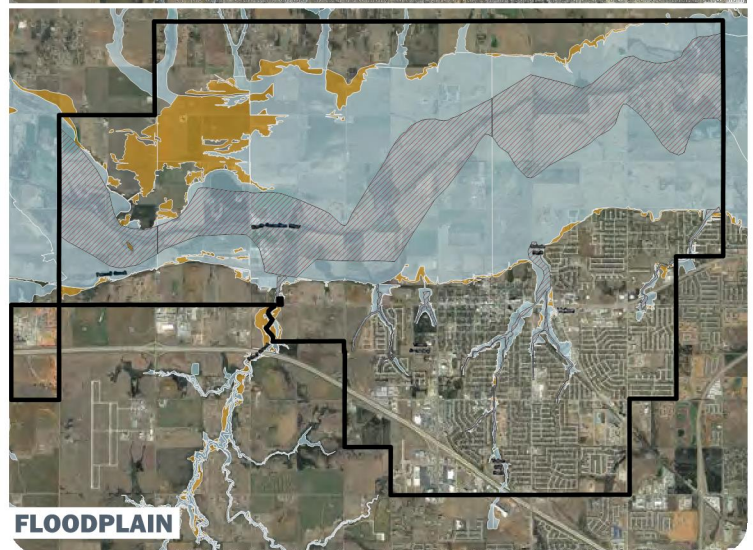
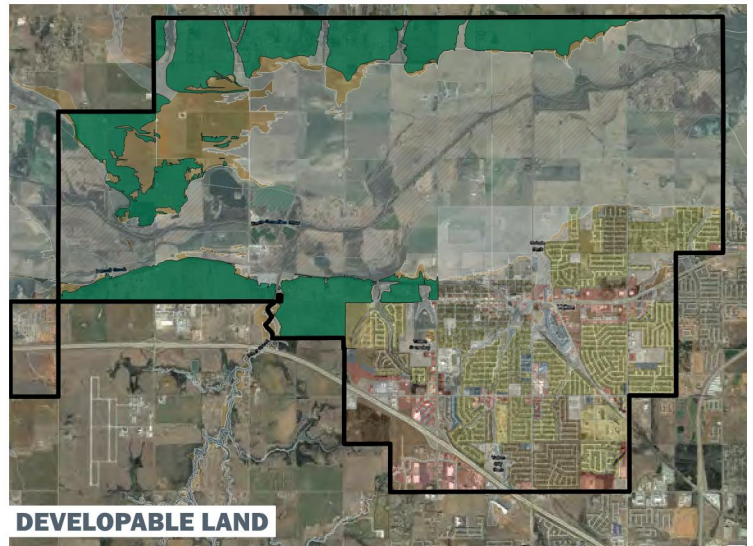
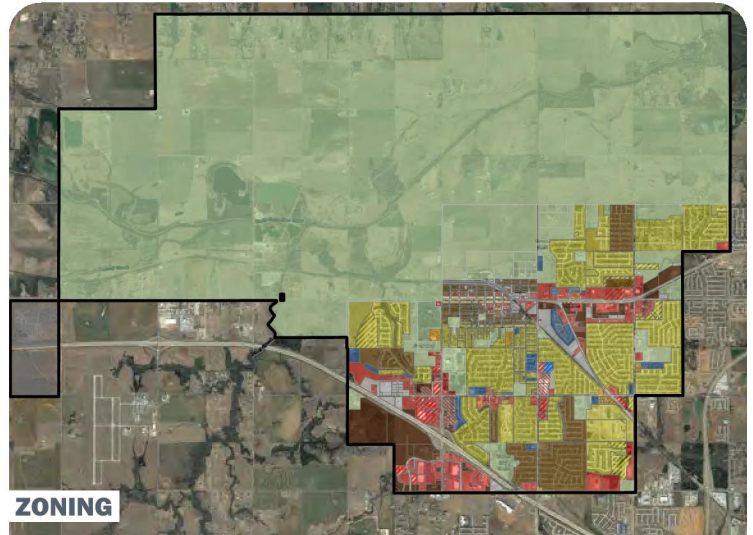
The uniqueness of each individual commercial project has provided us with the expertise to further understand how codes are applied. However, the uniqueness of a project should not necessitate the need for a unique zoning district. Since a majority of the projects completed within Oklahoma City require a PUD or specially negotiated zoning district, J&A understands the wants and needs of the community. Essentially, the team has created hundreds of zoning code/subdivision regulation rewrites through the PUD process. Each time a case is heard before the Planning Commission, City Council or another public hearing, we are asked to include changes that would be desired additions to the development codes.



**YUKON COMPREHENSIVE PLAN**

Johnson & Associates has been hired to complete a new comprehensive plan for the City of Yukon. This project started in September of 2018 and will include public meetings and a new vision for Yukon. The City of Yukon is fairly unique in Oklahoma because they are landlocked by the City of Oklahoma City and their community consists of approximately 50% flood plain. This presented challenges and opportunities for the project team.

Planning efforts included research, public meetings, and analysis of demographics, land use, transportation system, housing, parks, public facilities and infrastructure. A future land use plan was developed that meets the communities goals of continued growth, more recreation and employment opportunities.



**OKLAHOMA CITY/ YUKON SEWER BASIN STUDY**

Johnson & Associates was part of team contracted by the City of Oklahoma City with Triad Design Group and AECOM to conduct a sewer study for the Oklahoma City / Yukon West Basin. J&A was tasked with the population, demographic, land use and demand projections. As part of this study, J&A conducted field surveys and spent over a month compiling the relevant data and background information for the basin. From there, our team created over 60 maps covering the entire 22-acre basin and estimates for total population and wastewater demand. These maps included projected land uses, population, phasing and existing condition. Our report provided Triad and AECOM with the relevant data they needed to continue with proposing solutions on how to sewer the basin.

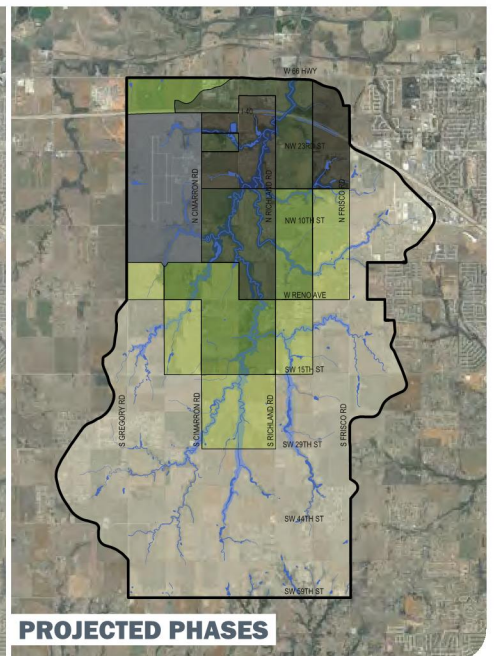
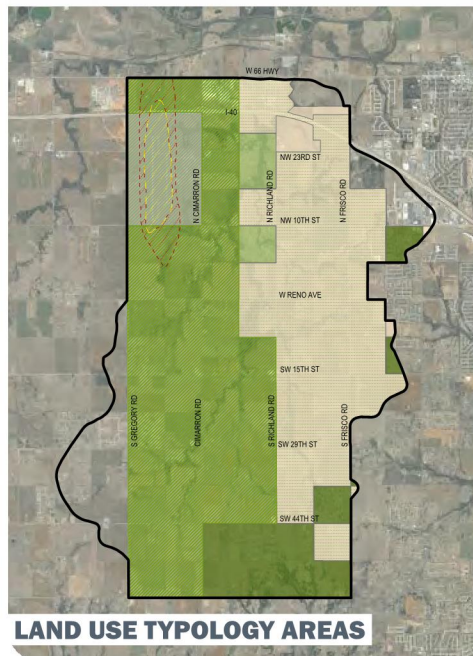
Our team used census data, Oklahoma City Permits and existing plats to begin the population projects. Canadian County is seeing some the fastest growth in the state of Oklahoma. To ensure the sewer plant could handle to the growth, we had to be conservative in our approach when finalizing our population and demand calculations. The end results were two key maps created by using GIS that showed the projected land use and the phasing of the buildout for the basin. The land use map was vital to the study because it dictated the calculations for the wastewater demands. The phasing maps provided Triad and AECOM with a better understanding of when different upgrades and improvements may need to be completed to handle the increased flows. The end document provides the team and the City of Oklahoma City with a methodology and reference guide that can be used in the future to compare growth and calculations to as the plant is improved to handle the increased demand.

**SC-1009**

**Basin Population and Demand Calculations**



**March 2019 Final Report**



## 39TH STREET STREETScape

**PROJECT** Streetscape enhancement of OKC's NW 39th Street District

**CHALLENGE** Provide concept and design for this auto-centric area that is embracing the remnants of urban form and transitioning into a walkable neighborhood district

- RESULTS**
- Worked with residents and businesses to develop a plan that creates a sense of place and identity
  - Incorporated sidewalks, on-street parking, landscaping, and lighting
  - Hosted multiple community meetings to encourage feedback
  - Created plans to significantly improve walkability of area

**REFERENCE** LaKesha Dunbar, City of Oklahoma City • 405-297-2574



## NORMAN CENTER CITY INFRASTRUCTURE ANALYSIS

In 2017, Johnson & Associates created an infrastructure analysis for the City of Norman. The need for this report arose from The Norman Center City Form-Based Code (CCFBC) project that the City of Norman began in 2013 to identify their urban core and draft a regulating plan that would guide future development, including increasing density and accessibility in the core of Norman.

**BOUNDARIES** Boyd to Main, and from Flood to the Railroad tracks on the east.

**OBJECTIVE** Move the complexion of the neighborhood from single-family detached, to a mix of single-family detached, townhomes, condos, apartments, and other high density uses.

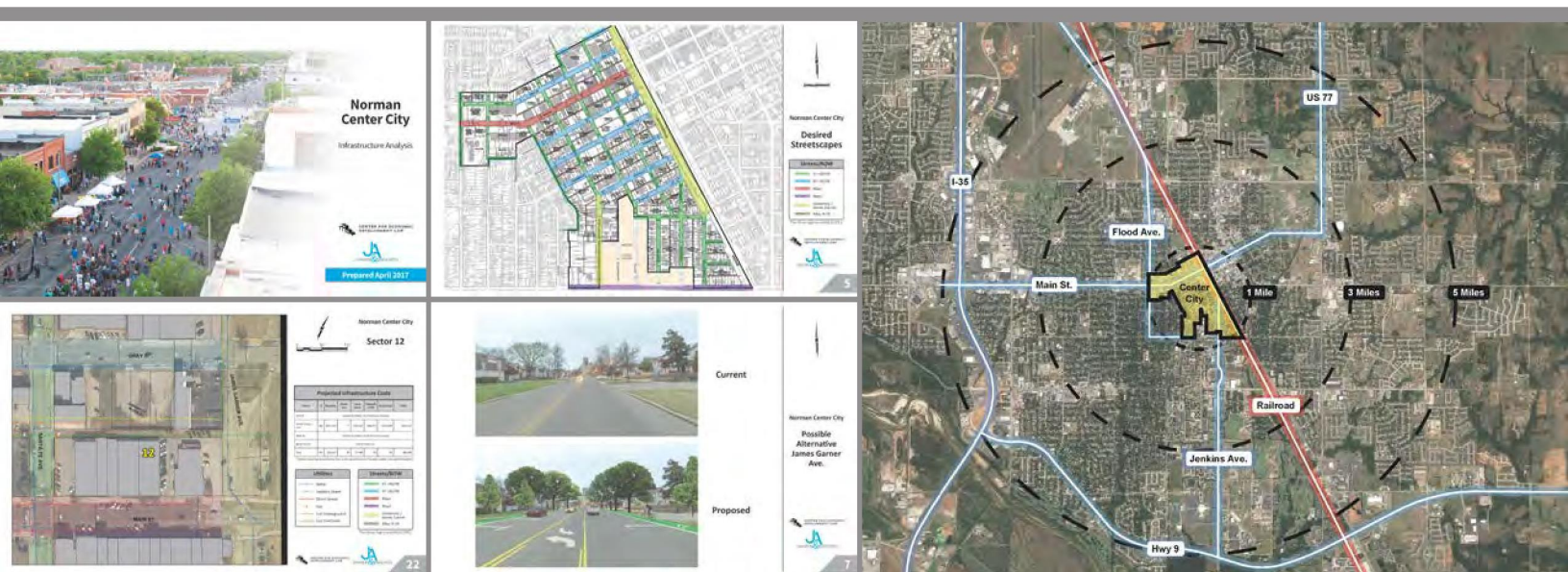
**NEED** An analysis of the area’s existing infrastructure (i.e. streets, water, and sewer systems).

**Johnson & Associates created a report that assumed a complete reconstruction/upgrade of all noted infrastructure and the addition of landscaping for improved streetscapes. To do so, roadways, alleys, water lines, sidewalks, and landscaping would be removed and replaced with one cohesive design.**

Johnson & Associates worked collaboratively with the Center for Economic Development Law, the City of Norman, and private utility companies to identify:

- Right-of-way widths
- Street widths
- City utility information (water, sanitary sewer, and storm sewer)
- Private utility companies’ infrastructure (electric, gas, and cable)

**RESULTS** With comprehensive GIS and field measurements, we provided a map and report that delineate the city streets and their appropriate street section, allowing the City of Norman to estimate the cost of the streetscape improvements and utility replacement in any given sector. Considerations included landscaping, irrigation, street lighting, and sidewalks, and intersection improvements include signage/wayfinding, striping, and ADA accessibility.



**YEARS OF EXPERIENCE** 43 years in the civil engineering field

**EDUCATION** BS in Civil Engineering, California State Polytechnic University, 1976

**REGISTRATION** Professional Engineer – OK, AR, AZ, KA, MD, MI, MO, NM, OH, TN, TX, & VA

**PROFESSIONAL ORGANIZATIONS**

- American Public Works Association
- American Society of Civil Engineers
- Construction Specifications Institute
- Advisory Committee to the City of OKC Planning Commission
- Advisory Committee to the City of OKC Public Works Department Specification Review / Update
- Building Code Review Committee

**WORK EXPERIENCE**

**JOHNSON & ASSOCIATES**  
President / Principal  
March 1988 – Present

Mr. Johnson manages all aspects of Johnson & Associates, a civil engineering, surveying, and planning firm located in Oklahoma City. Johnson & Associates works in all aspects of civil engineering, and specializes in hydraulics & hydrologic studies, master planning, large site development, and various planning functions nationwide.

**LHE, PA.**  
President / Owner  
June 1986 – March 2009

Mr. Johnson owned and managed LHE, PA., a civil engineering and surveying company in Overland Park, Kansas. LHE, PA. served the Kansas City Metropolitan Area, along with projects throughout Kansas, Missouri, and Arkansas. LHE, PA. performed all types of civil engineering, including design, inspection, planning, and surveying.

**SMITH-ROBERTS-JOHNSON & ASSOCIATES**  
Vice President / Co-Owner  
July 1981 – March 1988

Mr. Johnson acted as the principal-in-charge of all production work for this Oklahoma City civil engineering firm. Timothy worked primarily with the private sector, various municipalities, and the State of Oklahoma. Smith-Roberts-Johnson & Associates performed all types of civil engineering design.

**THE CITY OF OKLAHOMA CITY**  
Senior Civil Engineer  
July 1976 – July 1981

Mr. Johnson was responsible for the water utility design for the Community Development Department, Engineering Division of the City of Oklahoma City. During Timothy’s tenure, the 1981 Pitometer Study was being updated, and all water coordination was done through Mr. Johnson’s office.

**PROJECT HIGHLIGHTS**

**Chesapeake Energy Main Campus**  
**Bricktown Entertainment District/Canal**  
**Rivendell Subdivision**

Engineering & master planning of the Chesapeake Energy main campus  
Waterways, bridges, landscaping, fountain plaza, paths, & more  
All aspects of civil engineering for this upper end residential project



**YEARS OF EXPERIENCE** 20 years in the civil engineering field

**EDUCATION** General Studies, Oklahoma Christian University, 1995-1996  
Civil Engineering Studies, San Diego State University, 2002-2003

**WORK EXPERIENCE**

**JOHNSON & ASSOCIATES**  
Staff Engineer  
June 2016 – Present

Mr. Rowe is responsible for designing various residential, commercial, and industrial developments. His duties include grading layout, wet utility design, and dry utility coordination. Additionally, Brian Rowe is responsible for hydrologic and hydraulic studies, as well as Army Corps of Engineer and FEMA applications, including nationwide permits and LOMRs.

**LEPPERT ENGINEERING CORP.**  
Project Manager  
June 2000 – June 2016

Mr. Rowe was responsible for managing single- and multi-family residential developments. His duties had him working directly with clients, consultants, and local agencies from initial design conception to the as-built preparation at build-out. In this position, Mr. Rowe managed a municipal sewer upgrade within city right-of-way and sensitive habitat, as well as the creation of a GIS-based planning map and database for San Diego State University.

**PROJECT HIGHLIGHTS**

**Rivendell Subdivision**  
**The Pointe at Chisholm Creek**  
**Westgate Shopping Center**  
**The Chalk**  
**Paycom Roadway**  
**Cobblestone Curve 3**

Civil engineering for this upper end residential project  
Destination with restaurants, retail, and entertainment around a lake  
State-of-the-art shopping center located in Chishold Creek  
7,500 square foot sports bar to be built in Chisholm Creek  
Addition of a roadway to Paycom’s main campus  
Single phase of a larger residential subdivision





**YEARS OF EXPERIENCE** 8 Years in the urban planning and economic development field

**EDUCATION** Master of Regional and City Planning (Physical Planning), University of Oklahoma, 2016  
BA in Public Administration, University of Central Oklahoma, 2012

**CERTIFICATIONS** American Institute of Certified Planners (AICP)  
Congress for the New Urbanism (Accredited) (CNU-A)

**PROFESSIONAL ORGANIZATIONS**

American Planning Association  
American Planning Association – Oklahoma Chapter  
Congress for the New Urbanism  
Urban Land Institute (Young Leaders Co-Chair)

**ACHIEVEMENTS**

Next Gen Under 30 – Ion Magazine (Oklahoma)  
Top Planner Under 40 – Planning Peeps (National)

**WORK EXPERIENCE**

**JOHNSON & ASSOCIATES**  
Director of Urban Planning  
January 2019 – Present

Mr. Zitzow is responsible for planning support and research on a variety of privately initiated project. His duties include the preparation of zoning documents and various other discretionary submittal packages, public hearing representation, staff contact, and zoning research. Mr. Zitzow actively initiates contact with various municipal jurisdictions, as well as public and private utilities, to thoroughly complete the research he undertakes.

Urban Planner  
March 2015 – December 2018

**STILLWATER  
CHAMBER OF COMMERCE**

Director of Economic Development /  
Economic Development Consultant  
May 2014 – December 2014

Mr. Zitzow was responsible for engaging and facilitating relationships with potential partners to support local business, responding to requests for proposals from new-to-market companies looking to relocate to Stillwater, and assisting with the finalization of the 2014-2016 Strategic Plan.

**GREATER OKLAHOMA CITY  
CHAMBER OF COMMERCE**

Economic Dev. Research Coordinator  
February 2012 – May 2014

Mr. Zitzow’s responsibilities included conducting primary research regarding economic development, researching local companies/contacts, generating data and layouts for the business retention and expansion annual report, and led the selection and implementation of a new customer management system.

**PROJECT HIGHLIGHTS**

**Norman Center City Report**  
**Wilshire Point**  
**The North Triangle**

Creation of an infrastructure analysis to allow Norman to plan for city growth  
Master plan and design of this mixed-use development  
Mixed-use development



**YEARS OF EXPERIENCE** 15 years in the urban planning field

**EDUCATION** Master of Landscape Architecture, University of Oklahoma, 2007  
BBA in Marketing, University of Oklahoma, 2002

**WORK EXPERIENCE**

**JOHNSON & ASSOCIATES**  
Urban Planner  
December 2019 – Present

Ms. Driscoll is responsible for developing site plans, landscape plans, reports, studies and other exhibits for projects ranging from commercial developments, residential subdivisions, mixed-use, community parks, town centers, streetscapes and landscape improvements.

**OKC PLANNING DEPARTMENT**  
Program Planner  
October 2018 - December 2019  
Senior Planner  
December 2017 - October 2018  
Associate Planner  
November 2016 - December 2017

While working for OKC Planning Department Ms. Driscoll served in both long-range planning and current planning roles. She oversaw implementation and maintenance of the City’s comprehensive plan, planokc, reviewed development proposals for conformance with the comprehensive plan, and responded to various requests for data, analysis, and studies.

**CARDINAL ENGINEERING**  
Director of Marketing  
September 2014 - November 2016  
Marketing Coordinator / Urban Planner  
March 2011 - September 2014

Ms. Driscoll was responsible for the strategic business planning and marketing for the multidisciplinary firm. Additionally she served as an Urban Planner, helping clients navigate entitlement and permitting processes throughout Oklahoma and worked with municipal clients on planning studies.

**OKC PLANNING DEPARTMENT**  
Associate Planner  
October 2006 - March 2011  
Program Specialist  
November 2004 - October 2006

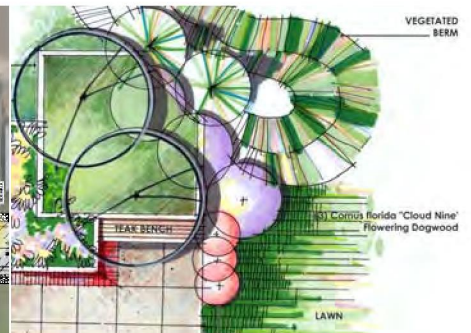
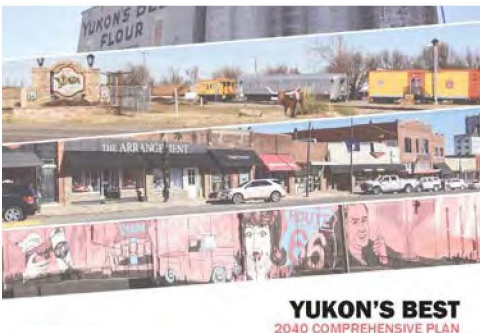
Ms. Driscoll reviewed development applications for compliance in Urban Design, Bricktown, and Historic Preservation zoning districts. She also worked on long-range corridor, sector and district plans and was project manager for the Green Infrastructure Taskforce.

**PROJECT HIGHLIGHTS**

**39th Street Streetscape**  
**Yukon Comprehensive Plan**  
**Infrastructure Recovery and Implementation Plan\***

Streetscape enhancement for 39th Street District  
20-Year Comprehensive Plan for the City of Yukon  
Capital planning and community outreach for City of Moore’s disaster recovery efforts following the May 2013 F5 tornado

*\*work completed while at different firm*



**YEARS OF EXPERIENCE** 3 years in the urban planning field

**EDUCATION** Master of Regional and City Planning, University of Oklahoma, 2018  
BA in Anthropology, University of Oklahoma, 2015

**WORK EXPERIENCE**

**JOHNSON & ASSOCIATES**  
Urban Planner  
February 2018 – Present

Ms. Bloye is responsible for developing & maintaining GIS-based projects, performing data analysis in ESRI-based programs, conducting research & review of multiple jurisdictional zoning ordinances as it pertains to land development, preparing preliminary zoning/permitting analysis in accordance with jurisdictional requirements, and various other planning department tasks.

**UNIVERSITY OF OKLAHOMA**  
Graduate Student  
August 2017 – December 2017

As a Graduate Student for the University of Oklahoma Division of Regional and City Planning, Ms. Bloye was responsible for the preparation & grading of class material, assisting with course planning, and answering any student questions that arise. In addition, Jessica helped supervise the creation of students' technical reports on planning issues, and assisted with mock planning commission activities.

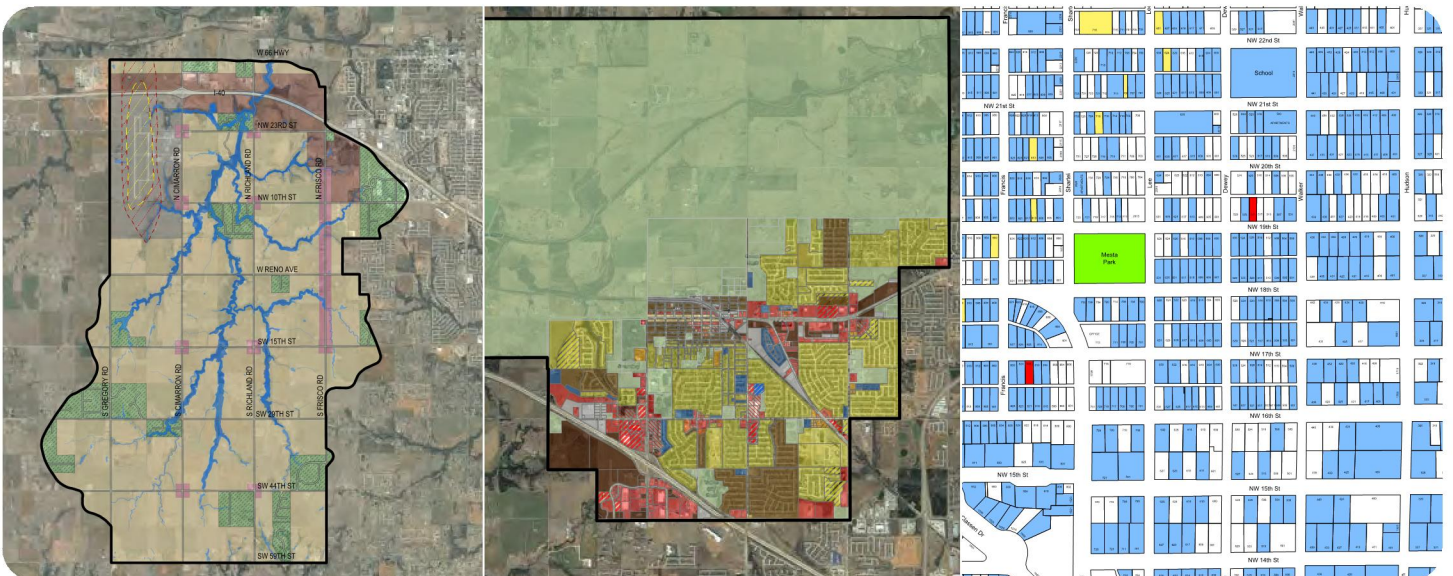
**OKC PARKS & RECREATION DEPT.**  
Park Planning Intern  
July 2017 – December 2017

Ms. Bloye was responsible for the creation of GIS maps that were used to fulfill survey requests and were included in staff reports, which included utility maps, boundary maps, and concept maps. Jessica also conducted park inspections for impacts fees, as well as researched and wrote a majority of the planning section of the Commission for Accreditation of Park and Recreation Agencies (CAPRA) certification application.

**PROJECT HIGHLIGHTS**

**Yukon Sewer Study**  
**Yukon Comprehensive Plan**  
**Heritage Hills Traffic Study**

Population & sewer demand analysis for the western basin of OKC & Yukon  
20-Year Comprehensive Plan for the City of Yukon  
Provided traffic solution recommendations to City Staff for final approval



**ENGINEERING**



**SURVEYING**



**URBAN  
PLANNING**



**TRAFFIC  
ENGINEERING  
& PLANNING**



**STORMWATER  
ANALYSIS  
& DESIGN**



**CONSTRUCTION  
SUPERVISION**



**CIVIL DESIGN**

Roadway Improvements & Construction  
State Highways  
Residential Subdivisions  
Commercial Developments  
Industrial Site Development  
Erosion Control  
Feasibility Studies  
Due Diligence Reports

**SITE DEVELOPMENT**

Grading Design & Earthwork Analysis  
Drainage Review & Analysis  
Construction Bidding  
Public Utility Infrastructure  
Private Utility Infrastructure  
Commercial & Residential Platting  
    Layouts  
    Design

**WATER DISTRIBUTION SYSTEMS**

Water Systems Design & Permitting  
Hydraulics, Hydrology, & Stormwater Design  
City, County, State, & Federal Permitting  
Stakeholder Coordination  
Streambank Stabilization Plans  
FEMA Regulatory Studies  
NPDES Compliance

## ENGINEERING



## SURVEYING



## URBAN PLANNING



## TRAFFIC ENGINEERING & PLANNING



## STORMWATER ANALYSIS & DESIGN



## CONSTRUCTION SUPERVISION



## LAND DEVELOPMENT SERVICES

ALTA/NSPS, Boundary, & Pin Surveys  
Legal Descriptions & Subdivision Layouts  
Certificates of Survey, Deed, & Title  
Certificates of Section Corner Research  
Mapping

## CONSTRUCTION SERVICES

Paving, Roadway, Commercial, & Residential Site Layouts  
Grading & Utility Construction Staking  
Building Location  
Subdivision & Lot Layouts

## TOPOGRAPHY SERVICES

Topographic, Flood Study, & As-Built Surveys  
Ground Control for Mapping  
FEMA Elevation Certificates & Foundation Certification Letters  
Above-Ground Utility Locations

## AERIAL IMAGING

4k Photography  
Construction Site Documentation Imagery  
Time Lapse Photography  
Legal Services Imaging  
Aerial Videography

**ENGINEERING**



**SURVEYING**



**URBAN  
PLANNING**



**TRAFFIC  
ENGINEERING  
& PLANNING**



**STORMWATER  
ANALYSIS  
& DESIGN**



**CONSTRUCTION  
SUPERVISION**



**LAND USE / ZONING & PERMITTING**

- Land Use Research to Determine Highest & Best Use of Property
- Draft Zoning Documents
- Zoning & Property Analysis Reports
- Site Plan Review
- Comprehensive Plan Review / Amendment Applications
- Platting Property / Administrative Process
- Lot Split Applications
- Variance Applications
- Parking Analysis
- Hearing Representation

**SITE MASTER PLANNING**

- Develop Site Plans for Raw & Developed Property
- Identify Most Efficient Site Layout to Maximize Land Value

**MUNICIPAL CONSULTING**

- Act as Staff for Municipalities, Outsourcing Their Planning Needs
- Review Development Proposals
- Assist Communities in Identifying the Capacity of an Infrastructure Network for Projected Increased Density & Growth

**URBAN DESIGN**

- Plan Public Spaces to Encourage Positive Interactions & Maximize Walkability
- Representation for Design Review Through Municipalities

**COMPREHENSIVE PLANNING**

- Work with Communities to Develop Comprehensive Plans, Update Zoning Ordinance, & Update Subdivision Regulation

# OUR SERVICES

## TRAFFIC ENGINEERING & PLANNING

### ENGINEERING



#### TRAFFIC COUNTING & DATA PROCESSING

Two-Way 24+ Hour Vehicle Counts  
Two-Way 24+ Hour Speed Counts  
Two-Way 24+ Hour Vehicle Classification Counts

Vehicle & Pedestrian Turn Counts  
Peak Hour Analysis  
Background Traffic Projections

### SURVEYING



#### TRAFFIC IMPACT STUDIES

Standard Nema 8 Phase Intersection Analysis  
4 Phase Diamond or Alternative Intersection Analysis  
Intersection Improvement Recommendations & Analysis  
Street Improvement Recommendations & Analysis  
4 Phase Diamond or Alternative Intersection Analysis  
Intersection Improvement Recommendations & Analysis  
Street Improvement Recommendations & Analysis  
Coordinated Signals Analysis

Signal Timing Optimization  
Street Capacity Analysis  
Sight Distance Analysis  
Coordinated Signals Analysis  
Signal Timing Optimization  
Street Capacity Analysis  
Sight Distance Analysis

### URBAN PLANNING



#### SIGNAL WARRANT ANALYSIS

Justification of Proposed Stop Signs  
Projections for When Signals are Needed  
Traffic Commission Representation for Improvements

Justification of Proposed Signals

### TRAFFIC ENGINEERING & PLANNING



#### TRAFFIC SIGNAL & INTERSECTION DESIGN

Loop, Camera, or Alternative Detector Design  
Cellular Connection & Wired Interconnect Design  
Standard Nema 8 Phase Intersection Design  
4 Phase Diamond Intersection or Alternative Design  
Coordinated Signals Designs & Implementation  
Pedestrian HAWK Light & RRFB Design  
Channelized Intersections Design & Striping Plans

Compliant with ADA Requirements  
Pedestrian Signal Phasing  
Roundabout Design

### STORMWATER ANALYSIS & DESIGN



### CONSTRUCTION SUPERVISION



#### TRAFFIC CONTROL PLAN GENERATION

Work with Communities to Develop Comprehensive Plans, Update Zoning Ordinance, & Update Subdivision Regulation

**ENGINEERING**



**HYDRAULIC & HYDROLOGY ANALYSIS**

Catchment Analysis  
Catchment Flows  
Rainfall Analysis

Overland Flow / Runoff Assessment  
Watercourse Hydraulics

**SURVEYING**



**FLOOD STUDIES**

Catchment Modeling  
Drainage Impact Assessment  
Flood Risk Assessment  
Flood Plain Management  
Groundwater Studies  
Flood Impact Assessment  
Critical Infrastructure Protection

Flood Mitigation Design  
Floodplain Mapping  
Flood Routing  
Culvert Capacity Assessments  
Sewer Network Assessments  
Flood Prevention & Protection

**URBAN PLANNING**



**TRAFFIC ENGINEERING & PLANNING**



**DRAINAGE DESIGN**

Masterplan Development  
Surface Water Management Plans  
Drainage Layout Design

Detention Design & Inspection  
Maintenance Recommendations

**STORMWATER ANALYSIS & DESIGN**



**PERMITTING**

Initial Site Appraisals & Compliance Audits  
Full Permit Application & Liaison with Regulators  
Assessment of Impact of Site Operations  
Mitigation Options Appraisals

Corps of Engineer Permitting  
Individual  
Nationwide  
Regional  
Programmatic

**CONSTRUCTION SUPERVISION**





# OUR SERVICES

## CONSTRUCTION SUPERVISION

### ENGINEERING



#### PRE- / CONSTRUCTION CONFERENCES & ACTIVITIES

Meetings  
Testing / Inspection Schedules  
Coordination with Geotechnical & Materials Testing Services

### SURVEYING



#### SITE REPRESENTATION

Progress Meetings  
Site Visits

### URBAN PLANNING



#### CONTRACT / CONSTRUCTION ADMINISTRATION

Contractor Payment Claim Verifications  
Construction Loan Draw Verifications  
Contract Change Orders  
Project Close Out

### TRAFFIC ENGINEERING & PLANNING



#### CONSTRUCTION INSPECTION

Daily / Weekly Site Trips  
Special Inspections  
Foundation  
Structural

### STORMWATER ANALYSIS & DESIGN



#### PROJECT DOCUMENTATION

Field Inspection Reports  
Photographic Documentation

### CONSTRUCTION SUPERVISION



October 2, 2020

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

Attention: Ms. Kellie Gilles

**RE: Subdivision Regulation Review and Amendment: Planning Services Proposal**

Dear Kellie:

Thank you for this opportunity to submit a proposal to you regarding the abovementioned project. Following is a list of the services we understand to be necessary, along with the associated cost.

**Discretionary Services:**

Research and Due Diligence	Hourly, Not to Exceed	\$ 5,000.00
Subdivision Regulation Amendments and Representation		\$13,000.00
Drainage Ordinance Review, Representation and Adoption		<u>\$15,000.00</u>

**Total** **\$33,000.00**

Additional Public Hearing Representation (after first six) **\$ 1,000.00  
Per Hearing**

**Scope of Services:**

**Task One – Understanding**

1. Meeting with staff to better understand problems
2. Meeting with Stakeholder group to hear concerns and thoughts
3. Recap with Staff

**Task Two – Research and Drafting**

1. J&A research, review
2. Revised Regulation Drafting
3. Application of new regulations to existing projects (provided by staff)
4. Review and edit

**Task Three – Staff and Committee Review**

1. Meeting with Staff to review options
2. Propose three alternatives and one preferred to Committee
3. Public meeting for comments
4. Revisions as necessary
5. Final draft released

Ms. Kellie Gilles

RE: *Subdivision Regulation Review and Amendment: Planning Services Proposal*

October 2, 2020

Page 2

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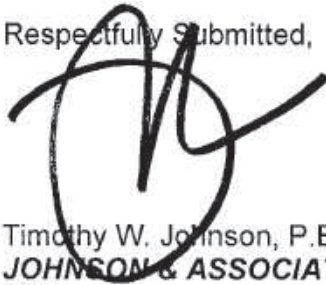
**Task Four – Public Hearings and Approval**

1. Stakeholder committee meeting for recommendation
2. Planning Commission (introduction and adoption)
3. City Council (introduction and adoption)

Formal authorization to proceed can be accomplished by fully completing the attached Engineering Services Agreement and returning it via mail or courier to Johnson & Associates, Inc. This office will then provide a fully executed copy of the Agreement to you. "Exhibit A" of the Agreement is attached by reference and is on file from a previous project performed for your Company.

Again, we do appreciate this opportunity and look forward to continuing a good working relationship with you. Should you have any questions, comments or wish to discuss any of the above, please do not hesitate to contact me. I look forward to hearing from you soon.

Respectfully Submitted,



Timothy W. Johnson, P.E., President  
**JOHNSON & ASSOCIATES, INC.**

TWJ/rw

Attachments

cc: Mark Zitzow, Planner  
Mike Bolka, Accounting  
Rachel Whitcomb, TJ File  
Proposal File

## ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the 2nd day of October, 2020, by and between **Johnson & Associates, Inc.**, an Oklahoma Professional Corporation, ("Engineer"), and City of Midwest City, a \_\_\_\_\_ ("Client").

1. **Engineer's Name and Address:** **Johnson & Associates, Inc.**  
1 East Sheridan Ave., Suite 200  
Oklahoma City, Oklahoma 73104
2. **Client's Name and Address:** City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
Attention: Ms. Kellie Gilles

3. **Scope of Services:** At the request of Client, Engineer shall perform certain Services to the extent agreed upon for a particular Project. With respect to each Project, the parties shall agree in writing upon the terms and conditions required for the performance of the Project and included in and made a part of this Agreement. The terms and conditions established for a Project may be amended upon the mutual written agreement of Authorized Representatives of each party.

4. **Deliverables:** With respect to each Project, Engineer shall deliver the following Deliverables to Client: Plans, Specifications and Calculations as outlined in the

Proposal Letter dated October 2, 2020

Engineer shall submit each Deliverable to the Client on or before the mutually agreed delivery date. Client shall accept or not accept the Deliverable within seven (7) days following receipt of the Deliverable, or such other time as is mutually agreed, by providing written notice to Engineer. Conformance with specifications as defined for the Project shall solely determine acceptability. Client shall describe the ways in which the Deliverable is unacceptable to Client and the corrections or improvements, which are required by Client. If Deliverable is not accepted by Client, Client will describe in writing any nonconformance with specifications and, if agreed, Engineer will use its best efforts to resubmit the Deliverable to Client within fifteen (15) days or such other time as is mutually accepted.

5. **Project Name:** Subdivision Regulation Review and Amendment.

6. **Brief Project Description:** All aspects of Surveying and Civil Engineering and Representation for Construction and Value Engineering as outlined in the Proposal

Letter dated October 2, 2020.

7. **Project Price:** \$33,000.00. Additional Public Hearing Representation (after first six: \$1,000.00 per hearing.

8. **Project Delivery Schedule:** To be determined.

9. **Term of Agreement:** Unless otherwise terminated by the parties hereto in accordance with the provisions of **Exhibit A, Terms and Conditions, Section 6**, the term of this Agreement shall be for a period of One (1) year(s), beginning on the 2nd day of October, 2020 and ending on the 2nd of October, 2021.

10. **Insurance:** Engineer will carry and maintain throughout the term of this Agreement, in a form subject to the approval of Client, at Engineer's sole expense, general liability insurance adequate to protect both parties from the obligations of Engineer set forth in this Agreement. Such insurance shall be maintained in amounts and with coverage no less than \$1,000,000.00 per occurrence and in the aggregate, including bodily injury, property damage and contractual liability. Certificate of insurance shall be furnished by Engineer to Client at the time of or before the execution of this Agreement at the request of Client. Engineer agrees that such insurance will be the primary source of insurance coverage with respect to any claim or liability relating to this Agreement regardless of any other insurance coverage, which Engineer may procure for its own benefit.

11. **Additional Terms and/or Conditions Governing Project:** Per attached

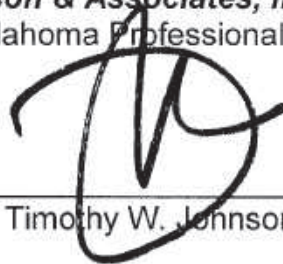
Proposal Letter dated October 2, 2020

12. **Remaining Terms:** The remaining terms and conditions of this Agreement are attached hereto as **Exhibit A, Terms and Conditions**, and fully incorporated herein by reference.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first above written.

**Engineer:**

***Johnson & Associates, Inc.***,  
an Oklahoma Professional Corporation



By: \_\_\_\_\_  
Timothy W. Johnson, P.E., President

**Client:**

Company Name: City of Midwest City

a \_\_\_\_\_

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

Name (Print): \_\_\_\_\_

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

Phone No: ( ) \_\_\_\_\_

Fax No.: ( ) \_\_\_\_\_

Johnson & Associates, Inc.  
Billing Rate(s)  
Effective January 1, 2020

<i>Principal Engineer</i>	\$210.00
<i>Registered Engineer</i>	\$165.00
<i>Non-Registered Engineer</i>	\$120.00
<i>CAD Operator</i>	\$95.00
<i>Engineering Intern</i>	\$75.00
<i>Registered Inspector</i>	\$95.00
<i>Inspector</i>	\$80.00
<i>Survey Crew</i>	\$155.00
<i>Principal Surveyor</i>	\$160.00
<i>Registered Land Surveyor</i>	\$135.00
<i>Survey Coordinator</i>	\$115.00
<i>Survey Technician</i>	\$95.00
<i>Planner</i>	\$105.00
<i>Planning Intern</i>	\$75.00
<i>Administration</i>	\$50.00

## EXHIBIT A

### TERMS AND CONDITIONS

Engineer and Client hereby agree that the following terms and conditions are a part of the Engineering Services Agreement by and between by and between Engineer and Client (the "Agreement").

1. **Defined Terms.** When used in this Agreement, the defined terms listed below shall have the following meanings:

1.1 "Authorized Representative" shall mean a person authorized to execute this Agreement, and other agreements on behalf of a party. The Authorized Representatives shall be identified in writing by the parties.

1.2 "Confidential Information" shall mean all information, whether written or otherwise, regarding the parties' business, including information regarding customers, customer lists, costs, prices, earnings, products, formulae, compositions, machines, apparatus, systems, prospective and executed contracts and other business arrangements, and sources of supply, except to the extent otherwise provided in Section 8.3.

1.3 "Deliverables" shall mean those items or tasks to be performed by Engineer, which must be accepted by Client as described in the Agreement.

1.4 "Project" shall mean the Services agreed upon in writing by Engineer and Client.

1.5 "Reimbursable Expenses" shall mean those expenses incurred by Engineer in connection with the performance of the Services, including but not limited to, copying charges, facsimile charges, postage, express mail charges and other direct expenses incurred on Client's behalf. In the event any officer, employee or agent is required to travel away from the work area in connection with the performance of the Services, at the request of and with the written approval of Client, the term "Reimbursable Expenses" shall also include transportation, subsistence, lodging and miscellaneous travel related expenses.

1.6 "Services" shall mean the professional engineering services that Engineer agrees to provide to Client according to the provisions in this Agreement and as otherwise agreed upon in writing by Engineer and Client. "Services" can include, but are not limited to, software development services, data translation services, data conversion services, certain data processing services, and consulting services.

2. **Scope.** The Engineer agrees to provide Engineer's Services to Client as identified and set forth in the Agreement attached hereto and made a part hereof. No services other than the services set forth in the Agreement shall be performed or assumed without the express written consent of Engineer and the written modification of the scope of the Services set forth thereon.

3. **Independent Contractor.**

3.1 **Generally.** Throughout the term of this Agreement both parties hereto understand and agree that Engineer will be performing this Agreement as an independent contractor of Client. Client is only interested in the results to be achieved by Engineer. The conduct and control of the Services provided by Engineer under this Agreement shall lie solely with the Engineer. Subject to the general requirements specified by Client, Engineer shall determine the manner and means of the performance of Engineer's Services, including the amount of time to be devoted by Engineer and Engineer's employees, subcontractors and agents to Client. Furthermore, it is specifically understood and agreed by both parties that Engineer is not required to provide Services exclusively for Client and that Engineer is free to provide Services to third parties during the term of this Agreement.



3.2 **Relationship.** Nothing in this Agreement shall be construed as making Client a partner, employee, agent or franchisee of Engineer. Neither Client nor any employee or agent of Client is entitled to participate in any benefits extended by Engineer to its own employees. In addition, Client understands and agrees that Client has no right, power or authority to bind Engineer in any way whatsoever.

3.3 **Operating Representative.** The Engineer shall designate a representative authorized to act on the Engineer's behalf with respect to the Services to be provided to Client under this Agreement. The Engineer or such authorized representative shall render decisions in a timely manner pertaining to the Services in order to avoid unreasonable delay in the orderly and sequential progress of the Services.

3.4 **Duties and Responsibilities of Engineer.** Engineer is engaged in an independently established business separate and apart from Client. In light of such fact, Engineer understands and agrees to accept sole responsibility for the following with respect to the performance of this Agreement:

3.4.1 **Engineer Equipment.** Engineer, at its sole expense, shall provide tools, equipment, materials and supplies necessary for Engineer to perform the Services under this Agreement.

3.4.2 **Engineer Facilities.** Engineer, at its sole expense, shall maintain its own offices and facilities from which it will operate and conduct the Services, if such Services are not conducted on the customer's premises.

3.4.3 **Employees, Subcontractors and Agents.** Engineer may engage one or more employees, subcontractors or agents to perform the Services under this Agreement on behalf of Engineer. All persons employed or engaged by Engineer to perform the Services shall be subject to the exclusive control and direction of Engineer, it being the intention of the parties hereto that the employees, subcontractors and agents engaged by Engineer under the provisions of this Agreement shall not be subject to the control of Client. Client shall not be responsible for any payments to any employee, subcontractor or agent engaged by Engineer to assist in the performance of the Services under this Agreement.

3.4.4 **Taxes and Unemployment Taxes.** Engineer shall be solely responsible for any and all federal, state and local taxes based upon the payments to be made by Client to Engineer under the provisions of this Agreement. Engineer shall also bear sole responsibility for paying unemployment compensation taxes with respect to Engineer and the employees, subcontractors and agents of Engineer as may be required under federal, state or local law. Client shall not be responsible for the withholding and remittance of any federal, state or local taxes on behalf of Engineer or any employees, subcontractors or agents of Engineer.

3.4.5 **Workers' Compensation Coverage.** Engineer shall also bear primary responsibility for providing workers' compensation coverage to Engineer and the employees, subcontractors and agents of Engineer as may be required under the laws of the State of Oklahoma. On or before the execution of this Agreement, Engineer will provide Client with either (i) proof of a valid workers' compensation insurance policy issued to Engineer or (ii) a copy of the Certification of Non-Coverage Under the Workers' Compensation Act filed by Engineer with the Oklahoma Department of Labor under the provisions of Section 415.1 of Title 40 of the Oklahoma Statutes, as may be amended from time to time, and maintain such policy or Certification in effect throughout the term of this Agreement. If Engineer engages employees, subcontractors or agents to assist Engineer in the performance of this Agreement, such employees, subcontractors or agents of Engineer must also provide Client with a copy of a Certification of Non-Coverage Under the Workers' Compensation Act filed with the Oklahoma Department of Labor and maintain such Certification in effect throughout the term of this Agreement.

3.5 **No Responsibility for Others.** The Engineer shall not be responsible for the acts or omissions of any other consultants, subcontractors, their agents or employees, or other persons performing any of the Services under this Agreement or otherwise on behalf of Client. The Engineer does

not guarantee the performance of this Agreement by such other consultants, subcontractors, employees or other persons and the Engineer shall not be responsible for the failure of such other consultants, subcontractors, agents, employees or other persons to fully perform this Agreement.

#### 4. **Compensation.**

4.1 **Compensation for Services Performed.** As compensation for the Services performed by Engineer for Client, Client shall pay the Engineer at a rate as set forth in the Agreement attached hereto and make a part hereof. Client shall pay for Services performed by Engineer in accordance with the provisions of Section 5 herein below.

4.2 **Reimbursable Expenses.** Client will pay Reimbursable Expenses associated with Services performed by Engineer under the approval and direction of Client in accordance with the provisions of Section 5 herein below.

#### 5. **Payment.**

5.1 Monthly invoices, for Services performed by Engineer and expenses associated therewith, prepared by Engineer and submitted to Client shall be due and payable within fifteen (15) days of the date Engineer submits an invoice for such Services performed and expenses incurred.

5.2 In the event that Client shall fail to make the payment of the monthly invoice, or portions thereof, for each calendar month during the term of this Agreement, Client shall, in addition to the payment of such invoice, pay interest on the unpaid balance at an annual rate equal to the prime rate of interest, determined as of the due date of the payment, plus one and one-half percent (1½%), calculated from the date of the payment until the date of receipt of such payment by Engineer. The prime rate of interest for purposes of this Agreement shall be the prime rate of interest established by BancFirst, Oklahoma City, Oklahoma for major commercial lending transactions.

#### 6. **Events of Termination.**

6.1 **Termination by Engineer.** Upon the occurrence of one or more of the following events, Engineer may, at its option, terminate this Agreement:

6.1.1 In the event that Client commits a breach of this Agreement, except for the failure to make payments due hereunder, Engineer shall provide written notice of such breach to Client. Client shall have the right to cure such event of breach within thirty (30) days following the receipt of written notice from Engineer as provided herein. In the event that Client shall correct such event of breach after the receipt of notice and within the thirty (30) day time period provided herein, this Agreement shall continue and remain in full force and effect. In the event that Client shall fail to correct such event of breach within the thirty (30) day time period provided herein, this Agreement shall, at the option of Engineer, terminate and Engineer will have no further obligations or otherwise.

6.1.2 In the event that Client shall fail to make payment of the invoices for services in the manner provided in Section 5 hereinabove, Engineer may, at its option, immediately terminate this Agreement and in such event, Engineer shall have no further obligations hereunder or otherwise.

6.2 **Termination by Client.** In the event that Engineer commits a breach of this Agreement, Client shall provide written notice of such breach to Engineer. Engineer shall have the right to cure such event of breach within thirty (30) days following the receipt of written notice from Client as provided herein. In the event that Engineer shall correct such event of breach after the receipt of notice and within the thirty (30) day time period provided herein, this Agreement shall continue and remain in full force and effect. In the event that Engineer shall fail to correct such event of breach within the thirty (30) day time period provided herein, this Agreement shall, at the option of Client, terminate and Client will have no further obligations or otherwise, except for the payments due for services performed.

## 7. **Mediation.**

7.1 **Submission of Disputes to Mediation.** If a claim, dispute or other matter in question arises out of or relates to this Agreement, or the breach thereof, and if said claim, dispute or other matter in question cannot be settled through negotiation, the parties hereto agree first to try in good faith to settle the claim, dispute or other matter in question by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration, litigation or some other dispute resolution procedure.

7.2 **Confidentiality.** The mediation conducted pursuant hereto shall be private unless the parties and the mediator otherwise agree in writing. No session shall be recorded and there shall be no stenographic record maintained. The parties and their respective counsel agree that the mediator's work product, case file and any communication made in the course of the mediation shall be confidential and not subject to disclosure in any subsequent judicial, administrative or private proceeding. The parties agree that the mediation process instituted pursuant hereto is an effort to compromise and settle their differences regarding the issues to be mediated and shall constitute compromise negotiations within the meaning of the applicable Federal and Oklahoma rules of evidence. Accordingly, evidence of (i) furnishing or offering or promising to furnish, or (ii) accepting or offering or promising to accept, valuable consideration in compromising or attempting to compromise a claim which was disputed as to validity or amount, is not admissible to prove liability for or invalidity of the claim or its amount. The evidence of conduct or statements made in compromise negotiations such as mediation is likewise not admissible. The parties hereto agree that documents or information designated as privileged under the attorney/client or accountant/client privileges, or the attorney work product doctrines that are disclosed to the mediator shall be kept confidential by the mediator, and any such disclosure shall not be deemed a waiver of any such privilege or protection.

7.3 **Venue.** Any mediation provided for in this Agreement shall take place in Oklahoma City, Oklahoma, at an office location chosen by the parties. If the parties are unable to agree on an office location, then the mediator shall choose the location.

7.4 **Cost of Mediation.** The cost of mediation services, including the compensation of the mediator and payment of the out-of-pocket expenses of the mediator shall be apportioned equally among the parties.

## 8. **Nondisclosure.**

8.1 **Confidential Information.** Except as authorized in writing, neither Engineer nor Client will at any time during or after the term of this Agreement, directly or indirectly, disclose to any third party any Confidential Information of the other party to this Agreement. During the term of this Agreement, Engineer and Client may only use Confidential Information of the other party for a purpose, which is necessary to the carrying out of this Agreement.

8.2 **Breach; Remedies.** In the event of a breach or threatened breach by either Engineer or Client of the provisions of this Section 8, the non-breaching party shall be entitled to an injunction restraining the other party from such breach. The breaching party shall indemnify and hold harmless the non-breaching party from any and all damages, actions, suits, proceedings, liabilities, losses, costs and expenses (including court costs and reasonable attorneys' fees) incurred by the non-breaching party arising out of the breaching party's breach or threatened breach of this Section 8 or arising out of the non-breaching party's efforts to prevent or remedy such breach or threatened breach. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other remedies available to it for a breach or threatened breach of this Section 8.

8.3 **Exceptions.** Client and Engineer agree to hold in confidence and not publish or otherwise disclose any and all Confidential Information received from each other, or developed in connection with Services performed by Engineer in connection with the Project, whether of a technical or business nature, except:

8.3.1 information which at the time of disclosure or development can be shown to have been in the general public knowledge;

8.3.2 information which, after disclosure or development, becomes part of the public knowledge by publication or otherwise, except by breach of this Agreement by a party to this Agreement;

8.3.3 information which a party to this Agreement can establish by competent proof was in its possession at the time of disclosure by the other party to this Agreement and was not acquired, directly or indirectly, from the other party to this Agreement; and

8.3.4 information, which a party to this Agreement receives without restriction from a third party, provided that such information was not obtained by said third party, directly or indirectly, from the other party to this Agreement.

Client and Engineer shall not be permitted to justify the disregard of the foregoing obligations of confidentiality by using any Confidential Information to conduct a search of publicly available information, selecting a series of unrelated items and fitting them together in an integrated disclosure.

8.4 **No License.** This Agreement shall not be construed as granting any license or other rights from one party to the other party to this Agreement.

8.5 **Survival.** Client's and Engineer's respective obligations of confidentiality and non-use of Confidential Information under Sections 8.1 through 8.4 hereinabove shall continue beyond the completion or termination of the Project and beyond termination of this Agreement.

9. **Warranties.** Engineer represents and warrants (i) that all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (ii) that all Deliverables will conform to the specifications and functions set forth in this Agreement; and (iii) that Engineer will perform all work set forth in this Agreement in compliance with applicable law. ***THIS WARRANTY IS A LIMITED WARRANTY AND THE ONLY WARRANTY MADE BY ENGINEER. ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. CLIENT AGREES THAT, EXCEPT TO THE EXTENT PROVIDED IN SECTION 10 HEREIN BELOW, ENGINEER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES EVEN IF ENGINEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.***

10. **Damages.**

10.1 **Sophistication of Parties; No Violations.** The parties hereto agree that they are knowledgeable and sophisticated in business matters and that they are particularly knowledgeable with respect to the Services to be performed under this Agreement. Furthermore, the parties hereto agree that the provisions of this Section 10 are not made a part of this Agreement to the extent that they would be unconscionable or a violation of public policy according to Oklahoma law.

10.2 **Good Faith.** Client agrees to use reasonableness and good faith in alleging and collecting or attempting to collect negligence damages and/or consequential damages and in bringing any actions against Engineer for said damages.

11. **Indemnification.** Client shall indemnify, hold harmless and defend Engineer, its officers, directors, shareholders, employees, agents, servants and subcontractors from and against any and all claims, suits, actions, proceedings, liabilities, damages, losses, costs and expenses (including attorneys' and experts' fees) except in the case of gross negligence or misconduct, made upon or brought against Engineer or its officers, directors, shareholders, employees, agents, servants or subcontractors (i) arising out of or in connection with one or more provisions of this Agreement, (ii) for or on account of any injuries

or damages received or sustained by any party or parties by or from the acts of said Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, in doing the work and rendering the services contracted for, (iii) by or in consequence of operation or any improper material or equipment used, (iv) by or on account of any act or omission of said Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, and (v) from all claims of damage for infringement of any patent in fulfilling the Agreement.

12. **Liability of Engineer to Third Parties.** To the extent permitted by Oklahoma law, the parties hereto agree that Engineer shall not be responsible to nor liable to Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, in any manner for any suits or alleged suits for any damages, except in the case of gross negligence or misconduct, either fanciful or real, brought by any party (hereinafter called "Third Party") against Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, nor be liable to the Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, for the defense of any suits brought by any Third Party against Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, on account of or alleged to be on account of any acts or promises made by Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, nor for any acts of negligence or representations made by the Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, not contained in the authentic literature printed and sent by Engineer to any Third Party, nor shall a specific inclusion of the protection of Engineer for the acts specified be taken and construed by the Client, or its officers, directors, shareholders, employees, agents, servants or subcontractors, as an exclusion of all other protections of Engineer for the acts specified in this Section 12.

13. **No Personal Liability.** Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by the parties in writing in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement or obligation of any present or future officer, director, shareholder, employee, agent, servant or subcontractor of Engineer, or of any officer, director, shareholder, employee, agent, servant or subcontractor of any successor to Engineer, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or nonobservance of or for any failure to perform, fulfill or comply with any such stipulation, covenant, agreement or obligation, nor shall any recourse be had for any such stipulation, covenant, agreement or obligation, against any such person, in his individual capacity, either directly or through Engineer or any successor to Engineer, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such person, in his individual capacity, is hereby expressly waived and released.

14. **General Provisions.**

14.1 **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are received at the address set forth in this Agreement, whether by mail, or hand delivery. Each party agrees to notify the other party in writing if there is a change in their address.

14.2 **Choice of Law.** This Agreement and all amendments thereof shall be governed by and construed in accordance with the law of the State of Oklahoma applicable to contracts made and to be performed therein, without reference to its conflict of laws provisions. The venue of any action brought to enforce this Agreement, the documents or agreements attached hereto, or the terms, conditions or agreements hereof shall be brought in Oklahoma City, Oklahoma County, Oklahoma.

14.3 **Consent to Jurisdiction and Venue.** Subject first to and except as otherwise provided in Section 8 hereinabove, Client (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement or such other documents which may be delivered in connection with this Agreement may be brought in a court of record in the State of Oklahoma or in the Courts of the United States of America located in the State of Oklahoma, (ii) consents to the jurisdiction of each such court in

any such suit, action or proceeding and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. The Client also irrevocably consents to the service of any and all process in any such suit, action or proceeding by mailing of copies of such process to the company at its address provided in this Agreement. The Client agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. All mailings under this Section shall be by certified mail, return receipt requested.

14.4 **Assignment.** Neither this Agreement nor any part hereof or interest herein shall be assignable by any party to this Agreement without the prior written consent of the other party to this Agreement.

14.5 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assignees.

14.6 **Entire Agreement.** This Agreement constitutes the entire agreement among the parties and supersedes all prior agreements and understandings among the parties relating to the subject matter hereof and there are no agreements, understandings, restrictions, warranties or representations among the parties relating to the subject matter hereof other than those set forth herein. This Agreement is not intended to have any legal effect whatsoever, or to be a legally binding agreement, or any evidence thereof, until it has been signed by all parties.

14.7 **Amendments and Supplements.** This Agreement can be amended, supplemented or modified only in writing signed by the parties hereto. Any purported oral amendment, modification or supplement shall be void.

14.8 **No Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

14.9 **Survival of Obligations.** Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of, and be binding upon the parties, their successors, administrators, heirs and assigns.

14.10 **Invalid Clause.** In the event any clause or provision of this Agreement proves to be, or be adjudged, invalid or void for any reason, then and in that event, such invalid or void clause or provision shall not remain operative and shall not affect the whole of this Agreement, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as legally possible.



**Public Works Administration**

**R. Paul Streets, Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

405-739-1061

**Patrick Menefee, City Engineer of Public Works**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062

8730 S.E. 15<sup>th</sup> Street,

Midwest City, Oklahoma 73110

TO: Honorable Mayor and City Council

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

DATE: October 13th, 2020

SUBJECT: (TS-444) Discussion and consideration of adding TRAFFIC CALMING measures along the 9000 block of Cardinal Place and building road extensions along Woodland Drive north to N.E. 10th Street and N.E. 6th Street from Briarwood Drive to Moraine Avenue.

**DATES OF HEARINGS:**

Commission	September 17th, 2020
City Council	October 13th, 2020

**APPLICANT/REQUESTOR:**

Mr. Felix Garcia  
9201 Cardinal Place  
Midwest City, OK 73130

**TRAFFIC & SAFETY COMMISSION:**

The Traffic and Safety Commission recommended adding TRAFFIC CALMING measures along the 9000 block of Cardinal Place and North King Avenue and building road extensions along Woodland Drive north to N.E. 10th Street and N.E. 6th Street from Briarwood Drive to Moraine Avenue

**Staff Comments:**

The applicant, Mr. Felix Garcia and the residents along Cardinal Place and King Avenue had a community meeting September 9th to express their concerns to the City regarding speeding and other issues impacting the neighborhood. Mayor Matt Dukes, Councilperson Espaniola Bowen, Police Chief Brandon Clabes, and Public Works City Engineer Patrick Menefee were in attendance. The residents requested the City provide whatever measures possible to reduce speed, including speed bumps, new signage, and even asked about the possibility of closing the roads creating cul de sacs. Additionally, prior to the meeting, the applicant also collected signatures on a petition along

Cardinal Place to show the neighborhood's support. That petition is included with this application. The following are the reasons that some, but not every one of these requests are recommended by Staff.

As a reminder, the City does not allow speed bumps on any public road. Among the reasons are that they create liability, slow emergency response, increase maintenance, and are drainage nuisances. Additionally, one speed bump will mean a speed bump on every street in the City.

Concerning signage, Slow Children At Play or any type of Slow Down type signs are informational only, they don't regulate speed. The Speed Limit sign provides that. The City no longer installs these type of signs.

To address Mr. Garcia's petition regarding cul de sacs, the process to close roads is a long legal process with no guarantees the courts would grant a closure. In addition, it would interrupt traffic flow in the City and would limit emergency vehicle access to adjacent residents. The City would be financially liable for relocating utilities and demolition of the paving. As of now, the City would not support the closing of any road. All of these other recommendations should be tried first to see their impact.

#### **Traffic and Safety Commission's recommendations:**

City staff frequently gets calls for speed controlling measures but rarely receives an actual petition or an invitation to speak with the residents. In this particular case, staff thinks this is an excellent test case to construct traffic calming creating speed control. Many cities have programs where traffic calming is used as the first engineering response to a speed issue, but Midwest City does not. For Cardinal Place, staff would recommend chicanes, traffic circles, and mini-roundabouts as appropriate solutions. Unlike those found in Europe or even the roundabout at NE 10<sup>th</sup> / Walker in OKC; these mini ones would be small and easily constructed in the existing roadway. Different temporary installations like chicanes (bump outs) would be built on a trial basis to get the local resident's feedback. The most effective installations would be made permanent. Attached are several photos of these temporary and permanent installations.

Addressing the requests to build road extensions along N.E. 6th Street and Woodland Drive, the Commission agrees with the applicant's assertion that if these missing road segments were built, it would reduce the traffic along King Avenue and Cardinal Drive because the residents would have more options to reach the main arterial roads.

In summary, the residents attending the community meeting and the Traffic and Safety Commission were supportive of the City trying these improvements along Cardinal Place and are eager to see the results. The residents also were in support of building the road extensions and understand that there's no current funding to construct these road segments. They understand that this will be a multi-year process and that the City will have to implement improvements as the yearly budgets allow.



**The Traffic and Safety Commission appreciates the applicant's and the area resident's commitment to seeing change in their neighborhood and recommends that the City pursue these traffic calming measures on Cardinal Place and explore funding road extension projects along Woodland Drive north to N.E. 10th Street and at N.E. 6th Street from Briarwood Drive to Moraine Avenue.**

**Action is at the discretion of the City Council.**

A handwritten signature in black ink, appearing to read "Patrick Menefee", written over a horizontal line.

Patrick Menefee, P.E.,  
Public Works City Engineer

cc:

Brandon Clabes, Midwest City Police

Doug Williams, Street Department Supervisor

File: TS-444

August 25, 2020

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

Re: Traffic and Safety Commission Request to Make E. Cardinal Place a Dead End Street

Dear Commissioners:

The neighborhood and residents of E. Cardinal Place (between King Avenue and N Douglas Blvd) request E. Cardinal Place be made a **"Dead End"** street (No Thru Traffic) at the intersection of E. Cardinal Place and King Avenue to PERMANENTLY stop the excessive speeding occurring on our street.

In support of the neighborhood's request, the following documents are attached for your information and awareness:

- (1) The required Traffic and Safety Commission Petition form, 2 pages **(attachment #1)**
- (2) July 17, 2020 letter to the Hon. Espaniola Bowen, Ward 3 Council Member, with the initial neighborhood petition, 2 pages **(attachment #2)**
- (3) Friday, August 7, 2020 email to Hon. Espaniola Bowen, Ward 3 Council Member **(attachment #3)**
- (4) Speeding observation record, 2 pages **(attachment #4)**

**Attachment #1** has been filled out and contains the signatures of the residents indicating agreement with this request.

So you may be aware, most of the residents in our neighborhood are elderly and senior citizens, some with handicaps (see below). Our community is composed of law-abiding citizens who love our City, State, and Nation. Some of us have honorably served this great country in uniform in time of war to defend what it stands for. As a result, we take pride in our community and want to protect it for others in the future.

Because of the continuous and excessive speeds driven on our street (which shows a complete disregard for the law and our safety), we are very concerned for our family, children, grandchildren, pets, and property. Because one of our elderly neighbors is handicapped, he had a platform built to gain access to his mailbox without having to go into the street to pick up his mail due to his fear by those speeding. In the short time another elderly neighbor has been living in our community (about 4 ½ years), he has had to replace his mailbox twice as his

previous mailboxes were destroyed by vehicles of others living outside our community. In addition, he had one of his outdoor lamps busted by someone outside the community as well. We have another elderly neighbor who, because of his handicap, gets his mail in a scooter. When attempting to access his mail, he also is very cautious to evade the speeding traffic on our street. We have another neighbor who walks her dog and has had to get out of the way several times by those speeding on our street to prevent getting hurt or worse. She does not allow her children to ride their bicycles because of the danger posed by the speeding. Keep in mind that E Cardinal Place is a RESIDENTIAL street.

Other neighbors in our community have observed that some, who approach the intersection of King Avenue and E Cardinal Place, don't even stop at the Stop signs. Others simply slow down and cross the intersection without making a full stop. Not only are these drivers in violation of the law, but place themselves and others in danger! These are just a few examples of what our neighbors are enduring daily on our street.

As if all the above is not enough, our street is continuously also being littered from without. The trash dumped on our street is appalling and horrendous. Fortunately for the community, there is one neighbor in particular who voluntarily picks up the trash weekly on our street from all the neighbor's front properties. If it wasn't for this neighbor's positive contribution, our street would simply have to be renamed "E. Cardinal DUMP" instead of its current name, E Cardinal Place. All these examples indicate a complete disregard for the law as well as a total lack of respect and consideration for our community.

Ms. Espaniola Bowen, our Ward 3 Council Member, was made aware of the above issues in **Attachments #2 and #3**. In addition, the available neighbors in the community held a meeting with Ms. Bowen on Monday, August 17, 2020 to discuss the problems herein mentioned. Each neighbor present was given the opportunity to express their own concerns to Ms. Bowen and to offer a solution. All present were in complete agreement that, to permanently stop the speeding and trash problem in our community, E. Cardinal Place must be made a Dead End street at the intersection of King Avenue and E Cardinal Place.

One neighbor took it upon himself to voluntarily record, as he had the opportunity, the observed speeding on E. Cardinal Place for ten days (August 6<sup>th</sup> thru August 16<sup>th</sup>, 2020). See **Attachment #4**. This record is by no means a complete record of the ongoing speeding on our street. He simply made a record of the speeding he observed as he was available. A copy of the document with the entries recorded was given to Ms. Bowen during the aforementioned meeting. The neighbors have correctly noticed that the driving speed exceeding 25 mph in our residential area is getting worse and worse by the day and continues to put our children, pets, and property in harm's way.

As a community, please understand that we are truly grateful for the cooperation the City of Midwest City, the City Council, and the Chief of Police have given to assist with this problem. You need to also know that the members of our community support, value, and respect law enforcement personnel, their daily sacrifice, first responders, the military, and those in

authority who serve. Unfortunately, assigning police officers to our street to monitor speed is, at best, only a temporary "fix". Once the police presence is over, it's business as usual. Back to speeding! Even in spite of the lighted sign recently placed on our street (which indicates one's speed), it is being ignored if there is no police present. Ms. Bowen has also been made aware of this. We really have a very serious speeding problem on our street which needs a **PERMANENT** solution.

That permanent solution to this dilemma is to make E. Cardinal Place a Dead End street at King Avenue. As such, that is exactly what this community of neighbors is requesting.

Your favorable consideration and approval of our request is sought and will be profoundly appreciated.

Respectfully,



MIKE McLEOD, Resident  
9117 E. Cardinal Place  
Midwest City, OK 73130  
Cell: (405) 821-3580



FELIX I. GARCIA, Resident  
9201 E. Cardinal Place  
Midwest City, OK 73130  
Cell: (405) 227-7861  
Email: [cristianosolo2@yahoo.com](mailto:cristianosolo2@yahoo.com)

cc Espaniola Bowen, Ward 3 Council Member

Atch (4)

# TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s): *Make E. CARDINAL Place a Dead End Street at King Ave.*

PETITION CONTACT PERSON: Name: *Felix I. Garcia*  
Address: *9201 E. Cardinal Place*  
*Midwest City, OK 73130*  
Phone: *(405) 227-7861 (cell)*

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY.. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

*M. Wood 9117 Agree*

*Ri #9201 Agree*

*Susan McClure #9116 Agree*

*Delicia M. Coland #9108 agree*

*Jackie Parks #9100 agree*

*Larry Parker #9100 agree*

*Fred W Brown 9021 Cardinal Agree*

*Patricia Busson 9013 Cardinal Agree*

*Peggy Cothran 9105 Cardinal agree*

*Charles Colbran 9108 Cardinal Pl agree*

*Brenda Brodie 9216 Cardinal Pl agree*

*Mary Storie 9200 Cardinal Pl agree*

*Kirsten E Ja 9009 E Cardinal P. Agree?*

*Amanda Nugent 9205 E Cardinal Place Agree*

*Dwayne Bogard 9205 E Cardinal Place Agree*

**atch #1**  
**1 of 2**

# TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s): *Make E. CARDINAL Place a Dead End Street at King Ave.*

PETITION CONTACT PERSON: Name: *Felix I. Garcia*  
Address: *9201 E. Cardinal Place*  
*Midwest City, OK 73130*  
Phone: *(405) 227-7861 (cell)*

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY.. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

*Stephen Cueta* *9101 E. Cardinal Pl* *I agree*

*atch #1*  
*2 of 2*

July 17, 2020

The Honorable Española Bowen  
City Council Member, Ward 3  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Dear Hon. Ms. Bowen:

This petition, supported UNANIMOUSLY by all the residents on E. Cardinal Place (between King Avenue and Douglas Boulevard and whose signatures appear on the next page) is to formally appeal to our City Council to PERMANENTLY resolve an ongoing dangerous problem we have in our community.

Ever since E. Cardinal Place was opened at Woodland Dr. years ago, we have seen continuous and increasing violations of the posted residential speed limit of 25 mph in our community. Some neighbors even report that many either do not stop at the Stop sign on King Ave or only slow down never making a full stop. In addition, there is the constant dumping of trash in front of our houses. Without a doubt, we have a problem in our community that needs your attention. Because of the continued speeding problem, we have become increasingly concerned about our family's safety and security. We are afraid when walking our dog on the street or when our children and grandchildren play not to mention the increased risk to our pets and existing wildlife. All the previous police citations given testify to our concern, but, in spite of this effort by law enforcement, it has not curtailed or slowed down the excessive speeds or violations on our residential street. To us, this indicates complete disrespect to the residents of this community and an utter disregard for the law.

To permanently eliminate this dangerous situation in our residential community, we submit the following corrective measures be considered and implemented:

- (1) Place speed-bumps on E. Cardinal Place to prevent speeding
- (2) Make E. Cardinal Place a "Dead End" street at King Avenue
- (3) Locate police radar and speed indicators with cameras to be able to give citations by mail
- (4) Assign police officers frequently and on a more routine basis to monitor speed on E. Cardinal Place
- (5) Any other credible solution deemed adequate and approved by the City Council

Please know that we are law-abiding citizens who love our City, State, and Nation. We support, respect, and value law enforcement as well as those who represent us, like you.

Your favorable consideration and solution to this ongoing problem in our residential area is sought and requested. Our community thanks you in advance.

Respectfully,  
FOR THE RESIDENTS OF E. CARDINAL PLACE



Mike McLeod, Resident



Felix I. Garcia, Resident

atch #2  
1 of 2

E. Cardinal Place Residents

McLeod  
#9117

Di  
#9201

Susan McClure  
#9116

Delia M. Colvard, 9108

Jacqueline Beck  
#9100

Peggy Costello #9105

Bill Jensen #9017

Kirk Jus #9009

Fred Brown #9071

Charles Colvard #9108



## URGENT: The Honorable Española Bowen

From: FG (cristianosolo2@yahoo.com)  
To: ward3@midwestcityok.org  
Cc: cristianosolo2@yahoo.com  
Date: Friday, August 7, 2020, 10:44 AM CDT

Dear Hon. Bowen,

Our community is seeking your involvement and assistance. The excessive speeding that continues to occur on a regular basis on our street (E. Cardinal Place between King Avenue and N Douglas Blvd.) is simply appalling and puts our lives and property at risk. It is getting worse and worse by the day.

As a result, our community of neighbors have had enough with this negligence and blatant disregard for the law. Therefore, we have written and signed the attached petition asking the City of Midwest City to do something to PERMANENTLY put a stop to the speeding on our street. Will you help us before someone gets hurt or worse?


All of the residents were not able to sign the petition because some were not available and could not be reached. Another neighbor did not sign the petition because he is not in favor of speed-bumps. However, ALL are in agreement that something must be done to solve the speeding problem in our community.

Should it become necessary, Mr. McLeod and I are open to meet with you to further discuss this problem and to seek a solution to put this problem to rest once and for all.

Your immediate attention to this matter will be greatly appreciated by all of us. We look forward to hearing from you.

Best regards,

Felix Garcia  
Resident

 17Jul20 Petition.pdf  
594.4kB

atch#3

# Speeding for Videos

- 8/6/20 Thurs  
8/7/20 Fri
- Gray Pickup ~ 5:30 AM  
Black Nissan ~ 5:45 PM  
~ 11:35 am.  
~ 12:44 pm Gray Nissan  
~ 1:04 PM Yellow Motorcycle  
~ 1:04 PM Blue Old Pick up  
~ 1:55 2 cars opposite each other speeding  
~ 2:10 PM 2 cars, red & gray  
~ 2:12 PM Light gray Nissan  
Dark Blue car  
~ 2:17 PM  
~ 2:40 PM Dark Nissan  
~ 2:44 PM Dark Car  
~ 3:09 PM Red & Black Car  
~ 3:15 PM Deep Gray
- 8/8/20, Sat
- 8/9/20, Sun ~ 1:14 PM  
~ 6:28 pm color?  
~ 6:28 pm white car
- 8/10/20 Mon ~ 12:30-31 old dark car  
accelerating  
~ 12:43 white truck (small)  
~ 1:28 Blue car slowed down using stop light  
(police in Mike's driveway?)  
Headed towards Douglas speeding.
- ~ 5:14 pm red small car  
~ 5:16 small gray car  
~ 5:20 Black car FAST  
~ 5:23 gray car  
~ 5:24 gray wagon SUV  
~ 5:30 white vehicle  
~ 5:32 Gray car  
~ 5:33 white & gray cars fast  
~ 5:43 Black vehicle fast
- ~ 2:50 SUV  
~ 2:55 Dark car  
~ 3:04 pm Red Buick SUV  
~ 3:07 PM Gray car speeding (SUV)  
~ 3:15 old gray car  
~ 3:40 pm Gray car  
~ 3:47 PM Gray Jeep  
~ 3:57 Gray Pickup  
~ 4:31 pm white SUV small  
~ 5:14 pm Black Nissan  
~ 5:14 PM white car

Police officer @ corner of King & E Cardinal  
on 8/11/20 @ ~1:30 pm

- 8/11/20 ~ 3:51 pm Gray SUV fast
- 8/12/20 ~ 9:03 am Gray car fast  
~ 11:00 AM old pick up  
~ 11:05 AM <sup>gray car</sup> Really fast white van  
Blue car  
~ 2:07 pm Grayish/bluish car  
~ 2:08 pm white small car  
~ 2:26 Black car speeding  
~ 2:30 pm Gray Cadillac SUV  
~ 4:23 pm Dark old car  
~ 4:29 white truck  
~ 4:30 red small SUV  
~ 4:31 gray car  
~ 4:32 car  
~ 5:11 Blue SUV (jeep?)
- 8/13/20 ~ 12:22 Brown pickup (fast)  
~ 12:24 old gray/blue pickup flying  
~ 12:26 red small car slowly driving, ok.  
~ 12:31 Red pickup  
~ 12:32 white pickup  
~ 12:42 white car  
~ 1:09 Blue car small  
~ 1:51 small white pickup flying  
~ 4:47 pm Blue car flying  
Red van flying  
~ 4:49 pm Black SUV  
~ 4:51 white car flying  
~ 4:57 Blue car flying  
~ 5:06 Black pickup  
~ 5:20 pm Black pickup
- 8/16/20 ~ 4:25-4:30 pm motorcycle  
~ 5:09 motorcycle flying

atch #4  
2 of 2











**Public Works Administration**

**R. Paul Streets, Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

405-739-1061

**Patrick Menefee, City Engineer of Public Works**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062

8730 S.E. 15<sup>th</sup> Street,

Midwest City, Oklahoma 73110

Notice of the Midwest City Traffic and Safety Commission meeting was filed for the calendar year with the Midwest City Clerk and a copy of the agenda for the meeting was posted in the lobby of City Hall at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY  
TRAFFIC AND SAFETY COMMISSION MEETING  
September 17th, 2020 – 6:00 p.m.**

The meeting of the Midwest City Traffic and Safety Commission was held in the Council Chambers, Midwest City, Oklahoma County, on September 17th, 2020 at 6:00 p.m., with the following members:

Commission Members: Nick Timme  
Ed Schratwieser  
Jamie Smith  
Marcus Hayes  
Cy Valanejad

Absent: Shane Barker

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

The meeting was called to order by Nick Timme.

A. PLEDGE OF ALLEGIANCE was led by Nick Timme.

B. MINUTES:

The meeting was called to order at 6:00 p.m. Ed Schratwieser made a motion to accept the minutes. Motion was seconded by Nick Timme to approve the minutes of the meeting of August 20th, 2020.

Voting aye: All present.



C. NEW MATTERS:

(TS-443) Discussion and consideration of adding a SLOW CHILDREN AT PLAY sign along Covington Lane.

Patrick presented a summary of the item and then the applicant addressed the Commission. Jamie Smith motioned to approve the installation of a SLOW CHILDREN AT PLAY sign on Covington Lane. Seconded by Marcus Hayes.

Voting aye: All present.

(TS-444) Discussion and consideration of adding TRAFFIC CALMING measures along the 9000 block of Cardinal Place and building road extensions along Woodland Drive north to N.E. 10th Street and N.E. 6th Street from Briarwood Drive to Moraine Avenue.

Patrick presented a summary of the item and then the applicant addressed the Commission. Cy Valanejad motioned to approve the installation of TRAFFIC CALMING measures along the 9000 block of Cardinal Place and explore building road extensions along Woodland Drive north to N.E. 10th Street and N.E. 6th Street from Briarwood Drive to Moraine Avenue. Seconded by Ed Schratwieser.

Voting aye: All present.

D. OLD AND TABLED MATTERS:

None Discussed

E. COMMISSION DISCUSSION:

None Discussed.

F. PUBLIC DISCUSSION:

None Discussed.

G. FURTHER INFORMATION:

None provided.

There being no further business, a motion was made by Cy Valanejad, seconded by Jamie Smith to adjourn the meeting. Voting aye: All present. Motion: carried. Meeting adjourned at 7:30 p.m.

---

Chair

DRAFT



**Public Works Administration**  
**R. Paul Streets, Director**  
[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)  
405-739-1061

**Patrick Menefee, City Engineer of Public Works**  
[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**TO:** Honorable Mayor and City Council

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

**DATE:** October 13th, 2020

**SUBJECT:** (TS-443) Discussion and consideration of adding a SLOW CHILDREN AT PLAY sign along Covington Lane.

**DATES OF HEARINGS:** Commission September 17th, 2020  
City Council October 13th, 2020

**APPLICANT/REQUESTOR:** Mr. Dwayne T Wade  
920 Covington Drive  
Midwest City OK, 73130

**TRAFFIC & SAFETY:** The Traffic and Safety Commission recommended adding a SLOW CHILDREN AT PLAY sign along Covington Lane.

**ACTION REQUIRED:** Approve or deny a request to add a SLOW CHILDREN AT PLAY sign along Covington Lane.

**STAFF COMMENTS:**

Mr. Wade and the residents along Covington Lane have requested the subject sign be installed on their cul de sac. The residents collected signatures which are attached to this request. Staff explained to the applicant that the requested sign is a warning sign and not a regulatory sign affecting the normal flow of traffic. Staff also explained the City does not install these sign anymore, however, if a Home Owners Association in this situation submits a request, the City will allow them to install the sign at their own expense.

The applicant and the residents understand the conditions for the sign's construction, therefore, staff recommends approval.

A handwritten signature in black ink, appearing to read "Patrick Menefee", written over a horizontal line.

Patrick Menefee, P.E.,  
Public Works City Engineer

cc:

Doug Williams, Street Department Supervisor

File: TS-443



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

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

## TRAFFIC AND SAFETY COMMISSION PETITION

We, the undersigned, request that the Midwest City Traffic and Safety Commission consider the following request(s): *To have a slow children playing sign at the entrance of the Covington house edition due to drivers speeding in and out of our residence.*

PETITION CONTACT PERSON: Name: <i>Duranze T. Wade</i> Address: <i>920 Covington Cir. M.W.C. Okla.</i> Phone: <i>(405) 473-0800</i>
--

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY.. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

Check as appropriate:

Name <i>Lindsay Odell</i>	Address <i>920 Covington Cir</i>	Are you an <input checked="" type="radio"/> owner or a tenant?	Do you <input checked="" type="radio"/> agree or disagree with the request?
<input checked="" type="radio"/> Agree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Owner	<input type="radio"/> Tenant

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The City of  
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

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

**TRAFFIC AND SAFETY COMMISSION PETITION**

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Address: *920 Covington Cr. M.W.C. Okla.*  
Phone: *(405) 473-0800*

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY.. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

Check as appropriate:

Do you Agree

Are you an owner

or disagree

Name *JACQUE BOWERS*

Address

*905 Covington Ln*

or a tenant?

with the request?

Owner

Tenant

Agree

Disagree

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 Phone: *(405) 473-0800*

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Check as appropriate:

			Do you agree
		Are you an owner	or disagree
Name <i>Tangly</i>	Address <i>913 College</i>	or a tenant?	with the request?
<input checked="" type="radio"/> Agree	<input type="radio"/> Disagree	<input checked="" type="radio"/> Owner	<input type="radio"/> Tenant

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---

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Check as appropriate:

Name	<i>Darin Pate</i>	Address	<i>920 Covington</i>	Are you an owner or a tenant?	<input checked="" type="radio"/> Owner	Do you agree or disagree with the request?	<input checked="" type="radio"/> Agree
					<input type="radio"/> Tenant		<input type="radio"/> Disagree

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COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

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Patrick Menefee, P.E., City Engineer

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Address: *920 Covington Ln. M.W.C. Okla.*  
Phone: *(405) 473-0800*

NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY.. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

Check as appropriate:

Do you agree  
 or disagree  
 Are you an owner  
or a tenant?

Name	Address	Are you an owner or a tenant?	Do you agree or disagree with the request?
<i>Kim Walker</i>	<i>908 Covington Ln</i>	<input checked="" type="checkbox"/> Owner	<input checked="" type="checkbox"/> Agree
			<input type="checkbox"/> Disagree

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 COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

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

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Check as appropriate:

			Do you agree
		Are you an owner	or disagree
Name <i>ferna</i>	Address <i>917 Covington</i>	or a tenant? <input checked="" type="checkbox"/>	with the request?
		<input checked="" type="radio"/> Owner	Tenant
<input checked="" type="radio"/> Agree	<input type="radio"/> Disagree		

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 COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

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 Phone: *(405) 473-0800*

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Check as appropriate:

Do you agree

Are you an owner

or disagree

Name *Javiro Wally* Address *916 Covington Ln* or a tenant?

with the request?

Owner

Tenant

Agree

Disagree

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Billy Harless, Community Development Director

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Check as appropriate:

Name	Address	Are you an owner or a tenant?	Do you agree or disagree with the request?
<i>Rebecca Jones</i>	<i>921 Covington Ln</i>	<input checked="" type="radio"/> Owner	<input type="radio"/> Tenant
<input checked="" type="checkbox"/> Agree	<input type="checkbox"/> Disagree		

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The City of  
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 COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

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

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 Phone: *(405) 473-0800*

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Check as appropriate:

*Chelina Cump* *929 Covington Lane* Do you  agree  
*M.W.C. Okla* Are you an owner  or disagree  
 Name Address *73138* or a tenant? with the request?  
 Owner Tenant  
 Agree  Disagree

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

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

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 Phone: *(405) 473-0800*

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Check as appropriate:

Do you agree

Are you an owner

or disagree

Name

Address

or a tenant?

with the request?

*Jason Gilkey 937 Covington Lane*

Owner

Tenant

Agree

Disagree

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The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

Billy Harless, Community Development Director

Patrick Mcnefee, P.E., City Engineer

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NOTE : ONLY ONE SIGNATURE PER ADDRESS IS NECESSARY.. ALL AFFECTED RESIDENTS MUST SIGN THIS PETITION INDICATING AGREEMENT OR DISAGREEMENT.

Check as appropriate:

Do you agree

Are you an owner

or disagree

or a tenant?

with the request?

Name

Address

*Janice Wade 920 Covington Cr.*

Owner

Tenant

Agree

Disagree

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**Public Works Administration**

**R. Paul Streets, Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

405-739-1061

**Patrick Menefee, City Engineer of Public Works**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

405-739-1062

8730 S.E. 15<sup>th</sup> Street,

Midwest City, Oklahoma 73110

Notice of the Midwest City Traffic and Safety Commission meeting was filed for the calendar year with the Midwest City Clerk and a copy of the agenda for the meeting was posted in the lobby of City Hall at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY  
TRAFFIC AND SAFETY COMMISSION MEETING  
September 17th, 2020 – 6:00 p.m.**

The meeting of the Midwest City Traffic and Safety Commission was held in the Council Chambers, Midwest City, Oklahoma County, on September 17th, 2020 at 6:00 p.m., with the following members:

Commission Members: Nick Timme  
Ed Schratwieser  
Jamie Smith  
Marcus Hayes  
Cy Valanejad

Absent: Shane Barker

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

The meeting was called to order by Nick Timme.

A. PLEDGE OF ALLEGIANCE was led by Nick Timme.

B. MINUTES:

The meeting was called to order at 6:00 p.m. Ed Schratwieser made a motion to accept the minutes. Motion was seconded by Nick Timme to approve the minutes of the meeting of August 20th, 2020.

Voting aye: All present.



C. NEW MATTERS:

(TS-443) Discussion and consideration of adding a SLOW CHILDREN AT PLAY sign along Covington Lane.

Patrick presented a summary of the item and then the applicant addressed the Commission. Jamie Smith motioned to approve the installation of a SLOW CHILDREN AT PLAY sign on Covington Lane. Seconded by Marcus Hayes.

Voting aye: All present.

(TS-444) Discussion and consideration of adding TRAFFIC CALMING measures along the 9000 block of Cardinal Place and building road extensions along Woodland Drive north to N.E. 10th Street and N.E. 6th Street from Briarwood Drive to Moraine Avenue.

Patrick presented a summary of the item and then the applicant addressed the Commission. Cy Valanejad motioned to approve the installation of TRAFFIC CALMING measures along the 9000 block of Cardinal Place and explore building road extensions along Woodland Drive north to N.E. 10th Street and N.E. 6th Street from Briarwood Drive to Moraine Avenue. Seconded by Ed Schratwieser.

Voting aye: All present.

D. OLD AND TABLED MATTERS:

None Discussed

E. COMMISSION DISCUSSION:

None Discussed.

F. PUBLIC DISCUSSION:

None Discussed.

G. FURTHER INFORMATION:

None provided.

There being no further business, a motion was made by Cy Valanejad, seconded by Jamie Smith to adjourn the meeting. Voting aye: All present. Motion: carried. Meeting adjourned at 7:30 p.m.

---

Chair

DRAFT



**Claudia Koos**  
**Communications & Marketing**  
[ckoos@midwestcityok.org](mailto:ckoos@midwestcityok.org)  
100 N. Midwest Blvd.  
Midwest City, Oklahoma 73110  
405-739-1206

## Memorandum

TO: Honorable Chairman and Trustees, Midwest City Municipal Authority

FROM: Claudia Koos, Communications and Marketing Director

DATE: October 13, 2020

SUBJECT: Discussion and consideration of restricting public vehicular access to Morris McGee Drive from October 21, 2020 to January 8, 2021 to only that associated with Holiday Lights Spectacular.

As in the past, we are requesting that public vehicular access to Morris McGee Drive be restricted to only that associated with Holiday Lights Spectacular. This year's Holiday Lights Spectacular will run from November 20, 2020 through December 25, 2020.

Staff recommends approval.

  
Claudia Koos  
Communications and Marketing Director



**MIDWEST CITY**

*Where the Spirit Flies High*

DISCUSSION ITEMS





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

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

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

**Date:** October 13, 2020

**Subject:** (PC-2043) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-4, General Commercial district, subject to staff comments, for the property addressed as 2224 S. Air Depot Boulevard.

Per the attached memo, the applicant has requested to withdraw this application.

Action is at the discretion of the City Council.

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

Billy Harless, AICP  
Community Development Director

KG

**WILLIAMS, BOX, FORSHEE & BULLARD, P.C.**

*ATTORNEYS AND COUNSELLORS*

522 COLCORD DRIVE

OKLAHOMA CITY, OKLAHOMA 73102-2202

TELEPHONE  
(405) 232-0080

TELECOPIER  
(405) 236-5814

JOHN MICHAEL WILLIAMS  
DAVID M. BOX  
KEITH R. GIBSON  
CARLA J. SHARPE  
PAUL LEFEBVRE  
LYN MARTIN-DIEHL  
MICHAEL D. O'NEAL  
MASON J. SCHWARTZ  
COOPER T. HAHN

*Of Counsel*  
DENNIS R. BOX  
WILLIAM J. BULLARD  
RICHARD D. FORSHEE

September 21, 2020

Billy Harless  
Kellie Gilles  
Community Development Department  
100 N. Midwest Boulevard,  
Midwest City, OK 73110

Re: PC-2043; 2224 S. Air Depot

Mr. Harless and Ms. Gilles:

Please let this letter serve as our formal request to withdraw the above application.

Sincerely,



David M. Box

cc: Councilman Susan Eads (via email)  
Client



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

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

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

**Date:** August 25, 2020

**Subject:** (PC-2043) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial to SPUD, Simplified Planned Unit Development, governed by the C-4, General Commercial district, subject to staff comments, for the property addressed as 2224 S. Air Depot Boulevard.

**Executive Summary:** The structure at 2224 S. Air Depot. is currently vacant. This request is to rezone the property to a Simplified Planned Unit Development, SPUD, governed by the C-4, General Commercial district. The commercial zoning districts in the Midwest City Zoning Ordinance are cumulative, meaning that all uses allowed in the C-3, Community Commercial district are also allowed in the C-4 district with the C-4 district allowing additional, more intensive uses. This application requests to allow all C-3 uses and the one C-4 use of commercial marijuana grow. Staff met with the applicant in May of 2019 to discuss the possibility of rezoning this property to allow the use of commercial marijuana grow as this use is not allowed in the C-3 district. The Midwest City Council adopted an ordinance creating the use of commercial marijuana grow and setting forth the allowable zoning districts for the use which are C-4, General Commercial, I-1, Light Industrial, I-2, Moderate Industrial and I-3, Heavy Industrial. In February 2020, a similar application for a SPUD to allow grow was approved for a location on E. Reno. Notice was sent to all property owners within 300 feet of the area of request as well as published in the Journal Record. As of this writing, no protest has been submitted. The SPUD application does not include any request for variances. This item is continued from the June 23, 2020 Council meeting. Action is at the discretion of the Planning Commission and City Council.

**Dates of Hearing:** Planning Commission – June 2, 2020  
City Council – June 23, 2020 - August 11, 2020 - August 25, 2020

**Council/Ward:** Ward 1 – Susan Eads



**Applicant:** David M. Box

**Owner:** Hunter Grace, LLC.

**Proposed Use:** marijuana grow

**Size:**

The area of request contains approximately 95' of frontage on S. Air Depot Blvd. and contains an area of approximately .32 acres.

**Zoning Districts:**

- Area of Request – C-3, Community Commercial
- North – R-6, Single Family Detached Residential
- South – C-3, Community Commercial
- West – C-3, Community Commercial
- East – C-3, Community Commercial



**Land Use:**

Area of Request – Vacant building

North – Single Family Home



South – Commercial uses



East – Commercial uses



West – Commercial uses/Adair Blvd.



**Future Land Use**

Area of request – Commercial

North and West – Office/Retail

South and East – Commercial

**Comprehensive Plan Citation:**

Commercial

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops, and pawnshops. Commercial uses are often located along major thoroughfares, not because they need the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the fact that commercial uses often have a greater need for outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.

**Municipal Code Citation:**

**2.26 SPUD, Simplified Planned Unit Development**

**2.26.1. General Description**

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

The SPUD may be used for particular tracts or parcels of land that are to be developed as one unit according to a master development plan map.

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

**2.26.2 Intent and Purpose**

The intent and purpose of the simplified planned unit development provisions are to ensure:

**(A) Innovative development**

Encouraging innovative development and protect the health, safety and welfare of the community.

**(B) Efficient use of land**

Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems;

**(C) Appropriate limitations and compatibility**

Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

**History:**

1. PC- The property has been zoned R-6, Single Family Detached Residential since the adoption of the 1985 Zoning Map.
2. The Planning Commission recommended approval of this item June 2, 2020.
3. The City Council took no action on this item at the June 23, 2020 or August 11, 2020 meetings.

**Staff Comments:**

**Engineer's report:**

Note: No engineering improvements are required with this application.

**Water Supply and Distribution**

A twelve (12) inch public water main is located along the east side of S Air Depot. The existing building in the area of request is currently on City water, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

Multiple public sewer mains are located within or bordering area of request. The public sewer main is accessible and the existing building is connected to the city sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off S Air Depot Boulevard and W Harmon Drive. Recent improvements have been made to S Air Depot which removed the option of a southbound left into the northern drive. Southbound access is still provided via W Harmon Drive.

S Air Depot is classified as a Secondary Arterial and W Harmon Drive as a local road in the 2008 Comprehensive Plan.

The applicant has stated in the Master Design Statement, 9.10 as the existing sidewalks conform to all sidewalk regulations. This office disagrees with this statement since there are no sidewalks on the property which appear to meet City or federal ADA regulations. Although sidewalk improvements are not required with this application, future building permits will require that sidewalks are considered.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with houses already established. The area of request is shown to be in an “Area of Minimal Flood Hazard” meaning no floodplain on Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 18th, 2009. Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

No further easements or right of way would be required with this application.

**Fire Marshal’s report:**

The Fire Marshal has reviewed this application. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

**Plan Review Comments:**

As mentioned in the Executive Summary, staff met with the applicant in May of 2019 to discuss this application.

The Zoning Ordinance was updated in late 2018 after Oklahoma voters approved a measure to legalize medical marijuana in the State. Use unit classifications were created for commercial marijuana grow and processing.

The use of commercial marijuana grow was approved as an allowable use in the C-4, General Commercial, I-1, Light Industrial, I-2, Moderate Industrial and I-3, Heavy Industrial zoning districts. These were approved as the allowable zoning districts as they are typically buffered from single-family residential districts.

As noted in the executive summary, the commercial uses listed in the Midwest City Zoning Ordinance are cumulative. This means that all uses currently allowed in the C-3, Community

Commercial (less intensive) district are also allowed in the C-4, General Commercial (more intensive) district.

The C-4 district also allows more intensive uses such as automotive sales and rentals and manufactured home sales. This is an application to rezone this parcel to a SPUD, governed by the C-4, General Commercial district, allowing all uses that are also currently allowed in C-3 and the one additional C-4 use of commercial marijuana grow.

If this request is approved, staff would recommend that the applicant meet with the Chief Building Official and Fire Marshal to ensure that all equipment to be used as part of the growing process meets current building, electrical and fire codes. A building permit will be required for any remodeling. Trade permits will be required for any mechanical, electrical or plumbing work done.

A master development plan is not required as the structure is already existing and there are no plans to expand or change the existing structure. Parking is existing in front of and behind the structure.

The SPUD document is included with this agenda item. No variances are requested with this application.

This item was heard by the City Council on June 23, 2020 and no action was taken to allow the applicant and Councilmember Eads to discuss concerns. A conference call occurred on July 21, 2020 between the applicant, Councilmember Eads and staff to discuss this application. No changes are proposed to the SPUD document as originally submitted as a result of the meeting.

Action is at the discretion of the City Council.

**Action Required:**

Approve or reject the ordinance to redistrict to SPUD for the property as noted herein, subject to staff's comments as found in the August 25, 2020 agenda packet and made a part of PC-2043 file.



Billy Harless,  
Community Development Director

KG

The City of  
**MIDWEST CITY**

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director

Brandon Bundy, P.E., C.F.M., City Engineer

---

To: Kellie Gilles, Plans Review Manager

From: Brandon Bundy, City Engineer

Date: May 11<sup>th</sup>, 2020

Subject: Engineering staff comments for pc-2043 application

**ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2043:**

Note: No engineering improvements are required with this application.

**Water Supply and Distribution**

A twelve (12) inch public water main is located along the east side of S Air Depot. The existing building in the area of request is currently on City water, therefore water line improvements are not required as outlined in Municipal Code 43-32.

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**Easements and Right-of-Way**

No further easements or right of way would be required with this application.



## Midwest City Fire Marshal's Office

8201 E Reno Avenue, Midwest City, OK 73110  
[dhelmberger@midwestcityok.org](mailto:dhelmberger@midwestcityok.org) Office: 405-739-1355  
[www.midwestcityok.org](http://www.midwestcityok.org)



Re: PC - 2043

Date: 12 May 2020

PC-2043 is a request to rezone the parcel at 2224 S. Air Depot from C-3 to a SPUD governed by C-4.

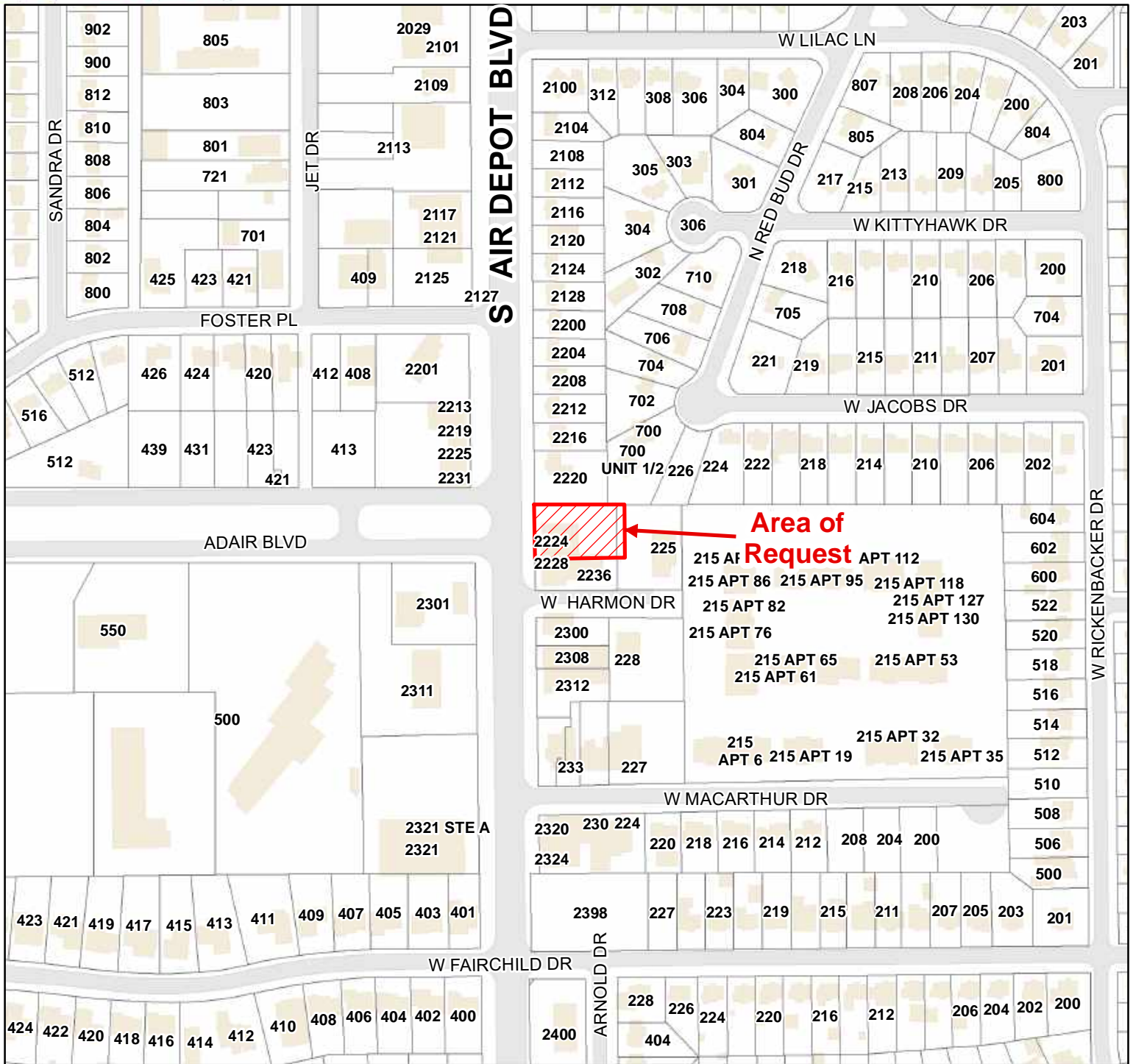
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Respectfully,

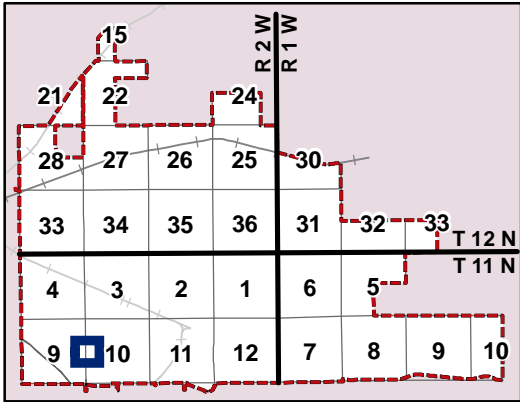
A handwritten signature in black ink, appearing to read "D. Helmberger".

Duane Helmberger  
Fire Marshal  
Midwest City Fire Department








The Midwest City Fire Department is committed to providing the highest level of public safety services for our community and citizens. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention and public education.



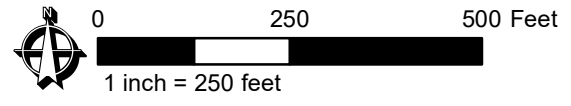
Locator Map



**General Map Legend**

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits
- Railroads**
-  Active
-  Inactive / Closed

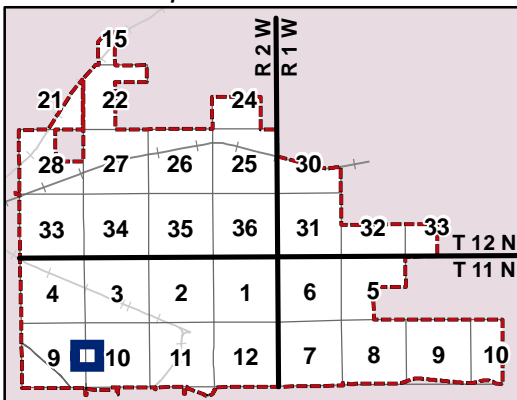
**GENERAL MAP FOR  
PC-2043  
(SW/4, Sec. 10, T11N, R2W)**



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



Locator Map

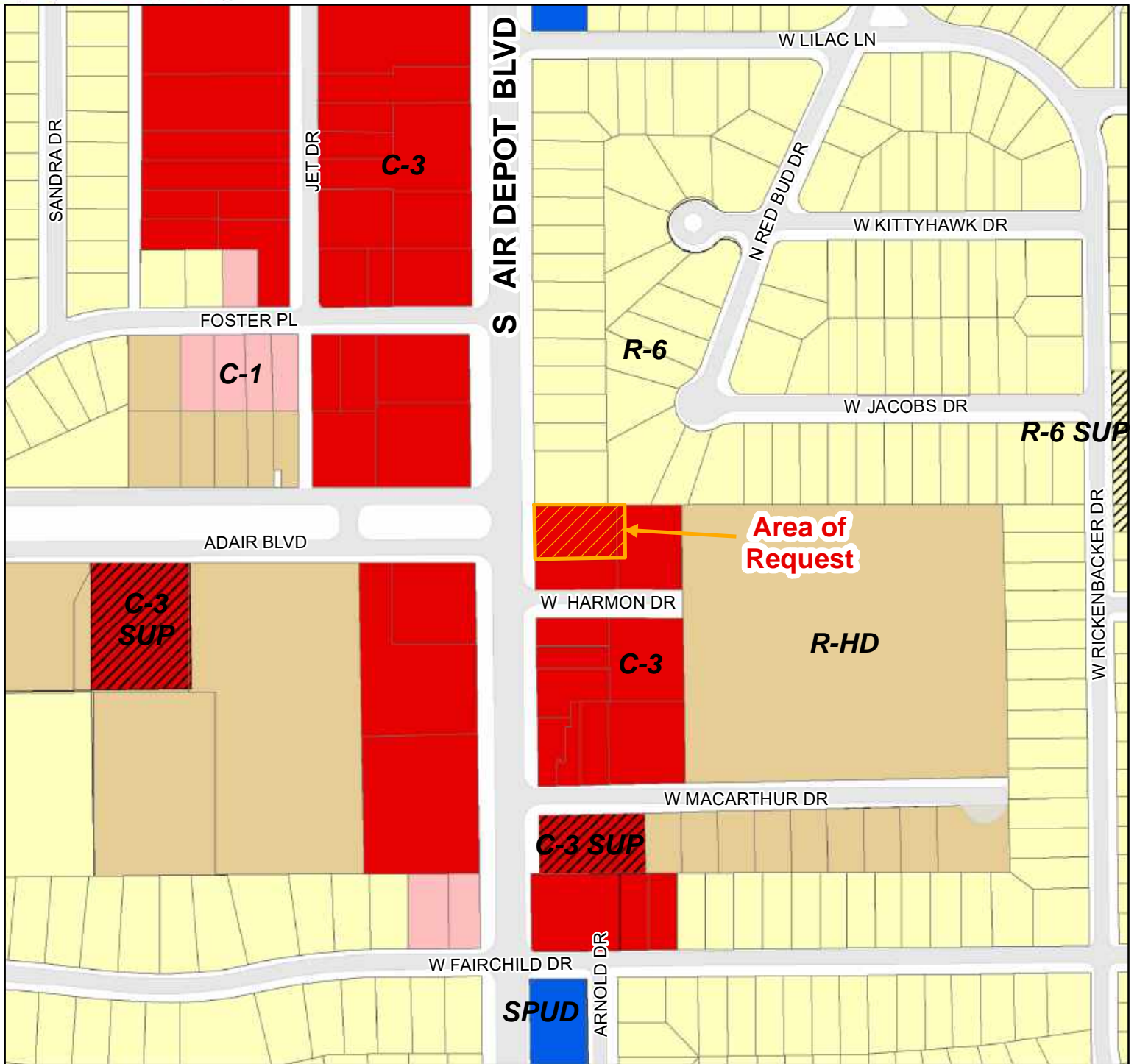


## 2020 NEARMAP AERIAL VIEW FOR PC-2043 (SW/4, Sec. 10, T11N, R2W)

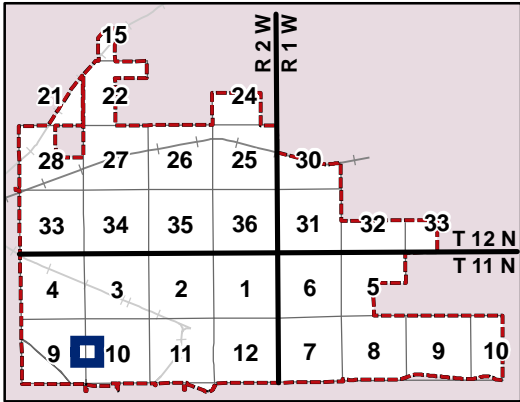


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Locator Map



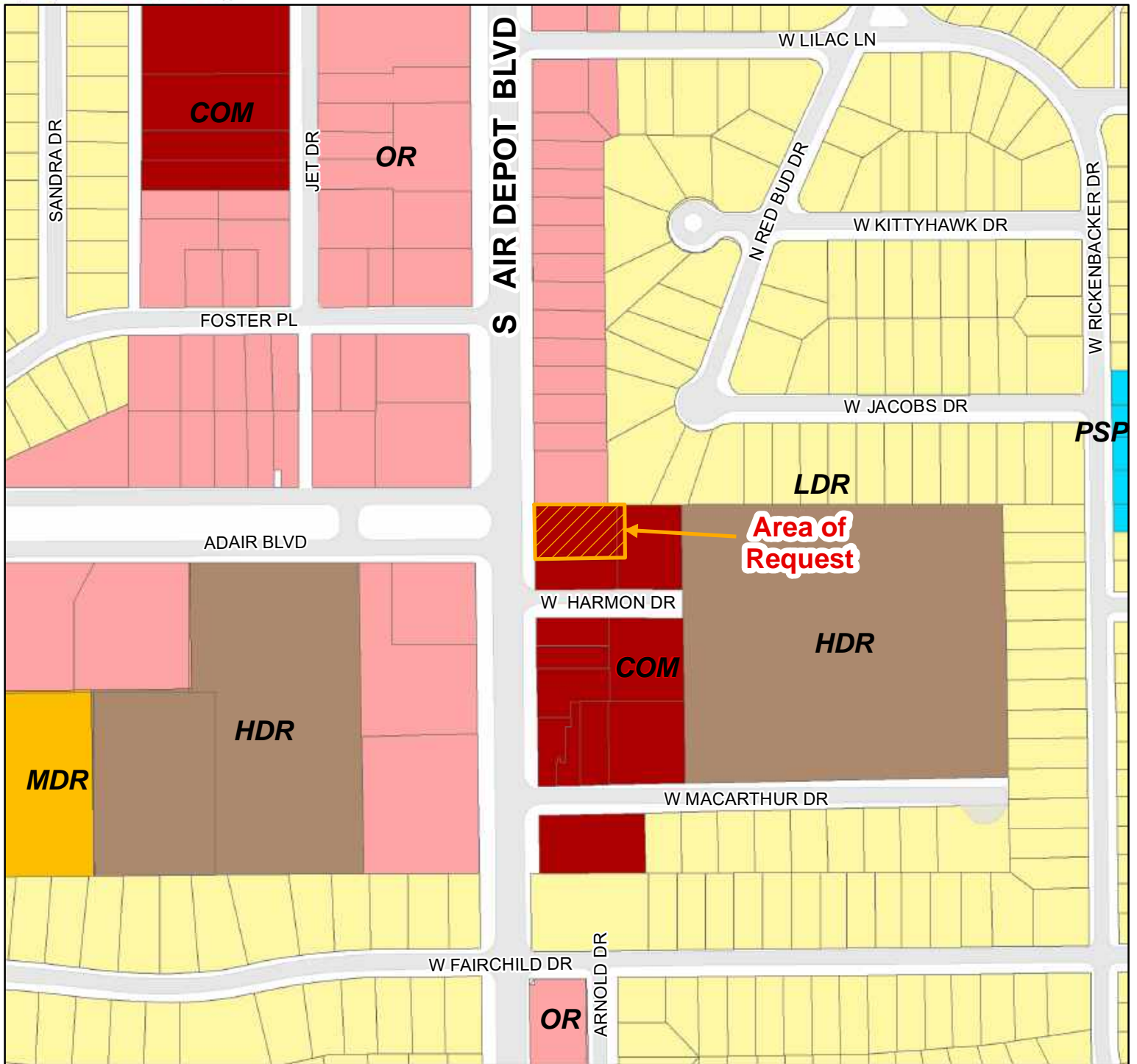
Current Zoning Legend

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

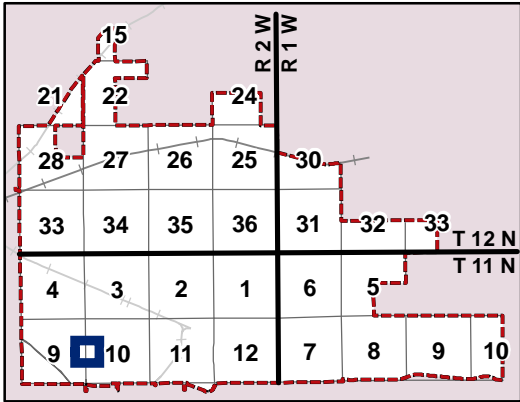
**ZONING MAP FOR  
PC-2043  
(SW/4, Sec. 10, T11N, R2W)**



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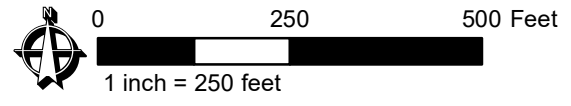
Locator Map



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-2043 (SW/4, Sec. 10, T11N, R2W)



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1 **PC-2043**

2 **ORDINANCE NO. \_\_\_\_\_**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**  
4 **DESCRIBED IN THIS ORDINANCE TO SPUD, SIMPLIFIED PLANNED UNIT DE-**  
5 **VELOPMENT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**  
6 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZON-**  
7 **ING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 SECTION 1. That the zoning district of the following described property is hereby reclassified  
11 to SPUD, Simplified Planned Unit Development, subject to the conditions contained in the PC-  
12 2043 file, and that the official Zoning District Map shall be amended to reflect the reclassifica-  
13 tion of the property’s zoning district as specified in this ordinance:

14 All of Lot Two (2) and the North 95 feet of the West 15 feet of Lot Three (3) of  
15 MCCORKLE PARK ADDITION to Oklahoma County, Oklahoma, according to the rec-  
16 orded plat thereof

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

19 SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is  
20 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-  
21 tions of the ordinance.

22 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
23 on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

24 THE CITY OF MIDWEST CITY, OKLAHOMA

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

27 ATTEST:

28 \_\_\_\_\_  
29 SARA HANCOCK, City Clerk

30 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

31 \_\_\_\_\_  
32 HEATHER POOLE, City Attorney

THE CITY OF MIDWEST CITY  
SIMPLIFIED PLANNED UNIT DEVELOPMENT

**SPUD-\_\_\_**

MASTER DESIGN STATEMENT FOR

**2224 S. Air Depot**

**April 20, 2020**

PREPARED BY:

Williams, Box, Forshee & Bullard PC  
522 Colcord Drive  
Oklahoma City, OK 73102  
405-232-0080 Phone  
405-236-5814 Fax  
[dmbox@wbflaw.com](mailto:dmbox@wbflaw.com)

**1.0 INTRODUCTION**

This Simplified Planned Unit Development consists of approximately 0.32 acres and is located at 2224 S. Air Depot Blvd. in the City of Midwest City, Oklahoma.

**2.0 LEGAL DESCRIPTION**

The legal description of the property is described in attached Exhibit A, which is made a part of this design statement.

**3.0 OWNER/DEVELOPER**

The owner/developer of the property described in Section 2.0 is Hunter Grace, LLC.

**4.0 SCOPE AND CONCEPT**

The concept is to use the existing building and allow an entity licensed by the Oklahoma State Department of Health to grow, harvest and package medical marijuana for the purpose of selling medical marijuana to a dispensary or processor.

**5.0 SITE AND SURROUNDING DEVELOPMENT**

This property is presently zoned C-3, Community Commercial District. The property surrounding the proposed SPUD is zoned as follows:

- North: R-6, Single Family Detached Residential
- South: C-3, Community Commercial
- East: C-3, Community Commercial
- West: Right-of-way and C-3, Community Commercial

**6.0 SITE**

The subject property is currently developed as a commercial building.

**7.0 SERVICE AVAILABILITY**

**7.1 STREETS**

This site is located off S. Air Depot Blvd., north of SE 29<sup>th</sup> St. and south of SE 15<sup>th</sup> St.

**7.2 WATER LINE**

Water facilities to the site are available.

**7.3 SANITARY SEWER LINE**

Sanitary sewer facilities to the site are available.

**7.4 GAS, ELECTRICAL AND TELEPHONE SERVICES**

Gas, electrical, and telephone services serve several developments in the area of this Planned Unit Development and have lined adjacent to the subject property. Proper coordination with the various utility companies will be made in conjunction with this Development.

**7.5 FIRE PROTECTION**

There is a Midwest City Fire Station in close proximity to the site. Station #2 is at 550 Adair Blvd.

**8.0 SPECIAL DEVELOPMENT REGULATIONS**

The use and development regulations set out herein shall control the development and use of the property listed in Exhibit A (legal description). 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 continued in this Planned Unit Development shall take precedent and control the development and use of the property. All regulations not specifically addressed herein shall comply with zoning ordinances and building regulations of The City of Midwest City in effect at the time of the approval of this SPUD, along with State and Federal Regulations as they may apply.

The use and development regulations of the C-4, General Commercial District shall govern development of this SPUD, except as modified below.

**In addition to the uses allowed pursuant to any lower commercial zoning district other than the base zoning district, the following use shall be the only C-4 use permitted within this SPUD:**

- 4.5.10 *Commercial Medical Marijuana Grower.*

**9.0 GENERAL REGULATIONS:**

**9.1 FAÇADE REGULATIONS**

All existing structures shall be permitted to remain on site and shall be deemed to conform to any requirements contained within the SPUD. For exterior work on existing structures, building materials shall be permitted to match or be of similar kind to those building materials currently utilized on existing structures.

In the event that any new structure is built, it shall conform to the following:

Exterior building wall finish on all structures, exclusive of windows and doors, shall consist of a minimum 80% brick veneer, rock or stone masonry, stucco and cementitious siding (including, but not limited to, the brand commonly known as James Hardie). No more than 30% EIFS (Exterior Insulation Finish System) shall be permitted. Exposed metal or exposed concrete block buildings shall not be permitted.

## **9.2 LANDSCAPING REGULATIONS**

The current landscaping on site shall remain and be deemed to conform to any applicable regulation. In the event that any new structure is built, said landscaping shall meet all requirements of the City of Midwest City's Landscaping Ordinance in place at the time of development.

## **9.3 SIGHT PROOF SCREENING REGULATIONS**

The current screening on site shall remain and be deemed to conform to any applicable regulation. In the event that any new structure is built, said sight proof screening shall meet all requirements of the City of Midwest City's Sight Proof Screening ordinance in place at the time of development.

## **9.4 DUMPSTER REGULATIONS**

Dumpster(s) shall be consolidated where practical and located within an area a minimum of 20 feet from any residential district and shall be screened by a 8' masonry wall on three sides and a minimum of 11' wide clear space when gates are open.

## **9.5 ACCESS REGULATIONS**

Access to the site shall be permitted from S. Air Depot Blvd. and W. Harmon Dr.

## **9.6 SIGNAGE REGULATIONS**

All existing signage on this parcel shall be deemed to conform to all signage regulations for the existing development on the site. All new development on this parcel shall be in accordance with the following:

### **9.6.1 Freestanding Signs:**

All freestanding signs shall be ground (monument) signs with the maximum height being 10 feet and maximum size being 100 square feet in area. The sign shall have no less than 25 square feet of landscaping at the base. No pole signs will be allowed.

**9.6.3 Attached Signs:**

Attached signs will be in accordance with the base zoning district regulations.

**9.6.4 Non-Accessory Signs:**

Non-accessory signs are specifically prohibited in this SPUD.

**9.6.5 Electronic Message Display Signs:**

Electronic Message Display signs shall be prohibited within this SPUD.

**9.7 LIGHTING REGULATIONS**

All existing lighting on this parcel shall be deemed to conform to all lighting regulations for the existing development on the site.

In the event that any new structure is built, said lighting shall be required to be in accordance with Midwest City Code.

**9.8 SETBACK REGULATIONS**

The existing building shall be deemed to conform to all setback regulations for the existing development on the site.

In the event that any new structure is built, said building shall be required to be in accordance with the base zoning district.

**9.9 HEIGHT REGULATIONS**

The existing building shall be deemed to conform to all parking regulations for the existing development on the site.

In the event that any new structure is built, said building shall be required to be in accordance with the base zoning district.

**9.10 SIDEWALK REGULATIONS**

The existing sidewalks shall be deemed to conform to all sidewalk regulations for the existing development on the site.

**9.11 PARKING REGULATIONS**

The existing parking shall be deemed to conform to all parking regulations for the existing development on the site.



In the event that any new structure is built, said parking shall be required to be in accordance with the base zoning district.

**10.0 EXHIBITS:**

Exhibit A – Legal Description  
Exhibit B – On site aerial

## **Exhibit A**

### **Legal Description**

All of Lot Two (2) and the North 95 feet of the West 15 feet of Lot Three (3) of MCCORKLE PARK ADDITION to Oklahoma County, Oklahoma, according to the recorded plat thereof.



NINJA ELECTRIC

Call for  
Instant Service  
405-VOLTAGE



2224



2224 S Air Depot Blvd

© 2020 Google

Google Earth

35°26'31.17" N 97°24'21.09" W elev 1234 ft eye alt 1480 ft



City Clerk Department  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1240  
fax 405.869.8655

TO: Honorable Mayor and Council  
FROM: Sara Hancock, City Clerk  
DATE: October 13, 2020  
SUBJECT: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of Regular Meetings of Council; and providing for repealer and severability.

---


Per Charter, Article I, Section 10: The City Council shall hold at least one (1) regular meeting each month at the Municipal Building at a date and hour to be set by ordinance or resolution.

The attached ordinance would require only one (1) meeting in the months of February, April, May, July, September, November and December.

The Council Meetings for 2021 would be as follows:

January 12 and 26  
February 23  
March 9 and 23  
April 27  
May 25  
June 8 and 22  
July 27  
August 10 and 24  
September 28  
October 12 and 26  
November 9  
December 14

Action is at the discretion of the Council.

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

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

**AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION, ARTICLE II, CITY COUNCIL, SECTION 2-11, TIME OF REGULAR MEETINGS OF COUNCIL; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

**ORDINANCE**

**SECTION 1.** The Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-11, is hereby amended to read as follows:

**Sec. 2-11. – Time of regular meetings of council.**

All regular meetings of the council of the city shall be held at or after 6:00 p.m., and shall be held on every second and every fourth Tuesday of each month except for the months as follows, of July and December in which there shall be only one (1) regular meeting held: November and December, which meeting shall be held on the second Tuesday; February, April, May, July, and September, which meeting shall be held on the fourth Tuesday. If the date of a regular meeting falls on a holiday recognized by the city, that meeting shall be held on the next day that is not a holiday.

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

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

PASSED AND APPROVED by the mayor and city council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE, City Attorney





**City Attorney**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
hpoole@midwestcityok.org  
Office: 405.739.1203  
www.midwestcityok.org

TO: Mayor and Council

FROM: Heather Poole, City Attorney

Date: October 13, 2020

Subject: Discussion and Consideration of an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, by amending Article II, City Council, Section 2-17, "Elected Official Accountability Act and Ethics Policy;" and providing for repealer and severability; and approving code of conduct to be signed by councilmembers.

At the request of Mayor Dukes, the research and proposed drafts of a code of conduct to be signed by Councilmembers and the corresponding amendments to Ordinance 2-17 have been provided to the ordinance review committee and councilmembers to clarify the ethical expectations of councilmembers. This ordinance change was recommended for approval by the Ordinance Review Committee on September 28, 2020.

Respectfully,

*Heather Poole*

\_\_\_\_\_  
Heather Poole, City Attorney





**City of Midwest City  
Midwest City, Oklahoma  
EST 1942**

**Code of Ethics and Conduct  
for  
Elected and Appointed Officials**

*"Always do right. This will gratify some people and  
astonish the rest."*

*-- Mark Twain*

Adopted by Resolution No.  
Amended by Resolution No.  
Amended by Resolution No.

## Policy Purpose

The Midwest City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Midwest City's City government.

### A. **ETHICS**

The citizens and businesses of Midwest City are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government.
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Treasurer, and City Clerk and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Midwest City and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.
2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of Oklahoma and the City of Midwest City in the performance of their public duties.
3. **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the staff or public.
4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
5. **Conduct at Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

7. **Communication.** For adjudicative hearings pending before the body, members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and/or City Manager and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Oklahoma Ethics Commission or other appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

9. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
11. **Use of Public Resources.** Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.
12. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their own bodies or before the

Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. **Advocacy.** Members shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Midwest City, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.
14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Midwest City government as outlined in the Midwest City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
15. **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

## **B. CONDUCT GUIDELINES**

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Midwest City.

### **1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings**

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

#### *(a) Honor the role of the chair in maintaining order*

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- (b) *Practice civility and decorum in discussions and debate*  
Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.
- (c) *Avoid personal comments that could offend other members*  
If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.
- (d) *Demonstrate effective problem-solving approaches*  
Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

## **2. Elected and Appointed Officials' Conduct with the Public in Public Meetings**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) *Be welcoming to speakers and treat them with care and gentleness.*  
While questions of clarification may be asked, the official's primary role during public testimony is to listen.
- (b) *Be fair and equitable in allocating public hearing time to individual speakers.*  
The chair will determine and announce limits on speakers at the start of the public hearing process.
- (c) *Practice active listening*  
It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes.
- (d) *Maintain an open mind*  
Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.
- (e) *Ask for clarification, but avoid debate and argument with the public*  
Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

### **3. Elected and Appointed Officials' Conduct with City Staff**

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) *Treat all staff as professionals*

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

(b) *Do not disrupt City staff from their jobs*

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

(c) *Never publicly criticize an individual employee*

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Manager or the Mayor.

(d) *Do not get involved in administrative functions*

Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

(e) *Do not solicit political support from staff*

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

(f) *No Attorney-Client Relationship*

Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

(g) *Council Member Must Resign*

If a sitting council member intends to apply for a full time or part time position with the City of Midwest City, he/she must resign from the council before applying for that position.

#### 4. Council Conduct with Boards, Committees and Commissions

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

(a) *If attending a Board, Committee or Commission meeting, be careful to only express personal opinions*

Councilmembers may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board, Committee or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

(b) *Limit contact with Board, Committee and Commission members to questions of clarification*

It is inappropriate for a Councilmember to contact a Board, Committee or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Committee or Commission members in order to clarify a position taken by the Board, Committee or Commission.

(c) *Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers*

The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."

(d) *Be respectful of diverse opinions*

A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.

(e) *Keep political support away from public forums*

Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

## C. SANCTIONS

(a) *Acknowledgement of Code of Ethics and Conduct*

Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) *Ethics Training for Local Officials*

Councilmembers, City Treasurer, City Clerk, Board, Committee and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees, and may be subject to sanctions.

(c) *Behavior and Conduct*

The Midwest City Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Midwest City Council, Boards, Committees and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

### Councilmembers:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Midwest City and with intergovernmental agencies) or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the full Council.

### Board, Committee and Commission Members:

Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board, Committee and Commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager, and the City Council.



The City Council may impose sanctions on Board, Committee and Commission members whose conduct does not comply with the City’s policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board, Committee or Commission member conduct. Also, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the City Manager or the City Attorney to investigate the allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 1.13 of the State Bar Rules of Professional Conduct, who knows or reasonably believes a member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

**D. IMPLEMENTATION**

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council, City Treasurer, City Clerk, applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated it as necessary.

**Example:**

*I affirm that I have read and understand the City of Midwest City Code of Ethics and Conduct for Elected and Appointed Officials.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION, BY AMENDING ARTICLE II, CITY COUNCIL, SECTION 2-17, "ELECTED OFFICIAL ACCOUNTABILITY ACT AND ETHICS POLICY,"; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

**ORDINANCE**

**SECTION 1.** The Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-17, Elected Official Accountability Act and Ethics Policy, is hereby amended to read as follows:

**Sec. 2-17. - Elected official accountability act and ethics policy.**

For ease of reference the term "member" refers to any member of the City Council, or City Boards, Committees and Commissions established by City ordinance or Council policy.

**A. ETHICS**

The citizens and businesses of the City of Midwest City are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of the City of Midwest City and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.
2. Comply with both the spirit and the letter of the Law and City Policy. Members shall comply with the laws of the nation, the State of Oklahoma and the City of Midwest City in the performance of their public duties.
3. Conduct of Members. The professional conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, towards other members of Council, Boards, Committees and Commissions, and the staff.
4. Respect for Process. Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
5. Conduct at Public Meetings. Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.
6. Decisions Based on Merit. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making

adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

7. Communication. For adjudicative hearings pending before the body, members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.
8. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they or a member of his/her immediate family (defined as any person related within the third degree by blood or marriage to the council member) have

(a) a material financial interest or on:

- 1) any business entity in which the councilmember has a direct or indirect interest;
- 2) any real property in which the councilmember has a direct or indirect interest; or
- 3) any business entity in which the councilmember is a director, officer, partner, trustee or employee, or holds any position of management.,

(b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or

(c) a strong personal bias.

9. A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney or City Manager and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the City Manager and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

10. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts to the City Attorney and City Manager or any other City staff; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law, failure to comply may lead to conduct being reported to the District Attorney.

11. Gifts and Favors. Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

12. (a) *Conflict of interest.* No member of the council shall receive any payments or gifts, other than those provided in the Charter or in the Code of Ordinances, for action or inaction in his/her elected capacity, nor shall any member of the council make, participate in making, or

~~in any way attempt to use his/her official position to influence the making of any decision that s/he knows or should know will have a reasonably foreseeable material financial effect, distinguishable from its affect on the public generally, on the member of the council or a member of his/her immediate family (defined as any person related within the third degree by blood or marriage to the councilmember) or on:~~

- ~~(1) Any business entity in which the council member has a direct or indirect interest;~~
- ~~(2) Any real property in which the council member has a direct or indirect interest; or~~
- ~~(3) Any business entity in which the council member is a director, officer, partner, trustee or employee, or holds any position of management.~~

13. Use of Public Resources. Members shall not use public resources, which are not available to public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.

14. (b) *Executive session.* Confidential Information. Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. No member of the council shall disclose confidential discussions occurring in executive session with anyone other than other councilmembers or invited staff/guests. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests. ~~nor shall any councilmember use any confidential information obtained in executive session or other privileged source for foreseeable material gain, distinguishable from its affect on the public generally,~~ for the member of the council or a member of his/her immediate family or on:

- (1) Any business entity in which the council member has a direct or indirect interest;
- (2) Any real property in which the council member has a direct or indirect interest; or
- (3) Any business entity in which the councilmember is a director, officer, partner, trustee or employee, or holds any position of management.

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18. Independence of Boards, Committees and Commissions. Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.
19. Positive Work Place Environment. Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.
20. ~~(e)~~-Elections. No member of the council or candidate for council shall receive more than an amount established by state law in monetary or in-kind donations for each council election for which the member of council or candidate seeks office.

## B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Midwest City.

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#### (b) Practice civility and decorum in discussions and debate

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does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

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(b) Be fair and equitable in allocating public hearing time to individual speakers. The chair will determine and announce limits on speakers at the start of the public hearing process.

(c) Practice active listening

No social media platforms should be accessed during any meetings, nor correspondence of any kind occur during meetings.

(d) Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

(e) Ask for clarification, but avoid debate and argument with the public

Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

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Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

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Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

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Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

4. Council Conduct with Boards, Committees and Commissions

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

(a) If attending a Board, Committee or Commission meeting, be careful to only express personal opinions Councilmembers may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board, Committee or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

(b) Limit contact with Board, Committee and Commission members to questions of clarification

It is inappropriate for a Councilmember to contact a Board, Committee or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Committee or Commission members in order to clarify a position taken by the Board, Committee or Commission.

(c) Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers

The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."

(d) Be respectful of diverse opinions

A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.

(e) Keep political support away from public forums

Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely,



Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

C. ~~(d)~~ Violation. A violation of ~~this~~ any item listed in the Ethics Code, section A. shall be a misdemeanor punishable upon conviction by a fine, the amount of which shall be five hundred dollars (\$500.00), as well as sanctions set out in the City Charter. Any person convicted of a violation of this section shall immediately be removed from office and shall forever be disqualified from filing for or holding a city elective office.

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

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

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE, City Attorney

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

**AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION, BY AMENDING ARTICLE II, CITY COUNCIL, SECTION 2-17, "ELECTED OFFICIAL ACCOUNTABILITY ACT AND ETHICS POLICY,"; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

**ORDINANCE**

**SECTION 1.** The Midwest City Municipal Code, Chapter 2, Administration, Article II, City Council, Section 2-17, Elected Official Accountability Act and Ethics Policy, is hereby amended to read as follows:

**Sec. 2-17. - Elected official accountability act and ethics policy.**

For ease of reference the term "member" refers to any member of the City Council, or City Boards, Committees and Commissions established by City ordinance or Council policy.

A. ETHICS

The citizens and businesses of the City of Midwest City are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of the City of Midwest City and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.
2. Comply with both the spirit and the letter of the Law and City Policy. Members shall comply with the laws of the nation, the State of Oklahoma and the City of Midwest City in the performance of their public duties.
3. Conduct of Members. The professional conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, towards other members of Council, Boards,

Committees and Commissions, and the staff.

4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
5. **Conduct at Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.
7. **Communication.** For adjudicative hearings pending before the body, members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they or a member of his/her immediate family (defined as any person related within the third degree by blood or marriage to the council member) have
  - (a) a material financial interest or on:
    - 1) any business entity in which the councilmember has a direct or indirect interest;
    - 2) any real property in which the councilmember has a direct or indirect interest; or
    - 3) any business entity in which the councilmember is a director, officer, partner, trustee or employee, or holds any position of management.,
  - (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or
  - (c) a strong personal bias.
9. A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney or City Manager and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the City Manager and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.
10. In accordance with the law, members shall disclose investments, interests in real

property, sources of income, and gifts to the City Attorney and City Manager or any other City staff; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law, failure to comply may lead to conduct being reported to the District Attorney.

11. Gifts and Favors. Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
12. No member of the council shall receive any payments or gifts, other than those provided in the Charter or in the Code of Ordinances, for action or inaction in his/her elected capacity.
13. Use of Public Resources. Members shall not use public resources, which are not available to public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.
14. Confidential Information. Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. No member of the council shall disclose confidential discussions occurring in executive session with anyone other than other councilmembers or invited staff/guests. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests for the member of the council or a member of his/her immediate family or on:
  - 1) Any business entity in which the council member has a direct or indirect interest;
  - 2) Any real property in which the council member has a direct or indirect interest;  
or
  - 3) Any business entity in which the councilmember is a director, officer, partner, trustee or employee, or holds any position of management.
15. Representation of Private Interests. In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
16. Advocacy. Members shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Midwest City, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices.

It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.

17. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of City of Midwest City government as outlined in the Midwest City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
18. **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.
19. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.
20. **Elections.** No member of the council or candidate for council shall receive more than an amount established by state law in monetary or in-kind donations for each council election for which the member of council or candidate seeks office.

## B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Midwest City.

### 1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings.

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

#### (a) Honor the role of the chair in maintaining order

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections

should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

(b) Practice civility and decorum in discussions and debate

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

(c) Avoid personal comments that could offend other members

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

(d) Demonstrate effective problem-solving approaches

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

## 2. Elected and Appointed Officials' Conduct with the Public in Public Meetings.

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

(a) Be welcoming to speakers and treat them with care and gentleness. While questions of clarification may be asked, the official's primary role during public testimony is to listen.

(b) Be fair and equitable in allocating public hearing time to individual speakers. The chair will determine and announce limits on speakers at the start of the public hearing process.

(c) Practice active listening

No social media platforms should be accessed during any meetings, nor correspondence of any kind occur during meetings.

(d) Maintain an open mind

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.

(e) Ask for clarification, but avoid debate and argument with the public

Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

### 3. Elected and Appointed Officials' Conduct with City Staff.

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

#### (a) Treat all staff as professionals

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

#### (b) Do not disrupt City staff from their jobs

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

#### (c) Never publicly criticize an individual employee

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Manager.

#### (d) Do not get involved in administrative functions

Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

#### (e) Do not solicit political support from staff

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

#### (f) No Attorney-Client Relationship

Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

#### 4. Council Conduct with Boards, Committees and Commissions.

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

(a) If attending a Board, Committee or Commission meeting, be careful to only express personal opinions. Councilmembers may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board, Committee or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

(b) Limit contact with Board, Committee and Commission members to questions of clarification

It is inappropriate for a Councilmember to contact a Board, Committee or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Committee or Commission members in order to clarify a position taken by the Board, Committee or Commission.

(c) Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers

The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."

(d) Be respectful of diverse opinions

A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of



concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.

(e) Keep political support away from public forums

Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

C. Violation. A violation of any item listed in the Ethics Code, section A. shall be a misdemeanor punishable upon conviction by a fine, the amount of which shall be five hundred dollars (\$500.00), as well as sanctions set out in the City Charter. Any person convicted of a violation of this section shall immediately be removed from office and shall forever be disqualified from filing for or holding a city elective office.

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

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

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE, City Attorney



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

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Brandon Bundy, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Current Planning Manager  
COMPREHENSIVE PLANNING  
Petya Stefanoff, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: October 13, 2020

Subject: Discussion and consideration of an ordinance amending Chapter 9, Buildings and Building Regulations, of the Midwest City Code, by taking Article X out of reserve and entitling it "Medical Marijuana Businesses" and taking the following sections out of reserve and naming them: Sec.9-616 Certificate of Compliance; Sec.9-617 Fees; and Providing for Repealer and Severability.

In 2018 the State passed State Question 788 and subsequently adopted emergency rules permitting the use of Medical Marijuana in the State of Oklahoma. As part of the Medical Marijuana legislation SB1030 was passed on May 29, 2019 created a certificate of compliance to be completed by the political subdivision for all marijuana-licensed premises, medical marijuana businesses or any other premises where marijuana or its by-products are licensed to be cultivated, grown, processes, stored or manufactured, certifying compliance with zoning classifications, applicable municipal ordinances and all applicable safety, electrical, fire, plumbing, waste, construction and building safety codes.

In creating this ordinance, staff spent much time researching the State laws as well as ordinances from other cities in Oklahoma, and the amount of City resources spent on completing the certificate of compliance. The ordinance before you establishes a process and fees to cover the cost of City resources spent on completing the Certificate of Compliance and gaining compliance with all municipal ordinances and safety codes.

By recommendation of the Ordinance Review Committee the fees in the ordinance have been changed to match Oklahoma City's.

Billy Harless, AICP  
Community Development Director

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

**AN ORDINANCE AMENDING CHAPTER 9, BUILDINGS AND BUILDING REGULATIONS, OF THE MIDWEST CITY CODE, BY TAKING ARTICLE X OUT OF RESERVE AND ENTITLING IT, MEDICAL MARIJUANA BUSINESS, TAKING THE FOLLOWING SECTIONS OUT OF RESERVE AND ENTITLING THEM: SECTION 9-616, CERTIFICATE OF COMPLIANCE AND SECTION 9-617, FEES; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

**ORDINANCE**

**SECTION 1.** That Chapter 9 Article X is taken out of reserve and entitling it, Medical Marijuana Businesses, and taking the following sections out of reserve and entitling them, Section 9-616 Certificate of Compliance and Section 9-617, Fees, and hereby to read as follows:

**Section 9-616. Certificate of Compliance**

- (1) In accordance with Oklahoma Statute Title 63, Section 427.14(H), every applicant for a business license from the Oklahoma Medical Marijuana Authority (OMMA) in which the applicant proposed to locate the applicant's place of business under the license within the corporate limits of the City shall apply to the Building Official for a certificate certifying that the applicant's existing or proposed operations under the license comply with all municipal zoning ordinances, fire codes, safety codes, or health codes, if applicable. For the purposes of this section, the term business license includes any premises where marijuana or its by-products are licensed by the OMMA to be sold, dispensed, cultivated, grown, processed, stored or manufactured.
- (2) The certificate of compliance shall be signed by the Building Official or designee only after a complete application has been submitted and compliance has been determined to exist. Applications for such certificates shall contain information in such detail as the Building Official may reasonably require describing the location and nature of operations to be conducted. Additional documentation and/or inspection may be required to document compliance. In the event noncompliance is found, enforcement action may be taken pursuant to adopted codes and other regulations.
- (3) If a licensee thereafter fails to maintain compliance with municipal zoning ordinances or with building, fire, safety or health codes, the City Manager or designee shall notify the OMMA promptly in writing setting forth the details of the noncompliance. This remedy is not exclusive and does not in any way restrict the application of any code or regulation or means of enforcement.
- (4) The Building Official shall not issue a Certificate of Occupancy for a medical marijuana business unless a Certificate of Compliance has first been issued.

**Section 9-617. Fees**

- (1) The fee for applying for certificates of compliance for medical marijuana related businesses shall be as indicated:
  - (a) Dispensary.... \$615.00
  - (b) Grow Facility....\$750.00
  - (c) Processing Facility....\$750.00
  - (d) Research Facility....\$750.00
- (2) All fees shall be due at the time an application is submitted. No fee shall be prorated and no refund shall be issued in the event a Certificate of Compliance is not issued or an application is withdrawn.

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

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

PASSED AND APPROVED by the mayor and city council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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HEATHER POOLE, City Attorney



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

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

PASSED AND APPROVED by the mayor and city council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
HEATHER POOLE, City Attorney



Bert Norton, Fire Chief  
8201 E. Reno Avenue  
Midwest City, OK 73130  
(405)739-1340  
bnorton@midwestcityok.org

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From: Bert Norton, Fire Chief  
Date: October 13, 2020  
Subject: Discussion and consideration of an ordinance amending Chapter 15, Fire Protection and Prevention, of the Midwest City Code, by amending Article II, In General, Division 1, Generally, and by taking Section 15-29 out of reserve and entitling it "Failure to Maintain"; establishing an effective date; and providing for repealer and severability.

This item is for the recommended changes to be made to Chapter 15-29 Failure to Maintain. This is to implement fees for false alarms.

Ordinance went through the Ordinance Oversight Council Committee.

Staff recommends approval.

Thank You,

Bert Norton  
Bert Norton, Fire Chief

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**Midwest City Fire Department**

We exist to reduce risk, provide emergency assistance, and add value to our community.

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

AN ORDINANCE AMENDING CHAPTER 15, FIRE PROTECTION AND PREVENTION, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE II, IN GENERAL, DIVISION 1, GENERALLY, AND BY TAKING SECTION 15-29 OUT OF RESERVE AND ENTITLING IT “FAILURE TO MAINTAIN”; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

**SECTION 1.** That Chapter 15, Fire Protection and Prevention, Article II, In General, Division 1, Generally, Section 15-29, Failure to Maintain, is hereby amended to read as follows:

**Sec. 15-29. Failure to Maintain**

- (1) Penalties related to false alarms and noncompliance or maintenance of fire protection systems for both commercial or residential occupancies:
  - a. Each false fire dispatch within a calendar year:
    - i. After three (3) calls for service: \$200.00 per offense plus costs.
    - ii. After six (6) calls for service: \$400.00 per offense plus costs.
    - iii. After eight (8) calls for service: \$1,000.00 plus costs and the facility is not permitted to be occupied until required repairs are completed and approved by the Fire Code Official.
- (2) Any existing fire alarm system where four (4) or more “faulty” or “false” alarms (determined to be from a system malfunction) occurring in a six (6) month period shall be subject to a new fire alarm system or replacement of an existing fire alarm system.
- (3) Failure to maintain fire protection system (automatic sprinkler system, fire alarm and detection systems, and alternative automatic fire-extinguishing systems) monitoring by an approved supervising station in commercial occupancies shall be punishable by a fine of no more than two hundred dollars (\$200.00) plus costs per day the systems have been impaired.
  - a. Decision on days of violation shall be at the discretion of the Fire Code Official.
- (4) Definitions. As used herein the following terms shall have the following meanings:
  - a. A “false” alarm is an alarm caused by a water surge or electrical storm or any other natural phenomena.
  - b. A “faulty” alarm is an alarm caused by a malfunction of a system or accidental set off and such an alarm will be evaluated on a case by case basis at the discretion of the Fire Marshal or his/her designee.
  - c. Commercial occupancies are defined as those occupancies in use groups A (Assembly), B (Business), E (Educational), F (Factory), H (High Hazard), I



1 (Institutional), R-1 (Residential), R-2 (Residential), and R-4 (Residential).  
2 d. Residential occupancies are defined as those occupancies in use group R-3  
3 (Residential) defined as one and two family dwellings.

4 **SECTION 2. EFFECTIVE DATE.** This ordinance shall be effective on and after the 13<sup>th</sup> day of  
5 November, 2020.

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

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

11 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
12 on the \_\_\_\_ day of \_\_\_\_\_, 2020.

13 CITY OF MIDWEST CITY, OKLAHOMA

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

16 ATTEST:

17 \_\_\_\_\_  
18 SARA HANCOCK, City Clerk

19 APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

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21 \_\_\_\_\_  
22 HEATHER POOLE, City Attorney  
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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 15, FIRE PROTECTION AND PREVENTION, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE II, IN GENERAL, DIVISION 1, GENERALLY, AND BY TAKING SECTION 15-29 OUT OF RESERVE AND ENTITLING IT “FAILURE TO MAINTAIN”; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

**ORDINANCE**

**SECTION 1.** That Chapter 15, Fire Protection and Prevention, Article II, In General, Division 1, Generally, Section 15-29, Failure to Maintain, is hereby amended to read as follows:

**Sec. 15-29. Failure to Maintain**

- (1) Penalties related to false alarms and noncompliance or maintenance of fire protection systems for both commercial or residential occupancies:
  - a. Each false fire dispatch within a calendar year:
    - i. After three (3) calls for service: \$200.00 per offense plus costs.
    - ii. After six (6) calls for service: \$400.00 per offense plus costs.
    - iii. After eight (8) calls for service: \$1,000.00 plus costs and the facility is not permitted to be occupied until required repairs are completed and approved by the Fire Code Official.
- (2) Any existing fire alarm system where four (4) or more “faulty” or “false” alarms (determined to be from a system malfunction) occurring in a six (6) month period shall be subject to a new fire alarm system or replacement of an existing fire alarm system.
- (3) Failure to maintain fire protection system (automatic sprinkler system, fire alarm and detection systems, and alternative automatic fire-extinguishing systems) monitoring by an approved supervising station in commercial occupancies shall be punishable by a fine of no more than two hundred dollars (\$200.00) plus costs per day the systems have been impaired.
  - a. Decision on days of violation shall be at the discretion of the Fire Code Official.
- (4) Definitions. As used herein the following terms shall have the following meanings:
  - a. A “false” alarm is an alarm caused by a water surge or electrical storm or any other natural phenomena.
  - b. A “faulty” alarm is an alarm caused by a malfunction of a system or accidental set off and such an alarm will be evaluated on a case by case basis at the discretion of the Fire Marshal or his/her designee.
  - c. Commercial occupancies are defined as those occupancies in use groups A (Assembly), B (Business), E (Educational), F (Factory), H (High Hazard), I

- 1 (Institutional), R-1 (Residential), R-2 (Residential), and R-4 (Residential).  
2 d. Residential occupancies are defined as those occupancies in use group R-3  
3 (Residential) defined as one and two family dwellings.

4 **SECTION 2. EFFECTIVE DATE.** This ordinance shall be effective on and after the 13<sup>th</sup> day of  
5 November, 2020.

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

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

11 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
12 on the \_\_\_\_ day of \_\_\_\_\_, 2020.

13 CITY OF MIDWEST CITY, OKLAHOMA

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

16 ATTEST:

17 \_\_\_\_\_  
18 SARA HANCOCK, City Clerk

19 APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

20  
21 \_\_\_\_\_  
22 HEATHER POOLE, City Attorney  
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**City Prosecutor**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
[VFloyd@midwestcityok.org](mailto:VFloyd@midwestcityok.org)  
Office: 405.739.1284  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Mayor and City Council

FROM: Vicki Floyd, City Prosecutor

Date: October 13, 2020

Subject: Discussion and consideration of an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses – Miscellaneous, Article IV, Offenses Against Property, by amending Section 28-57, Petit Larceny; Establishing an effect date; and providing for repealer and severability.

The proposed amendment to Chapter 28 Offenses – Miscellaneous, Article IV, Offenses Against Property, Section 28-57 Petit Larceny adds the definition of a “porch pirate.” It adds those definitions a misdemeanor crime under the Petit Larceny Ordinance. This was done at the request of Ward 1.

Ordinance went through the Ordinance Oversight Council Committee.

Action is at the discretion of the Mayor and Council.

Respectfully,

*Vicki Floyd*

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Vicki Floyd, City Prosecutor

Oklahoma Statutes Citationized

Title 21. Crimes and Punishments

Chapter 68 - Larceny

Porch Piracy Act of 2020

Section 1740.2 - Definitions - Penalties

This Statute Will Go Into Effect

On: 11/01/2020

Cite as: 21 O.S. § 1740.2 (OSCN 2020), Porch Piracy Act of 2020

A. As used in this section:

1. "Mail" means a letter, postal card, package, bag or any other article or thing contained therein, or other sealed article addressed to a person, that:

- a. is delivered by a common carrier or delivery service and not yet received by the addressee, or
- b. has been left to be collected for delivery by a common carrier or delivery service; and

2. "Person" means an individual, partnership, corporation, limited liability company, association or other legal entity

B. It shall be unlawful for any person to hold, conceal, destroy or take mail from the mailbox or premises of another person or from a delivery vehicle at any point throughout the delivery route without the effective consent of the addressee and with the intent to deprive the addressee of the mail.

C. Any person who violates the provisions of this section shall, upon conviction, be guilty of a misdemeanor punishable by imprisonment in the county jail for a term not to exceed one (1) year, or by a fine not to exceed Five Hundred Dollars (\$500.00), or by both such fine and imprisonment.

D. When three or more separate offenses under this section are committed within a sixty-day period, the person shall be guilty of a felony punishable by imprisonment in the custody of the Department of Corrections for a term of not less than two (2) years nor more than five (5) years, or by a fine not to exceed Five Thousand Dollars (\$5,000.00), or by both such fine and imprisonment.

E. Any person convicted pursuant to the provisions of this section shall also be ordered to pay restitution to the victim as provided in Section 991f of Title 22 of the Oklahoma Statutes.

Historical Data

Laws 2020, HB 2777, c. 26, § 2, eff. November 1, 2020.



1 point throughout the delivery route without the effective consent of the addressee and  
2 with the intent to deprive the addressee of the mail, letter, postal card, package, bag, or  
3 other sealed article addressed to a person.  
4

5 (f) Any person convicted of violating this section shall be punished by a fine or  
6 imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such  
7 fine and imprisonment, and each article of merchandise concealed or stolen may  
8 constitute a separate offense.  
9

10 (g) The judge of the municipal court may also order any person convicted of violating this  
11 section to make restitution to the victim of the offense, and any fine imposed under this  
12 section may be reduced accordingly if the circumstances bear such reduction.  
13

14 **Section 2. EFFECTIVE DATE.** This ordinance shall be effective on and after the 13 day of  
15 November, 2020.  
16

17 **Section 3. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby  
18 repealed.  
19

20 **Section 4. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for  
21 any reason held to be invalid, such decision shall not affect the validity of the remaining  
22 provisions of the ordinance.  
23

24 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
25 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
26

27 THE CITY OF MIDWEST CITY, OKLAHOMA  
28  
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30 \_\_\_\_\_  
31 MATTHEW D. DUKES, II, Mayor  
32

33 ATTEST:  
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35

36 \_\_\_\_\_  
37 SARA HANCOCK, City Clerk  
38

38 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
39  
40

41 \_\_\_\_\_  
42 HEATHER POOLE, City Attorney  
43

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

**AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES – MISCELLANEOUS, ARTICLE IV, OFFENSES AGAINST PROPERTY, BY AMENDING SECTION 28-57, PETIT LARCENY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

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

**ORDINANCE**

**Section 1.** That the Midwest City Municipal Code, Chapter 28, Article IV, Section 28-57 is hereby amended to read as follows:

Sec. 28-57. - Petit larceny.

- (a) It shall be unlawful for any person to commit the crime of petit larceny within the city.
- (b) For the purposes of this section, the term "petit larceny" shall mean the taking of personal property not exceeding one thousand dollars (\$1,000.00) in value, accomplished by fraud or stealth, with intent to deprive another thereof.
- (c) Any person concealing unpurchased merchandise of any mercantile establishment, either on the premises or outside the premises of such establishment, shall be presumed to have so concealed such merchandise with the intention of committing a wrongful taking of such merchandise within the meaning of this section. Such concealment or the finding of such unpurchased merchandise concealed upon the person or among the belongings of such person shall be deemed conclusive evidence of reasonable grounds and probable cause for the detention of such person in a reasonable manner and for a reasonable period of time.
- (d) For purposes of this section, it shall also be deemed conclusive that petit larceny occurs when a person:
  - (1) Alters the price tag of merchandise or exchanges a price tag of an item or merchandise with a price tag from a lower value item;
  - (2) Removes the packaging or material from an item of merchandise containing any security tag or apparatus;
  - (3) Removes a security tag or apparatus from the merchandise;
  - (4) Places an item of merchandise underneath or within an article of clothing or within a pocket, purse backpack or other conveyance at any time while on the premises of a merchant.
- (e) For purposes of this sections, it shall also be deemed conclusive that petit larceny occurs when a person holds, conceals, destroys or takes mail, letters, postal cards, packages, bags or any other article or thing contained therein, or other sealed article addressed to a person from the mailbox or premises of another person or from a delivery vehicle at any



1 point throughout the delivery route without the effective consent of the addressee and  
2 with the intent to deprive the addressee of the mail, letter, postal card, package, bag, or  
3 other sealed article addressed to a person.  
4

5 (f) Any person convicted of violating this section shall be punished by a fine or  
6 imprisonment in accordance with section 1-15 of this Code, plus costs, or by both such  
7 fine and imprisonment, and each article of merchandise concealed or stolen may  
8 constitute a separate offense.  
9

10 (g) The judge of the municipal court may also order any person convicted of violating this  
11 section to make restitution to the victim of the offense, and any fine imposed under this  
12 section may be reduced accordingly if the circumstances bear such reduction.  
13

14 **Section 2. EFFECTIVE DATE.** This ordinance shall be effective on and after the 13 day of  
15 November, 2020.  
16

17 **Section 3. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby  
18 repealed.  
19

20 **Section 4. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for  
21 any reason held to be invalid, such decision shall not affect the validity of the remaining  
22 provisions of the ordinance.  
23

24 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
25 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
26

27 THE CITY OF MIDWEST CITY, OKLAHOMA  
28  
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30 \_\_\_\_\_  
31 MATTHEW D. DUKES, II, Mayor  
32

33 ATTEST:  
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35

36 \_\_\_\_\_  
37 SARA HANCOCK, City Clerk  
38

38 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
39  
40

41 \_\_\_\_\_  
42 HEATHER POOLE, City Attorney  
43



**Public Works Administration**

8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

**Public Works Director**

[pstreets@midwestcityok.org](mailto:pstreets@midwestcityok.org)

(405) 739-1061

**Public Works City Engineer**

[pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org)

(405) 739-1062

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

**Memorandum**

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: October 13, 2020

Subject: Discussion and consideration of an ordinance amending Chapter 43, Water, Sewer, Sewage Disposal, and Stormwater Quality, of the Midwest City Code; by amending Article II, Water; Division 1, Generally; Section 43-18; Section 43-32; Division 3, Meters; Section 43-54; Article III, Sewers and Sewage Disposal, Sections 43-106 and 43-109; Division 5, Other Provisions Relating to Taps and Connections, Sections 43-166 and 43-178; Establishing an effective date; and providing for repealer and severability.

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The proposed amendment to Chapter 43 Article II Water, Division 1 Generally, Division 3 Meters, Article III Sewers and Sewage Disposal, Division 1 Generally, and Division 5 Other Provisions Relating to Taps and Connections, adds language needed to support current policies or operations.

Ordinance went through the Ordinance Oversight Council Committee.

Action is at the discretion of the Mayor and Council.

Respectfully,

R. Paul Streets  
Public Works Director

Attached: Midwest City Ordinance Chapter 43 with Recommended Changes



(ed) In all cases where meters, meter boxes, transmitters, antennae, or related equipment are lost, damaged or broken by carelessness or negligence of the property owner, or anyone working for or under the general supervision of the property owner, they shall be replaced or repaired by or under the direction of the environmental services director and the cost will be levied to the property owner. During construction, the builder shall be charged with the care and protection of the meter and related equipment, water lines and meter boxes. If the meter or related equipment, water lines, or meter boxes are broken or damaged, it shall be prima facie negligence of the builder. The items shall be replaced or repaired by or under the direction of the environmental service director and the cost will be levied to the builder. The city shall be responsible only for the proper functioning and registry of the water meter.

**SECTION 2.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article II, Water; Section 43-32, Water extension, connection prerequisite to building permit, is hereby amended to read as follows:

**Sec. 43-32. - Water extension, connection prerequisite to building permit.**

- (a) No building permit for construction of a new building, relocation of a building, for an addition to an existing building, with said addition expanding the size of the existing structure by fifty (50) percent or no permit for a portable or temporary building when used as the primary structure shall be issued for commercial, apartments, industrial or institutional uses until an approved public water supply is extended to and across the frontage of the property as required by this article. No change in use of an existing building if required by fire prevention codes shall be issued for commercial, apartments, industrial or institutional uses until an approved public water supply is extended to and across the frontage of the property as required by this article. The public water extension and its service connections to the property shall be constructed at no cost to the city.
- (b) All residential subdivisions (excluding short form plats) shall connect to city water when an existing water main serves any quarter section in which the subdivision is wholly or partially located or is within one-half-mile of any exterior boundary of the subdivision, whichever is the greater distance.
- (c) All water line main construction must conform to the city standards and specifications and plans approved by the city engineer. The size of all water lines shall be in accordance with water master plan on file in the city engineer's office. All water lines along the approximate half-section line shall be a minimum of eight (8) inches in size.
- (d) For all residential short form plats and single-family building permits, the water line shall be extended across all frontages if any portion of the property in the short form plat or building permit is within one hundred fifty (150) feet excluding street right-of-way of an existing water line.
- (e) No construction shall be permitted above floor level until water lines and fire hydrants have been installed and accepted by the city.

1 (f) A final inspection of all City owned water infrastructure shall be required before a Certificate  
2 of Occupancy shall be issued. The Line Maintenance Supervisor or designee shall make  
3 available a list of requirements at the request of the owner/builder.

4 **SECTION 3.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
5 II, Water; Division 3, Meters; Section 43-54, Cost of moving services or fire hydrants, is hereby  
6 amended to read as follows:

7 **Sec. 43-54. – Location and Cost of moving services or fire hydrants.**

8 If a service line or fire hydrant has already been connected to the water main prior to the building  
9 construction, the city shall not be responsible if the service line or fire hydrant is installed in an  
10 inappropriate or inconvenient location

11 There shall be, where applicable, a charge for moving a fire hydrant or meter service line based  
12 upon the actual cost of labor, equipment and material. The City reserves the right to require such  
13 movements to be performed by an approved Utility Contractor at the sole expense of the reques-  
14 tor. The contract shall be between the requestor and the contractor only. All modifications shall  
15 be considered “installation” and be required to fulfill all requirements of Chapter 43 Section 5

16 (a) Fire hydrants shall be located in an area to allow a minimum of five (5) foot of clearance  
17 from all immovable objects i.e: mailboxes, trees, fence, rocks, or signs. All fire hydrants shall  
18 be located three (3) foot from all driveways and roadways. At the discretion of the Public  
19 Works Director or designee additional protection of fire hydrants may be required, such pro-  
20 tection may include but not limited to bollard pole(s), additional curbing and parking stops.

21 (b) No meter will be set in a location other than a green belt on designated public easement on  
22 the property to be serviced; provided, however, in residential, office, commercial and indus-  
23 trial condominium developments, common areas may be used for utility service lines when  
24 so designated by easement with said easement being filed in the office of the county clerk. At  
25 no time shall a meter be set in a driveway, street, sidewalk or parking lot. Beginning at the  
26 outer edge of the meter box/vault there shall be required a two (2) foot horizontal green belt  
27 buffer zone and a vertical clearance zone of five (5) feet. Vertical clearance obstructions in-  
28 cludes but is not limited to: grass, flowers, shrubs, trees, signs, mailboxes, vehicles, trailers,  
29 debris for collection or landscaping that rises above the meter box lid and may interfere with  
30 the communication requirements of the meter. Any items that are in violation of the clear-  
31 ance area are subject to removal by the owner. At the discretion of the Public Works Director  
32 or designee additional protection measures of meters may be required, such protection may  
33 include but not limited to bollard pole, additional curbing and parking stops.

1  
2 **SECTION 4.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
3 III, Sewers and Sewage Disposal; Division 1, Generally; Section 43-106, Damaging, tampering  
4 facilities, is hereby amended to read as follows:

5 **Sec. 43-106. - Damaging, tampering, obstructing access withof facilities.**

6 (a) No unauthorized person shall maliciously, willfully, or negligently break, damage, de-  
7 stroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is  
8 a part of the sewerage works.

9 ~~(a)~~(b) Access to the POTW shall be provided as needed to authorized personnel. There  
10 shall be a five (5) foot horizontal clearance area around all manhole or vault access  
11 points, this includes but not limited to fencing, trees, shrubs, debris, buildings, mailboxes,  
12 decks, pools, pet containment areas, vehicles, trailers, etc. Any items that are in violation  
13 of the clearance area are subject to removal by the owner.

14 **SECTION 5.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
15 III, Sewers and Sewage Disposal; Division 1, Generally; Section 43-109, Sewer connection  
16 prerequisite to building permit, is hereby amended to read as follows:

17 **Sec. 43-109. - Sewer connection prerequisite to building permit.**

18 (a) No building permit for construction of a new building or relocation of a building shall be  
19 issued for property located within three hundred (300) feet of a public sewer, unless the public  
20 sewer is extended to an easement abutting the property and the sewage facilities of the prop-  
21 erty are tied onto the public sewer. The public sewer extension, if necessary, and its service  
22 connections to the property shall be constructed at no cost to the city. Provided however for  
23 commercial and industrial development not part of the subdivision of land, the building permit  
24 may be issued prior to the installation of the requirements subject to the conditions contained  
25 in section 38-94(a)(2) and/or (c).

26 (b) Any property owner aggrieved by the prohibitions of subsection (a) of this section may file  
27 an appeal to the city council. The appeal shall be in writing and shall state the reasons for  
28 appeal. At least five (5) days prior to the hearing on the appeal, notice of the time and place  
29 of the hearing shall be given to the person who filed the appeal and abutting property owners.  
A fee of sixty dollars (\$60.00) must be paid at the time the appeal is filed.

(c) A final inspection of the private and POTW sewer infrastructure shall be required before  
a Certificate of Occupancy shall be issued. The Line Maintenance Supervisor shall make  
available a list of requirements at the request of the owner/builder.

1 **SECTION 6.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
2 III, Sewers and Sewage Disposal; Division 5, Other Provisions Relating to Taps and Connections;  
3 Section 43-166, Charge for sewer main taps, is hereby amended to read as follows:

4 **Section 43-166. – Charge for sewer main taps.**

5 ~~If the plumbing contractor elects to have the city perform the tap and saddle installation, a fee of~~  
6 ~~sixty dollars (\$60.00) shall be assessed for each sewer tap made.~~ Nothing in this article shall be  
7 construed to allow a homeowner or any other unlicensed person to perform a sewer tap. All taps  
8 shall be made by a plumbing contractor.

9 **SECTION 7.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
10 III, Sewers and Sewage Disposal; Division 5, Other Provisions Relating to Taps and Connections;  
11 Section 43-178, Authority to discontinue service, is hereby amended to read as follows:

12 **Sec. 43-178. - Authority to discontinue service.**

- 13 (a) Nothing contained in this division shall be construed as binding the city to agree to continue  
14 any of the sewerage services to be contracted for hereunder, nor shall anything contained in  
15 this division prevent the city from discontinuing any sewerage services when, in the judgment  
16 of the city council, the sanitary sewerage facilities of the city are no longer adequate to handle  
17 such sewerage services or when in the judgment of the council the continuance of any sewerage  
18 services will interfere with the proper functioning of the city's sanitary sewerage facilities.
- 19 (b) This section shall not be applicable where the city council enters into a contract for a definite  
20 period of time for the disposal of sewage.
- 21 (c) The Director and/or designee reserves the right to discontinue sewer service by all neces-  
22 sary means including but not limited to shutting off water supply, whenever the discharge to  
23 the POTW violates Sec. 43-274 or whenever Public Health and/or Environmental concerns  
24 are present.

25 **SECTION 8.** EFFECTIVE DATE. This ordinance shall be effective on and after the \_\_\_ day of  
26 \_\_\_\_\_ 2020.

27 **SECTION 9.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
28 repealed.

29 **SECTION 10.** SEVERABILITY. If any section, sentence, clause or portion of this ordinance is  
for any reason held to be invalid, such decision shall not affect the validity of the remaining  
portions of the ordinance.

1 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
2 on the \_\_\_\_ day of \_\_\_\_\_, 2020.

3  
4 CITY OF MIDWEST CITY, OKLAHOMA

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

7 ATTEST:

8 \_\_\_\_\_  
9 SARA HANCOCK, City Clerk

10 APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2020.

11  
12 \_\_\_\_\_  
13 HEATHER POOLE, City Attorney





1 **SECTION 2.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
2 II, Water; Section 43-32, Water extension, connection prerequisite to building permit, is hereby  
3 amended to read as follows:

4 **Sec. 43-32. - Water extension, connection prerequisite to building permit.**

- 5 (a) No building permit for construction of a new building, relocation of a building, for an addition  
6 to an existing building, with said addition expanding the size of the existing structure by fifty  
7 (50) percent or no permit for a portable or temporary building when used as the primary struc-  
8 ture shall be issued for commercial, apartments, industrial or institutional uses until an ap-  
9 proved public water supply is extended to and across the frontage of the property as required  
10 by this article. No change in use of an existing building if required by fire prevention codes  
11 shall be issued for commercial, apartments, industrial or institutional uses until an approved  
12 public water supply is extended to and across the frontage of the property as required by this  
13 article. The public water extension and its service connections to the property shall be con-  
14 structed at no cost to the city.
- 15 (b) All residential subdivisions (excluding short form plats) shall connect to city water when an  
16 existing water main serves any quarter section in which the subdivision is wholly or partially  
17 located or is within one-half-mile of any exterior boundary of the subdivision, whichever is  
18 the greater distance.
- 19 (c) All water line main construction must conform to the city standards and specifications and  
20 plans approved by the city engineer. The size of all water lines shall be in accordance with  
21 water master plan on file in the city engineer's office. All water lines along the approximate  
22 half-section line shall be a minimum of eight (8) inches in size.
- 23 (d) For all residential short form plats and single-family building permits, the water line shall be  
24 extended across all frontages if any portion of the property in the short form plat or building  
25 permit is within one hundred fifty (150) feet excluding street right-of-way of an existing water  
26 line.
- 27 (e) No construction shall be permitted above floor level until water lines and fire hydrants have  
28 been installed and accepted by the city.
- 29 (f) A final inspection of all City owned water infrastructure shall be required before a Certificate  
30 of Occupancy shall be issued. The Line Maintenance Supervisor or designee shall make  
available a list of requirements at the request of the owner/builder.

31 **SECTION 3.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
32 II, Water; Division 3, Meters; Section 43-54, Cost of moving services or fire hydrants, is hereby  
33 amended to read as follows:

34 **Sec. 43-54. – Location and cost of moving services or fire hydrants.**

35 If a service line or fire hydrant has already been connected to the water main prior to the building  
36 construction, the city shall not be responsible if the service line or fire hydrant is installed in an  
37 inappropriate or inconvenient location  
38  
39  
40

1 There shall be, where applicable, a charge for moving a fire hydrant or meter service line based  
2 upon the actual cost of labor, equipment and material. The City reserves the right to require such  
3 movements to be performed by an approved Utility Contractor at the sole expense of the requestor.  
4 The contract shall be between the requestor and the contractor only. All modifications shall  
be considered "installation" and be required to fulfill all requirements of Chapter 43 Section 5.

5 (a) Fire hydrants shall be located in an area to allow a minimum of five (5) foot of clearance  
6 from all immovable objects i.e: mailboxes, trees, fence, rocks, or signs. All fire hydrants shall  
7 be located three (3) foot from all driveways and roadways. At the discretion of the Public  
8 Works Director or designee additional protection of fire hydrants may be required, such protection  
may include but not limited to bollard pole(s), additional curbing and parking stops.

9 (b) No meter will be set in a location other than a green belt on designated public easement on  
10 the property to be serviced; provided, however, in residential, office, commercial and industrial  
11 condominium developments, common areas may be used for utility service lines when  
12 so designated by easement with said easement being filed in the office of the county clerk. At  
13 no time shall a meter be set in a driveway, street, sidewalk or parking lot. Beginning at the  
14 outer edge of the meter box/vault there shall be required a two (2) foot horizontal green belt  
15 buffer zone and a vertical clearance zone of five (5) feet. Vertical clearance obstructions includes  
16 but is not limited to: grass, flowers, shrubs, trees, signs, mailboxes, vehicles, trailers,  
17 debris for collection or landscaping that rises above the meter box lid and may interfere with  
18 the communication requirements of the meter. Any items that are in violation of the clearance  
19 area are subject to removal by the owner. At the discretion of the Public Works Director  
20 or designee additional protection measures of meters may be required, such protection may  
include but not limited to bollard pole, additional curbing and parking stops.

19 **SECTION 4.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
20 III, Sewers and Sewage Disposal; Division 1, Generally; Section 43-106, Damaging, tampering  
facilities, is hereby amended to read as follows:

21 **Sec. 43-106. - Damaging, tampering, obstructing access of facilities.**

22 (a) No unauthorized person shall maliciously, willfully, or negligently break, damage, de-  
23 stroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is  
a part of the sewerage works.

24 (b) Access to the POTW shall be provided as needed to authorized personnel. There shall be  
25 a five (5) foot horizontal clearance area around all manhole or vault access points, this  
26 includes but not limited to fencing, trees, shrubs, debris, buildings, mailboxes, decks,  
27 pools, pet containment areas, vehicles, trailers, etc. Any items that are in violation of the  
28 clearance area are subject to removal by the owner.  
29  
30

1 **SECTION 5.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
2 III, Sewers and Sewage Disposal; Division 1, Generally; Section 43-109, Sewer connection  
3 prerequisite to building permit, is hereby amended to read as follows:

4 **Sec. 43-109. - Sewer connection prerequisite to building permit.**

- 5 (a) No building permit for construction of a new building or relocation of a building shall be  
6 issued for property located within three hundred (300) feet of a public sewer, unless the  
7 public sewer is extended to an easement abutting the property and the sewage facilities of  
8 the property are tied onto the public sewer. The public sewer extension, if necessary, and  
9 its service connections to the property shall be constructed at no cost to the city. Provided  
10 however for commercial and industrial development not part of the subdivision of land, the  
11 building permit may be issued prior to the installation of the requirements subject to the  
12 conditions contained in section 38-94(a)(2) and/or (c).
- 13 (b) Any property owner aggrieved by the prohibitions of subsection (a) of this section may file  
14 an appeal to the city council. The appeal shall be in writing and shall state the reasons for  
15 appeal. At least five (5) days prior to the hearing on the appeal, notice of the time and place  
16 of the hearing shall be given to the person who filed the appeal and abutting property own-  
17 ers. A fee of sixty dollars (\$60.00) must be paid at the time the appeal is filed.
- 18 (c) A final inspection of the private and POTW sewer infrastructure shall be required before  
19 a Certificate of Occupancy shall be issued. The Line Maintenance Supervisor shall make  
20 available a list of requirements at the request of the owner/builder.

21  
22 **SECTION 6.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
23 III, Sewers and Sewage Disposal; Division 5, Other Provisions Relating to Taps and Connections;  
24 Section 43-166, Charge for sewer main taps, is hereby amended to read as follows:

25 **Section 43-166. – Charge for sewer main taps.**

26 Nothing in this article shall be construed to allow a homeowner or any other unlicensed person to  
27 perform a sewer tap. All taps shall be made by a plumbing contractor.

28  
29 **SECTION 7.** That Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality; Article  
30 III, Sewers and Sewage Disposal; Division 5, Other Provisions Relating to Taps and Connections;  
Section 43-178, Authority to discontinue service, is hereby amended to read as follows:

**Sec. 43-178. - Authority to discontinue service.**

- (a) Nothing contained in this division shall be construed as binding the city to agree to continue  
any of the sewerage services to be contracted for hereunder, nor shall anything contained  
in this division prevent the city from discontinuing any sewerage services when, in the  
judgment of the city council, the sanitary sewerage facilities of the city are no longer ade-





NEW BUSINESS/  
PUBLIC DISCUSSION





**MIDWEST CITY**

*Where the Spirit Flies High*

FURTHER INFORMATION





Regional Transportation Authority  
of Central Oklahoma

# BOARD OF DIRECTORS SPECIAL MEETING AGENDA

**WEDNESDAY, SEPTEMBER 16, 2020**

**2:30 P.M.**

**420 W. MAIN STREET, OKLAHOMA CITY, OK**

**10<sup>TH</sup> FLOOR CONFERENCE ROOM**

**SPECIAL MEETING AND VIDEOCONFERENCE**

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## **DIRECTORS:**

City of Del City	Donald Vick
City of Edmond	James Boggs, Treasurer
City of Midwest City	Aaron Budd
City of Moore	Steve Eddy
City of Norman	Marion Hutchison, Vice Chairman
City of Oklahoma City	Brad Henry, Chairman
City of Oklahoma City	Mary Mélon, Secretary

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**Teleconferencel Meeting:** <https://okc.zoom.us/j/91091761318>

**Meeting ID: 910 9176 1318**

**Passcode: 935054**





Regional Transportation Authority  
of Central Oklahoma

## BOARD OF DIRECTORS SPECIAL MEETING AGENDA

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### MEETING

It is the policy of RTA to ensure communication with participants and members of the public with disabilities are as effective as communications with others. Anyone with a disability that would like to participate in the meeting but requires an accommodation, modification of policies/procedures, auxiliary aid or service, or an alternate format of the agenda/information provided at the meeting, please contact the Trust Specialist at 405-297-2824 within 48 hours (not including weekends or holidays) of scheduled meeting. Individuals utilizing TTY/TDD technology for telephone communication should utilize the free "711 Relay Oklahoma" service by dialing 711 to assist you in contacting the Trust Specialist.

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### TELECONFERENCE MEETING

**Phone No: 1-346-248-7799 or 1-888-475-4499 (toll free)**

**Meeting ID: 910 9176 1318**

**Passcode: 935054**

The RTA will hold a virtual meeting in conjunction with a special meeting on September 16, 2020 at 2:30 p.m. The RTA encourages virtual participation in the public meeting from the residents of Oklahoma City, Del City, Edmond, Midwest City, Moore and Norman. Below are instructions on how to listen to the meeting, request to speak on certain agenda items and how to request to speak under Public comments.

To speak on a certain agenda item, place a call, in advance of the meeting to 405-297-2824 or text your request in advance of the meeting to 405-479-1615 or email [lisa.hubbell@okc.gov](mailto:lisa.hubbell@okc.gov). Include your name, the agenda item number and the reason you would like to speak. **Please submit your request prior to the beginning of the meeting to avoid receiving your request after your item has been considered.** Staff will attempt to submit requests received during the meeting to process them to the Chairman. When you are recognized by the Chairman, please press \*6 to unmute your phone.

If the virtual meeting is disconnected, staff will attempt to restore communications for a maximum of 15 minutes and if communications cannot be restored, the meeting will reconvene to the next regularly scheduled meeting. If you are disconnected, please try again before calling 405-297-2824 or texting 405-479-1615.



# BOARD OF DIRECTORS SPECIAL MEETING AGENDA

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## AGENDA

September 16, 2020

2:30 p.m.

420 W Main Street, Oklahoma City, OK

10<sup>th</sup> Floor Conference Room

### SPECIAL MEETING AND VIDEOCONFERENCE

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1. **Call to Order** – Brad Henry, RTA Board Chairman
2. **Roll Call** – Brad Henry, RTA Board Chairman
3. **Consider Approval of Minutes**
  - a. July 15, 2020 Regional Transportation Authority Meeting
4. **Executive Director Reports** – Jason Ferbrache, Interim Executive Director
  - A. Administration Report
5. **Committee Reports** – Board of Directors
  - A. Property Acquisition Committee
  - B. RTA 21-001 External Audit Services Evaluation Committee
6. **Formation of a New Committee** – Discuss forming new committee for the purpose of facilitating communication regarding RTA progress to member cities and key stakeholders.
7. **Consider Ratifying and Approving Addendum No. 1; and Approving Professional Services Agreement** with Allen, Gibbs & Houlik, L.C. for independent auditing services, estimated cost of \$12,600, September 4, 2020 to September 3, 2025.



## BOARD OF DIRECTORS SPECIAL MEETING AGENDA

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### 8. **Receive Financial Report(s), and Ratify and Approve Claims**

C. Period of July 1, 2020 through July 31, 2020

D. Period of August 1, 2020 through August 31, 2020

### 9. **Public Comments** – Brad Henry, RTA Board Chairman

### 10. **Project Kick Off: Alternative Analysis Update** – Kimley Horn

### 11. **New Business** – Brad Henry, RTA Board Chairman

Non action items that were not known or reasonably foreseen at the time of the posting of the agenda. This may include requests for future agenda items.

### 12. **Adjournment**



**Regional Transportation Authority  
of Central Oklahoma**

# BOARD OF DIRECTORS MEETING MINUTES

The regular scheduled meeting of the Regional Transportation Authority (RTA) scheduled to convene at 2:30 p.m. was canceled and a special virtual meeting was convened at 1:00 p.m. on Wednesday, July 15, 2020, via teleconference. The agenda via teleconference was filed with the City Clerks of the City of Del City, the City of Edmond, the City of Midwest City, the City of Moore, the City of Norman, The City of Oklahoma City, and the Oklahoma County Clerk on July 13, 2020, at 12:49 p.m.. The Chair announced if the teleconference is disconnected anytime during the meeting, the meeting shall be stopped and reconvened once the audio connections is restored. If communication is unable to be restored within 15 minutes, items remaining for consideration will be moved to a certain date and time.

**RTA Board of Directors Present**

Brad Henry, Chairman  
Marion Hutchison, Vice Chairman  
James Boggs, Treasurer  
Mary Mélon, Secretary  
Donald Vick  
Aaron Budd  
Steve Eddy

**Entity**

Oklahoma City  
Norman  
Edmond  
Oklahoma City  
Del City  
Midwest City  
Moore

**RTA Board of Directors Absent**

None

**Municipal Staff Support Present**

Randy Entz, Edmond  
Josh Moore, Edmond  
Billy Harless, Midwest City  
Tom Leatherbee, Del City

**Guests Present**

Hayden Harrison, ACOG  
Hannah Nolen, ACOG  
Lee Nichols, HALFF  
Mark Seibold, Crafton Tull  
Chris Gray, CTA  
Derek Sparks, OKC Chamber  
Christy Jameson, City of OKC  
Bill Crum, The Oklahoman  
Taylor Johnson, City of Norman  
Ernie Mbroh, ODOT  
Christy Jameson, City of OKC  
Linda Koenig  
Abra Nusser

**COTPA Staff**

Jason Ferbrache, Interim Executive Director  
Hailey Rawson, COTPA Legal Counsel  
Suzanne Wickenkamp, Administrative Manager, COTPA  
Michael Scroggins, Public Information Manager  
Tysheeka Holley, Graphic Design Specialist  
Iris Newman, Administrative Assistant  
Lisa K. Hubbell, Trust Specialist  
Justin Broesel, EMBARK

# REGIONAL TRANSPORTATION AUTHORITY OF CENTRAL OKLAHOMA

JULY 15, 2020

1:00 P.M.

## SPECIAL VIRTUAL MEETING AGENDA

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**1. Call to Order – Brad Henry, RTA Board Chairman**

Governor Henry called the meeting to order at 1:00 p.m.

**2. Roll Call – Brad Henry, RTA Board Chairman**

**PRESENT: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

**ABSENT: None**

**3. Minutes of June 17, 2020 Regional Transportation Authority Meeting**

**APPROVED. Moved by Vick, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

**4. Executive Director Reports – Jason Ferbrache, Interim Executive Director**

*A. Administration Report*

Suzanne Wickenkamp presented the report.

**5. Committee Reports – Board of Directors**

*A. Property Acquisition Committee – Discussion with BNSF Railroad*

Director Hutchinson reported there were no additional meetings. Ms. Holmes presented a PowerPoint regarding the North/South Commuter Rail Corridor, summarizing the Regional Fixed Guideway Study that identified three transportation corridors. Ms. Holmes discussed the purpose of the review, encouraging the Board of Directors to start thinking about service parameters, conditions and trade-offs. Ms. Holmes noted there would be a discussion with BNSF Railroad later today.

*B. RFQ Evaluation Committee*

Director Eddy reported on negotiations with Kimley-Horn, noting at the June 17, 2020 Meeting, the Board authorized the committee to move forward with the negotiations. On July 1, 2020, Chairman Henry and Director Eddy met with Kimley-Horn to discuss the scope of work. Negotiations went well, and the Committee asked the consultant to resubmit fee proposals and a scope of work. On July 8, 2020, Kimley-Horn submitted the scope and fees. On July 9, 2020, the second meeting occurred. The item is on the today's agenda for the Board's consideration.

**6. Renewal of Professional Service Agreement with Holmes and Associates, LLC, extending the term of the agreement from September 19, 2020 to September 18, 2022, estimated annual cost \$500,035.**

Chairman Henry provided a history of the consultant's contract, noting it was with Association of Central Oklahoma Governments (ACOG). When the RTA was formed, the contract was assigned to the RTA by ACOG. The current contract expires in September 2020. The Interim Executive Director, Jason Ferbrache, summarized the scope of work and annual cost. Ms. Holmes discussed her experience working with local communities on transit issues. Director Vick asked about professional liability insurance, and noted it was not in contract. Ms. Holmes stated she has professional liability insurance, and she could provide a copy to the RTA. Director Vick recommended attaching an amendment to the contract to include professional liability insurance. Mr. Ferbrache suggested the Board receive the certificate of insurance at next month's board meeting.

**APPROVED. Moved by Vick, seconded by Boggs. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

7. **Agreement with the Central Oklahoma Transportation and Parking Authority**, assigning the Regional Transportation Authority of Central Oklahoma as a sub-recipient for federal mass transit funding for the Oklahoma City urbanized area, estimated cost \$700,000.

Chairman Henry recommended the title of the agenda item be amended to state "cost \$700,000" and removing the word "estimated".

**AMENDED. Moved by Hutchinson, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchinson, Mélon and Vick.**

**APPROVED. Moved by Boggs, seconded by Hutchinson. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

8. **Professional Services Contract with Kimley-Horn**, to update the Alternative Analysis of the Commuter Corridor Study, July 15, 2020 to July 14, 2024, cost not to exceed \$8,068,404; and authorize Notice to Proceed for Task Order 1, cost not to exceed total maximum fee of \$699,404.

Chairman Henry noted that Kimley-Horn will be great assistance for the RTA beyond the Alternatives Analysis Study. Chairman Henry discussed funding, the tasks that will need to be done, the approval of the task orders by the Board, and no invoices until task has been approved.

The RTA is not obligated to pay the full contract cost, payments are based upon tasks. The Board must authorize and approve each task and issuance of any notices to proceed. Director Vick asked about professional liability insurance, the General Counsel noted Attachment "G" of the agreement was the certificate of insurance.

**APPROVED. Moved by Hutchison, seconded by Eddy. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

9. **Request for Proposal, RTA 21-001 External Audit Services**, for independent auditing services for the period of February 2019 to June 30, 2020, estimated cost \$15,000.

**APPROVED. Moved by Mélon, seconded by Hutchison. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

Chairman Henry appointed Director Boggs to the Evaluation Committee, as Chairman. He also appointed directors Budd and Vick to the committee.

**10. Receive Financial Report, and Ratify and Approve Claims**

A. *Period of June 1, 2020 through June 30, 2020*

Mr. Ferbrache, Interim Executive Director, summarized the report.

**RECEIVED. Moved by Eddy, seconded by Boggs. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

**11. Public Comments – Brad Henry, RTA Board Chairman**

None.

**12. Executive Session – Hailey Rawson, Legal Counsel**

Enter into Executive Session to discuss real property acquisition with BNSF Railroad, as authorized by 25 O.S. (2019) §307 (B)(3).

The RTA Board of Directors entered into executive session at 2:00 p.m.

**ENTERED INTO EXECUTIVE SESSION. Moved by Mélon, seconded by Budd. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

**13. Reconvene and Provide Executive Session Reportable Action(s)– Brad Henry, RTA Board Chairman**

Chairman Henry reconvened the special virtual meeting and stated there was no reportable actions taken in Executive Session.

**RECONVENED: 3:43 P.M. Moved by Vick, seconded by Budd. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

**14. New Business – Brad Henry, RTA Board Chairman**

None.

**15. Adjourned - 3:55 P.M.**

**ADJOURNED. Moved by Vick, seconded by Mélon. AYES: Boggs, Budd, Eddy, Henry, Hutchison, Mélon, and Vick.**

**APPROVED** by the Board of Directors and **SIGNED** by the Chairman of the Regional Transportation Authority of Central Oklahoma, on this **16<sup>th</sup>** day of **September, 2020**.

**ATTEST:**

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**Mary Mélon, Secretary**

---

**Brad Henry, Chairman**



Regional Transportation Authority  
of Central Oklahoma

RTA Agenda  
Item No. 7.  
9/16/2020

TO: Chairman and Board of Directors

FROM: Interim Executive Director

Consider Ratifying and Approving Addendum No. 1; and Approving Professional Services Agreement with Allen, Gibbs & Houlik, L.C. for independent auditing services, estimated cost of \$12,600, September 4, 2020 to September 3, 2025.

**Background** The Trust Indenture and Agreement requires an independent audit of the Regional Transportation Authority of Central Oklahoma (RTA) financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. The Single Audit Act of the United States requires an annual audit of recipients of Federal funds. The RTA is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the RTA is to comply with all statutory and regulatory requirements.

The Board of Directors approved a request for proposal (RFP) for external audit services at the July 15, 2020 board meeting. The RFP was advertised in the Journal Record and posted on the RTA website.

Addendum No. 1 was issued on August 3, 2020 in response to the questions received by the deadline. Proposals were due on August 12, 2020. One proposal was received from Allen, Gibbs & Houlik, L.C. (AGH).

The Evaluation Committee met on Friday, August 21, 2020, as reported earlier, and determined the sole proposer, AGH, met the criteria of the RFP and was a qualified firm. The proposal pricing is comparable to other auditing services contracts.

The Evaluation Committee directed the Interim Executive Director to move forward with negotiations with AGH. After several meetings, an agreement was reached. The subsequent professional services agreement (PSA) is attached for the Board of Directors' consideration.

Recommendation: Ratify and Approve Addendum No. 1; and Approve the Professional Services Agreement.

A handwritten signature in black ink, appearing to read "Jason Ferbrache". The signature is written in a cursive, flowing style.

Jason Ferbrache  
Interim Executive Director





Regional Transportation Authority  
of Central Oklahoma

# ADDENDUM

**Addendum No. 1**, issued on Monday, August 3, 2020, for solicitation RTA 2021-001 External Audit Services, is hereby ratified and approved by the Regional Transportation Authority of Central Oklahoma, and signed by the Chairman, this **16<sup>th</sup>** day of **September 2020**.

**ATTEST:**

**REGIONAL TRANSPORTATION AUTHORITY  
OF CENTRAL OKLAHOMA**

\_\_\_\_\_  
Mary Melon, Secretary

\_\_\_\_\_  
Brad Henry, Chairman



Regional Transportation Authority  
of Central Oklahoma

# ADDENDUM

ISSUE DATE **Monday, August 03, 2020**

TO	<b>All Prospective Bidders/Proposers</b>
FROM	Lisa K. Hubbell, Trust Specialist
PROJECT NO.	<b>RTA 2021-001 / Addendum No. 1</b>
ACTION NEEDED	<b>The Bidder and/or Proposer shall acknowledge receipt of this Addendum and acceptance of the conditions by checking, dating and initialing the spaces corresponding to the Addendum on the Bid/Proposal Cost Form.</b>

This addendum is part of the Contract Documents and modifies the work. Acknowledge receipt of this addendum must be so noted, as directed in the proposal packet. Failure to do so may result in the disqualification of the submitted proposal.

The Regional Transportation Authority of Central Oklahoma (RTA) is issuing Addendum No. 1 to answer questions received, and to clarify and/or change the following items:

**1. Attachment "C" – Contract year 1**

**Q. When providing pricing information as outlined in Exhibit C – Does year 1 costs include the February 2019 – June 30, 2019 as well as the FY20 audit? Or is year 1 February 2019-June 30, 2019 and year 2 is the June 30, 2020 year end?**

**A.** Contract Year 1, includes the periods of February 2019 through June 30, 2019 and July 1, 2019 through June 30, 2020, a period of 17 months.

**2. Q. The RFP mentions an example contract was attached for review, but I didn't see that attached. Can we get a copy of the example contract?**

**A.** Section Titled "Contract", Paragraph "X. Contract", page 17, revised as follows:

A sample of the contract for the audit engagement is included as an attachment (Attachment "D").

See, Attachment "D"

**3. Section Titled, "Objective", page 2, revised as follows:**



Regional Transportation Authority  
of Central Oklahoma

# ADDENDUM

The Trust Indenture requires an independent audit of the Authority's financial controls, and annual financial report. The report is to be filed annually with the governing body of the Beneficiaries. ~~Oklahoma Statutes provide that an audit must be ordered on or before July 30, and that an audit must be submitted to the State Auditor and Inspector on or before December 31.~~ The Single Audit Act of the United States requires an annual audit of recipients of Federal funds. The Regional Transportation Authority of Central Oklahoma ~~is a recipient of significant~~ will be a recipient of Federal funds in the future. The Authority is committed to providing annual financial reporting in compliance with Generally Accepted Accounting Principles (GAAP) (SEC rule 15c2-12). The objective of the Authority is to comply with all statutory and regulatory requirements.

**4. Section Titled, "Description and Scope of Services Required", Paragraph "A. General", page 2, revised as follows:**

**A. General**

The services will be an examination of the ~~government-wide and~~ individual fund statements (~~major and non-major funds~~) of the Regional Transportation Authority of Central Oklahoma for the period of February 19, 2019 through June 30, 2019, and fiscal year July 1, 2019 through June 30, 2020. The successful proposer may be retained for three to five years. Proposals must reflect costs for a one-year contract only, and costs for each possible succeeding year for a total of five years.

**5. Section Titled, "Description and Scope of Services Required, Paragraph "C. Proposal", page 4, revised as follows:**

**C. Proposal**

Financial statement workpapers will be prepared by the Authority with the Audit Firm auditing those workpapers. ~~The Firm will prepare preliminary drafts of the CAFR. The Authority will review the drafts, providing comments and assistance in finalizing the CAFR for publication.~~ The Firm will prepare preliminary drafts and provide annual reports to the Authority for publishing.

**6. Section Titled, "Description and Scope of Services Required, Paragraph "D. Proposal", page 4, revised as follows:**

**D. General Information Applicable to Proposals**



Regional Transportation Authority  
of Central Oklahoma

# ADDENDUM

Proposals should address the Authority's CAFR, Single Audit, public trust report, and the Annual Survey of Authority Finances (SA&I 2643) separately under each option. The Authority reserves the flexibility to choose different options for any combination of reports.

**7. Section Titled, "Description and Scope of Services Required, Paragraph "L. Insurance", page 12 and 13, revised as follows:**

**L. Insurance and Indemnification – Second Paragraph**

Indemnity - The Audit Firm agrees to release, defend, indemnify and save harmless ~~the City and its trusts and authorities~~ the Regional Transportation Authority and their officers, agents and employees (i) from and against any and all loss of or damage to property, or injuries to or death of any person or persons, as well as (ii) from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever caused by the negligent acts or omissions of the Audit Firm, including, without limiting the generality of the foregoing, their officers, employees, representatives, suppliers, invitees, contractors or agents, in connection with the audit, provided, however, the Audit Firm shall not be liable hereunder for any loss or expense occasioned by the negligent acts or omissions of the ~~City and its trusts~~ Regional Transportation Authority or its officers, agents and employees. Each party agrees to give the other parties prompt notice of any claim, suits, actions or proceedings.

\*\*\*

(b.) Commercial general liability coverage sufficient to meet the Authority's maximum liability under the Governmental Tort Claims Act (51 O.S. §151 et seq.) and any amendment or addition thereto. The current required minimum commercial general liability coverage is: \$175,000 per person for bodily injury or death, \$25,000 for property damage and \$1,000,000 for any number of claims arising out of a single accident or occurrence. All insurance provided hereunder shall name the Authority ~~or its public trusts~~ as an additional insured.

**8. Section Titled, "Description and Scope of Services Required, Paragraph "M. Other", page 14, revised as follows:**

**M. Other**

1. A decision on the independent accounting firm who will be awarded the Authority's audit examinations should be made no later than September ~~4630~~, 2020.

\*\*\*



Regional Transportation Authority  
of Central Oklahoma

# ADDENDUM

4. Conflict of Interest - The Auditing Firm may not represent any entities whose representation is in any way in conflict with the interests of the Regional Transportation Authority of Central Oklahoma ~~trusts of which the City is the beneficiary.~~

## ATTACHMENT "D"



### PROFESSIONAL SERVICES AGREEMENT

#### Contract/Project No. Project Name/Title

This Professional Services **Agreement** ("**Agreement**") is entered into as of this \_\_\_day of \_\_\_\_\_, 2020, by and between **INSERT VENDOR NAME** ("**SERVICES PROVIDER**"), and the Regional Transportation Authority of Central Oklahoma ("**RTA**"), a public trust organized under the laws of the State of Oklahoma ("**CONTRACTING ENTITY**").

#### WITNESSETH:

**WHEREAS**, on **DATE**, the **CONTRACTING ENTITY** prepared a Request for **Proposal** ("**RFP**") seeking a Professional Services **Agreement** for **INSERT SERVICE PROVIDED** for the **CONTRACTING ENTITY**; and

**WHEREAS**, on **DATE**, the **CONTRACTING ENTITY** received responses to its RFP; and

**WHEREAS**, a selection committee reviewed and evaluated the responses; and

**WHEREAS**, the **SERVICES PROVIDER** represented itself, both in its response ("**Proposal**") and its interviews ("**Interviews**") as an expert in the field of **INSERT SERVICE PROVIDED** with skilled professionals willing, able, and capable of timely providing the services requested and required by the **CONTRACTING ENTITY** in the RFP; and

**WHEREAS**, based upon the representations, guarantees, and warranties expressed by the **SERVICES PROVIDER** both in the **Proposal** and the **Interviews**, the selection committee recommended, and the **CONTRACTING ENTITY** selected and entered this **Agreement** with the **SERVICES PROVIDER**; and

**WHEREAS**, the **CONTRACTING ENTITY** strives to obtain **describe what you are obtaining**; and



## PROFESSIONAL SERVICES AGREEMENT

### 21-001 External Audit Services

This Professional Services Agreement ("Agreement") is entered into as of this 16<sup>th</sup> day of September, 2020, by and between Allen, Gibbs & Houlik, L.C. ("SERVICES PROVIDER"), and the Regional Transportation Authority of Central Oklahoma (RTA), a public trust organized under the laws of the State of Oklahoma ("CONTRACTING ENTITY").

#### WITNESSETH:

WHEREAS, on July 16, 2020, the CONTRACTING ENTITY prepared a Request for Proposal ("RFP") seeking a Professional Services Agreement for external audit services for the CONTRACTING ENTITY; and

WHEREAS, the RFQ was advertised in the Journal Record on July 22, 2020 and July 29, 2020, by the CONTRACTING ENTITY; and

WHEREAS, Addendum No. 1 was issued on July 30, 2020, and is incorporated herein as Attachment "E"; and

WHEREAS, on August 12, 2020, the CONTRACTING ENTITY received one response to its RFP; and

WHEREAS, the Evaluation Committee reviewed and evaluated the response based upon the evaluation criteria; and

WHEREAS, the SERVICES PROVIDER represented itself in its response ("Proposal") as an expert in the field of external auditing services with skilled professionals willing, able, and capable of timely providing the services requested and required by the CONTRACTING ENTITY in the RFP; and

WHEREAS, based upon the representations, guarantees, and warranties expressed by the SERVICES PROVIDER in the Proposal, the Evaluation Committee recommended the CONTRACTING ENTITY select and enter this Agreement with the SERVICES PROVIDER; and

WHEREAS, the CONTRACTING ENTITY strives to obtain external auditing services; and

WHEREAS, CONTRACTING ENTITY retains SERVICES PROVIDER to provide professional services as an independent SERVICES PROVIDER; and

WHEREAS, SERVICES PROVIDER agrees to provide CONTRACTING ENTITY all services, in accordance with the standards exercised by experts in the field, necessary to provide the CONTRACTING ENTITY services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the CONTRACTING ENTITY and SERVICES PROVIDER hereby mutually agree as follows:

#### 1. PROFESSIONAL SERVICES AGREEMENT

Subject to the terms and conditions of this Agreement, CONTRACTING ENTITY retains SERVICES PROVIDER, an independent SERVICES PROVIDER, to provide CONTRACTING ENTITY all



services, in accordance with the standards exercised by experts in the field, necessary to provide the **CONTRACTING ENTITY** services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the RFP and in this **Agreement**.

- (a) This **Agreement** governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** to the **CONTRACTING ENTITY**. The **Attachments** are incorporated into this **Agreement** by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.
- (b) The text of this **Agreement**, together with the **Attachments**, constitutes the entire **Agreement** and the only understanding and agreement between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** with respect to the services, products, solutions and deliverables to be provided by **SERVICES PROVIDER** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this **Agreement**.
- (c) If there is a conflict in language, terms, conditions, or provisions, in this **Agreement** between the text of this document, and any language, term, condition, or provision in any **Attachment**, then the text of this **document**, shall govern and control over any conflicting language, term, condition, or provision in any **Attachment**. As among the **Attachments** any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

**Attachment "A" ("Project Description and Scope of Services"),**

**Attachment "B" ("Proposal"),**

**Attachment "C" ("Payment Milestones and Schedule of Fees),**

**Attachment "D" ("SERVICES PROVIDER'S Project Team and CONTRACTING ENTITY's Resources"),**

**Attachment "E" ("Request for Proposals, including Addenda"),**

**Attachment "F" ("Insurance"),**

- (d) Change Order. **CONTRACTING ENTITY's** Administrator or designated representative is appointed as the authorized representative of **CONTRACTING ENTITY** with authority to process any change order request, as needed.
- (e) **CONTRACTING ENTITY**: The term "**CONTRACTING ENTITY**" as used throughout this **Agreement** shall mean the Regional Transportation Authority of Central Oklahoma ("RTA"), and if The City of Oklahoma City or any participating Public Trust which chooses to avail itself of the services from the resultant **Agreement**. Should the City of Oklahoma City or a participating Public Trust, of which The City of Oklahoma City is its sole Beneficiary, choose to avail itself of services from the resultant **Agreement(s)**, the Proposer(s) will honor the terms and conditions, including price, of the **Agreement(s)**.





## 2. TERM AND RENEWAL

- (a) **Term of Agreement:** The initial term of this **Agreement** shall be effective for a period of five (5) year(s), as approved by **CONTRACTING ENTITY**, with the option to renew.
- (b) **Renewal of Agreement:** This **Agreement** is renewable for one (1), optional 5-year period at the sole option of the **CONTRACTING ENTITY**. Should the **CONTRACTING ENTITY** desire to renew the **Agreement**, a written preliminary notice will be furnished to the **SERVICES PROVIDER** prior to the expiration date of the **Agreement**. (Such preliminary notice will not be deemed to commit the **CONTRACTING ENTITY** to renew.)

## 3. SCOPE OF SERVICES

**SERVICES PROVIDER** is solely responsible for the actions, non-action, omissions, and performance of **SERVICES PROVIDER'S** employees, agents, **SERVICES PROVIDERS**, and subcontractors ("**SERVICES PROVIDER'S Project Team**") and to ensure:

- (a) The timely provision of the Project and timely performance of the Scope of Services as each are defined in **Attachment "A"**,
- (b) The timely provision of all services, products, solutions and deliverables, including but not limited to, the Deliverables listed on **Attachment "B"**,

**SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S** Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the **CONTRACTING ENTITY'S** goals and purposes. **SERVICES PROVIDER** will be solely responsible to ensure the **SERVICES PROVIDER'S Project Team** is adequately trained, instructed, and managed so that **SERVICES PROVIDER** timely provides the Project and satisfies **SERVICES PROVIDER'S** obligations under this **Agreement**. **SERVICES PROVIDER** may not change the **SERVICES PROVIDER'S Project Team** as set forth on **Attachment "D"** ("**SERVICES PROVIDER'S Project Team and CONTRACTING ENTITY'S Resources**") without the prior written consent of the **CONTRACTING ENTITY'S** Administrator. The **CONTRACTING ENTITY'S** Administrator is the **CONTRACTING ENTITY** Manager or designee, as stated in writing.

**SERVICES PROVIDER** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **SERVICES PROVIDER** shall obtain all patents, licenses and any other permission required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the **CONTRACTING ENTITY**.

## 4. COMPENSATION

**CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** the compensation after completion of services or products as specified in **Attachment "C"** ("**Payment Milestones and Schedule of Fees**), subject to the submission of appropriate documentation and completion and acceptance of all the services and deliverables. No payment will be due or owing for any incomplete or undocumented services and deliverables.

The **CONTRACTING ENTITY** and **SERVICES PROVIDER** acknowledge that the compensation to be paid **SERVICES PROVIDER** pursuant to this **Agreement** has been established at an amount



reasonable for the availability and services of **SERVICES PROVIDER** and **SERVICES PROVIDER'S Project Team**.

Price Adjustment Terms. The unit price shall remain firm through the first twelve (12) month of the contract term.

#### 5. **INDEPENDENT SERVICES PROVIDER STATUS**

The parties hereby acknowledge and covenant that:

**SERVICES PROVIDER** is an independent **SERVICES PROVIDER** and will act exclusively as an independent **SERVICES PROVIDER** is not an agent or employee of the **CONTRACTING ENTITY** in performing the duties in this **Agreement**.

The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent **SERVICES PROVIDER** relationship.

- (a) All payments to **SERVICES PROVIDER** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **SERVICES PROVIDER** are performed outside the State of Oklahoma.
- (b) The **CONTRACTING ENTITY** will not withhold any social security tax, workmen's compensation, medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **SERVICES PROVIDER** as **SERVICES PROVIDER** is an independent **SERVICES PROVIDER** and the members of its **SERVICES PROVIDER'S Project Team** are not employees of the **CONTRACTING ENTITY**. Any such taxes, if due, are the responsibilities of **SERVICES PROVIDER** and will not be charged to the **CONTRACTING ENTITY**.
- (c) **SERVICES PROVIDER** acknowledges that as an independent **SERVICES PROVIDER** it and its **Project Team** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **CONTRACTING ENTITY** for its employees.

#### 6. **TERMINATION AND STOP WORK.**

This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein. The **CONTRACTING ENTITY'S** Administrator is hereby authorized to issue notices of termination or suspension on behalf of the **CONTRACTING ENTITY**. This **Agreement** can be terminated, with or without cause, upon written notice, at the option of the **CONTRACTING ENTITY**.

- (a) **Termination for Convenience** - Upon receipt of a notice of termination for the *convenience* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall:
  - (1) Immediately discontinue all services and activities (unless the notice directs otherwise); and
  - (2) Upon payment for products or services fully performed and accepted, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** all work, products, deliverables, documents, data, drawings, specifications, reports, calculations,



Regional Transportation Authority  
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field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise; and

- (3) Should there be a decision by **CONTRACTING ENTITY** to effectuate at termination for convenience, **CONTRACTING ENTITY** and the **SERVICES PROVIDER** would need to review all actions of the **SERVICES PROVIDER**, that would be due compensation for services and cart manufacture at the time of notice. **CONTRACTING ENTITY**'s intent would be to compensate the **SERVICES PROVIDER** for completed services and at the time of notice, or as directed by the notice, to the degree these are satisfactorily performed in accordance with the **Agreement**. Upon termination for the *convenience* by the **CONTRACTING ENTITY**, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for completed services, up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the "not to exceed" amounts set out in this **Agreement**.
- (b) **Termination for Cause** - Upon notice of termination for *cause* from the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **SERVICES PROVIDER** shall release and waive any interest in any retainage. The **CONTRACTING ENTITY** may hold any outstanding payments for prior completed services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **CONTRACTING ENTITY** by reason of **SERVICES PROVIDER'S** breach or other cause. Provided, however, upon notice of termination for cause, **SERVICES PROVIDER** shall deliver to the **CONTRACTING ENTITY** services, products, solutions and deliverables including, but limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

The rights and remedies of the **CONTRACTING ENTITY** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**.

- (c) **Stop Work** - Upon notice to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **SERVICES PROVIDER** under this **Agreement**. In the event the **CONTRACTING ENTITY** issues a stop work order to **SERVICES PROVIDER**, the **CONTRACTING ENTITY** will provide a copy of such stop work order to **SERVICES PROVIDER**. Upon receipt of a stop work order issued by the **CONTRACTING ENTITY**, **SERVICES PROVIDER** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **CONTRACTING ENTITY** in the stop



work order. Upon notice to **SERVICES PROVIDER**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) days by the **CONTRACTING ENTITY**, without cause and without cost to **CONTRACTING ENTITY**; provided however, **SERVICES PROVIDER** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only. The **CONTRACTING ENTITY'S Contract Administrator** is hereby authorized to issue stop work orders on behalf of the **CONTRACTING ENTITY**.

#### 7. OBLIGATION UPON TERMINATION FOR CONVENIENCE.

Except for the any warranties, indemnification, confidentiality, or insurance required or provided by the **SERVICES PROVIDER** under this **Agreement**, which shall survive the termination of this **Agreement** for *convenience* or for *cause*, in the event this **Agreement** is terminated for convenience hereunder, the **CONTRACTING ENTITY** shall pay **SERVICES PROVIDER** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **CONTRACTING ENTITY** shall have no further liability under this **Agreement** to **SERVICES PROVIDER** and **SERVICES PROVIDER** shall have no further obligations to the **CONTRACTING ENTITY**.

#### 8. WARRANTIES

- (a) **SERVICES PROVIDER** warrants that all services, products, solutions and deliverables performed or provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise normally employed by expert professionals performing the same or similar services. **SERVICES PROVIDER** shall maintain during the term of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **SERVICES PROVIDER** agrees to require all members of the **SERVICES PROVIDER'S Project Team** to provide any and all services, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **SERVICES PROVIDER**.
- (b) During the term of this **Agreement**, **CONTRACTING ENTITY'S** initial remedy for any breach of the above warranty shall be to permit **SERVICES PROVIDER** one additional opportunity to perform the services, or provide the products, solutions and deliverables without additional cost to **CONTRACTING ENTITY**. If **SERVICES PROVIDER** cannot perform the services, or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **CONTRACTING ENTITY** shall be entitled to recover, should the **CONTRACTING ENTITY** so determine to be in their best interest, any fees paid to **SERVICES PROVIDER** for previous payments, including, but not limited to, services, products, solutions, and deliverables and **SERVICES PROVIDER** shall make reimbursement or repayment within thirty (30) days of a demand by the **CONTRACTING ENTITY**. Should **SERVICES PROVIDER** fail to reimburse the **CONTRACTING ENTITY** within thirty (30) days of demand, the **CONTRACTING ENTITY** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.



- (c) The **SERVICES PROVIDER** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

## 9. INDEMNIFICATION

**SERVICES PROVIDER** agrees to release, defend, and indemnify the **CONTRACTING ENTITY**, and each of them, and hold the **CONTRACTING ENTITY**, and each of them, harmless against any losses, claims, damages, liabilities, expenses (including all reasonable legal fees and expenses), judgments, fines or settlements in connection resulted from the intentional acts or omissions, negligence, and misconduct of **SERVICES PROVIDER** and the **SERVICES PROVIDER'S Project Team**. Any such indemnification or reimbursement shall be made by **SERVICES PROVIDER** within thirty (30) days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

## 10. CONFIDENTIALITY

**SERVICES PROVIDER** acknowledges that in the course of training and providing other support services to **CONTRACTING ENTITY**, **CONTRACTING ENTITY** may provide **SERVICES PROVIDER** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to **CONTRACTING ENTITY'S** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **SERVICES PROVIDER** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **SERVICES PROVIDER** nor **SERVICES PROVIDER'S Project Team**, without the prior written consent of **CONTRACTING ENTITY**, shall disclose to any person, other than another member of **CONTRACTING ENTITY'S Administrative Team** or the **SERVICES PROVIDER'S Contract Administrator**, any information obtained by **SERVICES PROVIDER**. **SERVICES PROVIDER** will require and maintain adequate confidentiality agreements with its employees, agents, **SERVICES PROVIDERS**, and sub-contracted providers.

## 11. RIGHT TO AUDIT

Audit working papers, consistent with professional standards, are the property of the Audit Firm, but shall promptly be made available to the **CONTRACTING ENTITY** and shall be made available for copying or review by the **CONTRACTING ENTITY**. The **CONTRACTING ENTITY** shall have the right to examine books, papers and records of the **SERVICES PROVIDER** relative to all aspects of the **Agreement** awarded. Failure to provide the requested information may result in termination of the **Agreement**. This right to audit only affects **Agreement** compliance as a result of this **Agreement** and does not apply to vendor records beyond scope of **Agreement**.



## 12. MISCELLANEOUS

- (a) **Validity.** The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.
- (b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.
- (c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized services, therefore **SERVICES PROVIDER** may not assign this **Agreement** in whole or in part without the prior written consent of the **CONTRACTING ENTITY**. In addition, **SERVICES PROVIDER** agrees that the **SERVICES PROVIDER'S Project Manager** may not be removed or replaced without the express written consent of the **CONTRACTING ENTITY'S Contract Administrator**.
- (d) **Venue and Applicable Law.** **Clients** and **SERVICES PROVIDER** hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this **Agreement** shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The **SERVICES PROVIDER** irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this **Agreement**, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This **Agreement** shall be construed and enforced in accordance with the laws of the State of Oklahoma.
- (e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this **Agreement**.
- (f) **Counterparts.** This **Agreement** may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- (g) **Amendments.** This **Agreement** may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto.
- (h) **Entire Contract.** This **Agreement** constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.



- (i) **Time is of Essence.** Both the **CONTRACTING ENTITY** and **SERVICES PROVIDER** expressly agree that time is of the essence with respect to this **Agreement**, and the time for performance of each task shall be made a part of the **Agreement** and shall be strictly observed and enforced. Any failure on the part of the **CONTRACTING ENTITY** to timely object to the time of performance shall not waive any right of the **CONTRACTING ENTITY**, to object at a later time.
- (j) **Upgrades and Substitutions.** During the performance of this **Agreement**, if any software named in this **Agreement** is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the **CONTRACTING ENTITY'S Contract Administrator**, or their written designee, and implemented by **SERVICES PROVIDER** for no increase in costs or fees.
- (k) **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **CONTRACTING ENTITY** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **CONTRACTING ENTITY** through a contract amendment.
- (l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if e-mailed, hand delivered, or sent by facsimile transmission (upon confirmation of receipt), or if sent by certified mail (upon the sooner of the expiration of three (3) days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:
  - (m) **To SERVICES PROVIDER:**

Allen, Gibb & Houlik, L.C.  
301 N Main Street, Suite 1700  
Wichita, KS 67202  
Contact: Tara J. Laughlin  
Telephone: 316-291-4043  
E-mail: tara.laughlin@aghlc.com
  - To CONTRACTING ENTITY:**

Regional Transportation Authority of Central Oklahoma  
EMBARK Headquarters  
2000 S May Avenue  
Oklahoma City, OK 73108  
Contact: Jason Ferbrache, Interim Executive Director  
Telephone: 405.297.1331  
E-mail: [embarkok@okc.gov](mailto:embarkok@okc.gov)
- (n) **Effective.** This **Agreement** shall become effective upon execution by the last party.



### 13. CONTRACTING ENTITY'S RESPONSIBILITIES

The **CONTRACTING ENTITY** shall only provide such space, equipment and personnel to assist **SERVICES PROVIDER** as expressly set forth in **Attachment "D" (CONTRACTING ENTITY'S Resources)**.

All financial obligations of the **CONTRACTING ENTITY** under this **Agreement** shall be solely the obligations of the **CONTRACTING ENTITY** regardless of how stated herein.

### 14. NONDISCRIMINATION

In connection with the performance of services and deliverable under this **Agreement**, **SERVICES PROVIDER** agrees as follows:

- (a) The **SERVICES PROVIDER**, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:
  - i. Withholding monthly progress payments;
  - ii. Assessing sanctions;
  - iii. Liquidated damages; and/or
  - iv. Disqualifying the contractor from future bidding as non-responsible
- (b) **SERVICES PROVIDER** shall not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, national origin, ancestry or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). **SERVICES PROVIDER** shall take action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, religion, sex, 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, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship. **SERVICES PROVIDER** shall agree to post, in conspicuous places, available to employees and applicants for employment, notices provided by the City Clerk of the City of Oklahoma City setting forth provisions of § 25-41 of the Oklahoma City Municipal Code, 2010.
- (c) In the event of **SERVICES PROVIDER**'s noncompliance with this nondiscrimination clause, this **Agreement** may be suspended, canceled or terminated by **CONTRACTING ENTITY**. **CONTRACTING ENTITY** may declare **SERVICES PROVIDER** ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by **SERVICES PROVIDER**.
- (d) **SERVICES PROVIDER** agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this **Agreement**.





**15. ANTI-COLLUSION.**

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

**16. INSURANCE**

**SERVICES PROVIDER** shall obtain and provide **CONTRACTING ENTITY** with a copy of the certificate of insurance prior to execution of the contract by **CONTRACTING ENTITY** and shall maintain such insurance throughout the term of this **Agreement** as required and in the form and in the amount set forth in **Attachment "F"** which is incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



Regional Transportation Authority  
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WITNESS the hands of the parties hereto:

The undersigned individual states that the Proposer will be bound by its proposal, the request for proposal, the terms and conditions of the Professional Services Agreement, and the requirements for proposers.

TO BE COMPLETED BY THE SERVICES PROVIDER

Signature: Tandari

Title: Vice President

Date: 9/3/2020

**Note:** If individual signing is not owner or an officer of the business or corporation a Letter of Authorization is to be included. For instance, if a Salesman or Manager signs this form, a letter of authorization is to be attached. Corporate Seal will be accepted in lieu of an authorization letter if affixed to this document.

TO BE COMPLETED BY THE NOTARY:

State of \* Kansas )  
County of \* Sedgwick ) SS:  
[\*State and County where notarized must be written in.]



SIGNED and sworn to before me this 4<sup>th</sup> day of Sept., 2020

by Tara Laughlin  
[Printed name of individual who signed above.]

Signature of Notary Public: Kathy J. Armbruster  
My Commission number: 1133866  
My Commission expires: 3/10/2021  
[Date/Year]



Regional Transportation Authority  
of Central Oklahoma

**APPROVED** by the Regional Transportation Authority of Central Oklahoma and **SIGNED** by the  
Chairman this \_\_\_\_\_ of \_\_\_\_\_, 2020.

**ATTEST:**

**REGIONAL TRANSPORTATION AUTHORITY OF  
CENTRAL OKLAHOMA**

\_\_\_\_\_  
Mary Melon, Secretary

\_\_\_\_\_  
Brad Henry, Chairman

Reviewed for form and legality.

\_\_\_\_\_  
Hailey Rawson, General Counsel

## **Professional Services Agreement Attachments**

The following **Attachments** are incorporated by reference into the **Agreement** by and between the **CONTRACTING ENTITY** and **SERVICES PROVIDER** and shall have the priority and precedence as first set forth in paragraph one of this **Agreement**.

**The Attachments include:**

**Attachment "A" ("Project Description and Scope of Services"),**

**Attachment "B" ("Proposal"),**

**Attachment "C" ("Payment Milestones and Schedule of Fees),**

**Attachment "D" ("SERVICES PROVIDER'S Project Team and CONTRACTING ENTITY'S Resources"),**

**Attachment "E" ("Request for Proposals, including Addenda"),**

**Attachment "F" ("Insurance"),**

# **REGIONAL TRANSPORTATION AUTHORITY**

The Regional Transportation Authority  
of Central Oklahoma

## ***Board of Directors***

Brad Henry, Chairman - Oklahoma City

Marion Hutchinson, Vice Chairman - Norman

Mary Melon, Secretary – Oklahoma City

James Boggs, Treasurer - Edmond

Donald Vick - Del City

Aaron Budd - Midwest City

Steve Eddy - Moore

## ***Management***

Jason Ferbrache, Interim Executive Director

Monthly Financial Report for Month Ended July 31, 2020

Prepared by The Oklahoma City Finance Department, Accounting Services Division  
Angela Pierce CPA , Assistant Finance Director / Controller



The City of  
OKLAHOMA CITY  
DEPARTMENT OF FINANCE

To: The Board of Directors  
Regional Transportation Authority of Central Oklahoma

From: Accounting Services Division

Date: September 11, 2020

Subject: Regional Transportation Authority of Central Oklahoma for the  
Month Ended July 31, 2020 and 2019.

The financial statements presented in this report include a cash status report, balance sheet, statement of revenues and expenditures and statement of local funding.

The financial statements and schedules are preliminary and may change. Any changes will be reflected in the annual audited financial statements. Receivables have been based on an estimate from previous month's data.

The financial statements and schedules are unaudited and are prepared by the City Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions that you may have pertaining to the financial statements and schedules.

Respectfully submitted:

*Ronda K Shelton*

\_\_\_\_\_  
Ronda K. Shelton MS, MBA  
City of Oklahoma City  
Municipal Accountant III

*Amy M Lucas*

\_\_\_\_\_  
Amy M. Lucas MBA  
City of Oklahoma City  
Accounting Manager

*Angela Pierce*

\_\_\_\_\_  
Angela Pierce, CPA  
City of Oklahoma City  
Assistant Finance Director / Controller

**CASH STATUS REPORT**  
**For the Month Ended July 31, 2020**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	<u>OPERATING ACCOUNT</u>	<u>INVESTMENT SWEEP (1)</u>	<u>TOTAL</u>
Beginning Balance <i>July 1, 2020</i>			
Cash on Deposit	\$1,131,979	\$-	\$1,131,979
Cash Receipts			
Total Cash Receipts	-	-	-
Cash Disbursements			
Consultant	43,855	-	43,855
Total Cash Disbursements	43,855	-	43,855
Ending Balance <i>July 31, 2020</i>			
Cash on Deposit	<u>\$1,088,124</u>	<u>\$-</u>	<u>\$1,088,124</u>

(1) As of March 2020, there is no longer a daily sweep from the operating account to the investment account at the close of the business day and a corresponding sweep back to the operating account at the beginning of the next business day.

**BALANCE SHEET**  
**July 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	<u>2020</u>	<u>2019</u>	<u>Current Year % Change</u>
<b><u>ASSETS</u></b>			
<b><u>Current Assets:</u></b>			
Cash & Cash Equivalents:			
Chase Operating Account	\$1,088,124	\$1,396,772	-22%
Total Cash & Cash Equivalents	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Current Assets	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Assets	<u><u>1,088,124</u></u>	<u><u>1,396,772</u></u>	<u><u>-22%</u></u>
<b><u>LIABILITIES</u></b>			
<b><u>Short-term Liabilities:</u></b>			
Deferred Revenue			
Unearned Revenue	1,088,124	1,396,772	-22%
Total Deferred Revenue	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Short-term Liabilities	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Liabilities	<u>1,088,124</u>	<u>1,396,772</u>	<u>-22%</u>
Total Liabilities and Net Assets	<u><u>\$1,088,124</u></u>	<u><u>\$1,396,772</u></u>	<u><u>-22%</u></u>



**STATEMENT OF REVENUES AND EXPENDITURES**  
**For the One Month ended July 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	July 2020 Current	July 2020 Year to Date	July 2019 Current	July 2019 Year to Date
<b><u>REVENUE</u></b>				
Beneficiary Donations:				
Del City	\$1,036	\$1,036	\$96	\$96
Edmond	3,953	3,953	364	364
Midwest City	2,640	2,640	243	243
Moore	2,675	2,675	247	247
Norman	5,387	5,387	497	497
Oklahoma City	28,164	28,164	2,596	2,596
Total Revenue	<u>43,855</u>	<u>43,855</u>	<u>4,043</u>	<u>4,043</u>
<b><u>EXPENDITURES</u></b>				
Administrative Services	-	-	1,547	1,547
Consultant Fees	43,855	43,855	-	-
Insurance	-	-	2,496	2,496
Total Expenditures	<u>43,855</u>	<u>43,855</u>	<u>4,043</u>	<u>4,043</u>
Net Revenue over Expenditures	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>

**STATEMENT OF LOCAL FUNDING**  
**For the One Month ended July 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

<b>LOCAL SPLIT</b>	<b>Population</b>	<b>% Population</b>	<b>Local Share Contributed</b>	<b>Spent</b>	<b>Funds Remaining</b>
Del City	21,332	2.3621%	\$49,580	\$23,878	\$25,702
Edmond	81,405	9.0138%	189,200	91,118	98,082
Midwest City	54,371	6.0204%	126,368	60,859	65,509
Moore	55,081	6.0990%	128,018	61,653	66,365
Norman	110,925	12.2825%	257,810	124,161	133,649
Oklahoma City	579,999	64.2222%	1,348,024	649,207	698,817
<b>Total Revenue</b>	<b>903,113</b>	<b>100.0000%</b>	<b>\$2,099,000</b>	<b>\$1,010,876</b>	<b>\$1,088,124</b>

**After July, 2020 Claims Paid in August:**

<b>LOCAL SPLIT</b>	<b>Population</b>	<b>% Population</b>	<b>Local Share Contributed</b>	<b>Spent</b>	<b>Funds Remaining</b>
Del City	21,332	2.3621%	\$49,580	\$24,320	\$25,260
Edmond	81,405	9.0138%	189,200	92,806	96,394
Midwest City	54,371	6.0204%	126,368	61,986	64,382
Moore	55,081	6.0990%	128,018	62,795	65,223
Norman	110,925	12.2825%	257,810	126,460	131,350
Oklahoma City	579,999	64.2222%	1,348,024	661,228	686,796
<b>Total Revenue</b>	<b>903,113</b>	<b>100.0000%</b>	<b>\$2,099,000</b>	<b>\$1,029,595</b>	<b>\$1,069,405</b>

**Regional Transportation Authority of Central Oklahoma  
Payment Claims**

**Period: 7/01/2020 to 7/31/2020**

<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Invoice No.</b>	<b>Cost</b>	<b>Total</b>
8/3/2020	Holmes & Associates LLC	Consultant Fees - Labor	820	\$ 20,046.25	
		Cost Reimbursement RTA	820	<u>\$ 1,512.11</u>	
					\$ 21,558.36
<b>Total Claims</b>					<b>\$ 21,558.36</b>

**RATIFIED and APPROVED** by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this **16th** day of **September, 2020**.

**TREASURER:**

**REGIONAL TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
James P. Boggs

\_\_\_\_\_  
Brad Henry, Chairman

**ATTEST:**

\_\_\_\_\_  
Mary Mélon, Secretary



# HOLMES & ASSOCIATES LLC

Holmes & Associates LLC  
P.O. Box 526057  
Salt Lake City, UT 84152  
Phone: 801.410.4449  
E-Mail: [kathryn@holmesassociatesllc.com](mailto:kathryn@holmesassociatesllc.com)

## Invoice #0820

August 3, 2020

EIN: 82-1144150  
Supplier ID: 231866

### Client

RTA  
2000 S. May  
Oklahoma City, OK 73108  
ATTN: James P. Boggs  
[boggsedmondrt@cox.net](mailto:boggsedmondrt@cox.net)  
ATTN: Suzanne Wickenkamp  
[suzanne.wickenkamp@okc.gov](mailto:suzanne.wickenkamp@okc.gov)

Date	Billor	Description	Hours/Qty	Rate	Amount
7/01/2020	KAH	RTA - TIME: Total time billed by K Holmes for the period 7/01/2020 to 7/31/2020	50.75	395.00	\$20,046.25
7/31/2020	KAH	RTA - COSTS: Total costs incurred by KAH			\$1,512.11

We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you.

**Invoice Balance Due** \$21,558.36

# **REGIONAL TRANSPORTATION AUTHORITY**

The Regional Transportation Authority  
of Central Oklahoma

## ***Board of Directors***

Brad Henry, Chairman - Oklahoma City

Marion Hutchinson, Vice Chairman - Norman

Mary Melon, Secretary – Oklahoma City

James Boggs, Treasurer - Edmond

Donald Vick - Del City

Aaron Budd - Midwest City

Steve Eddy - Moore

## ***Management***

Jason Ferbrache, Interim Executive Director

Monthly Financial Report for Month Ended August 31, 2020

Prepared by The Oklahoma City Finance Department, Accounting Services Division  
Angela Pierce CPA , Assistant Finance Director / Controller



The City of  
OKLAHOMA CITY  
DEPARTMENT OF FINANCE

To: The Board of Directors  
Regional Transportation Authority of Central Oklahoma

From: Accounting Services Division

Date: September 11, 2020

Subject: Regional Transportation Authority of Central Oklahoma for the  
Month Ended August 31, 2020 and 2019.

The financial statements presented in this report include a cash status report, balance sheet, statement of revenues and expenditures and statement of local funding.

The financial statements and schedules are preliminary and may change. Any changes will be reflected in the annual audited financial statements. Receivables have been based on an estimate from previous month's data.

The financial statements and schedules are unaudited and are prepared by the City Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions that you may have pertaining to the financial statements and schedules.

Respectfully submitted:

*Ronda K Shelton*

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Ronda K. Shelton MS, MBA  
City of Oklahoma City  
Municipal Accountant III

*Amy M Lucas*

---

Amy M. Lucas MBA  
City of Oklahoma City  
Accounting Manager

A handwritten signature in black ink, appearing to read "Angela Pierce".

---

Angela Pierce, CPA  
City of Oklahoma City  
Assistant Finance Director / Controller

**CASH STATUS REPORT**  
**For the Month Ended August 31, 2020**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	<u>OPERATING ACCOUNT</u>	<u>INVESTMENT SWEEP (1)</u>	<u>TOTAL</u>
Beginning Balance <i>August 1, 2020</i>			
Cash on Deposit	\$1,088,124	\$-	\$1,088,124
Cash Receipts			
Total Cash Receipts	-	-	-
Cash Disbursements			
Consultant	21,559	-	21,559
Total Cash Disbursements	21,559	-	21,559
Ending Balance <i>August 31, 2020</i>			
Cash on Deposit	<u>\$1,066,565</u>	<u>\$-</u>	<u>\$1,066,565</u>

(1) As of March 2020, there is no longer a daily sweep from the operating account to the investment account at the close of the business day and a corresponding sweep back to the operating account at the beginning of the next business day.

**BALANCE SHEET**  
**August 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	<u>2020</u>	<u>2019</u>	<u>Current Year % Change</u>
<b><u>ASSETS</u></b>			
<b><u>Current Assets:</u></b>			
Cash & Cash Equivalents:			
Chase Operating Account	\$1,066,565	\$1,373,926	-22%
Total Cash & Cash Equivalents	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Current Assets	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Assets	<u><u>1,066,565</u></u>	<u><u>1,373,926</u></u>	<u><u>-22%</u></u>
<b><u>LIABILITIES</u></b>			
<b><u>Short-term Liabilities:</u></b>			
Deferred Revenue			
Unearned Revenue	1,066,565	1,373,926	-22%
Total Deferred Revenue	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Short-term Liabilities	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Liabilities	<u>1,066,565</u>	<u>1,373,926</u>	<u>-22%</u>
Total Liabilities and Net Assets	<u><u>\$1,066,565</u></u>	<u><u>\$1,373,926</u></u>	<u><u>-22%</u></u>



**STATEMENT OF REVENUES AND EXPENDITURES**  
**For the One Month and Two Months ended August 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

	August 2020 Current	August 2020 Year to Date	August 2019 Current	August 2019 Year to Date
<b><u>REVENUE</u></b>				
Beneficiary Donations:				
Del City	\$509	\$1,545	\$444	\$540
Edmond	1,944	5,897	1,695	2,059
Midwest City	1,298	3,938	1,132	1,376
Moore	1,315	3,990	1,147	1,393
Norman	2,648	8,035	2,309	2,806
Oklahoma City	13,845	42,010	12,076	14,673
Total Revenue	<u>21,559</u>	<u>65,415</u>	<u>18,803</u>	<u>22,847</u>
<b><u>EXPENDITURES</u></b>				
Administrative Services	-	-	307	1,854
Consultant Fees	21,559	65,415	18,496	18,496
Insurance	-	-	-	2,497
Total Expenditures	<u>21,559</u>	<u>65,415</u>	<u>18,803</u>	<u>22,847</u>
Net Revenue over Expenditures	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>

**STATEMENT OF LOCAL FUNDING**  
**For the One Month and Two Months ended August 31,**  
**(unaudited) (preliminary)**

**REGIONAL TRANSPORTATION AUTHORITY**  
**OF CENTRAL OKLAHOMA**

<b>LOCAL SPLIT</b>	<b>Population</b>	<b>% Population</b>	<b>Local Share Contributed</b>	<b>Spent</b>	<b>Funds Remaining</b>
Del City	21,332	2.3621%	\$49,580	\$24,387	\$25,193
Edmond	81,405	9.0138%	189,200	93,062	96,138
Midwest City	54,371	6.0204%	126,368	62,157	64,211
Moore	55,081	6.0990%	128,018	62,968	65,050
Norman	110,925	12.2825%	257,810	126,809	131,001
Oklahoma City	579,999	64.2222%	1,348,024	663,052	684,972
<b>Total Revenue</b>	<b>903,113</b>	<b>100.0000%</b>	<b>\$2,099,000</b>	<b>\$1,032,435</b>	<b>\$1,066,565</b>

**After August, 2020 Claims Paid in September:**

<b>LOCAL SPLIT</b>	<b>Population</b>	<b>% Population</b>	<b>Local Share Contributed</b>	<b>Spent</b>	<b>Funds Remaining</b>
Del City	21,332	2.3621%	\$49,580	\$24,917	\$24,663
Edmond	81,405	9.0138%	189,200	95,083	94,117
Midwest City	54,371	6.0204%	126,368	63,507	62,861
Moore	55,081	6.0990%	128,018	64,336	63,682
Norman	110,925	12.2825%	257,810	129,563	128,247
Oklahoma City	579,999	64.2222%	1,348,024	677,453	670,571
<b>Total Revenue</b>	<b>903,113</b>	<b>100.0000%</b>	<b>\$2,099,000</b>	<b>\$1,054,859</b>	<b>\$1,044,141</b>

**Regional Transportation Authority of Central Oklahoma  
Payment Claims**

**Period: 8/01/2020 to 8/31/2020**

<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Invoice No.</b>	<b>Cost</b>	<b>Total</b>
9/2/2020	Holmes & Associates LLC	Consultant Fees - Labor	920	\$ 19,157.50	
		Cost Reimbursement RTA	920	\$ 1,210.51	
					\$ 20,368.01
9/1/2020	COTPA	Admin Services	2020-100	\$ 4,576.00	
		Legal Advertisements	744775717	\$ 318.46	
					\$ 4,894.46
<b>Total Claims</b>					<b>\$ 25,262.47</b>

**APPROVED** by the Treasurer and Chairman of the Regional Transportation Authority of Central Oklahoma, this **16th** day of **September, 2020**.

**TREASURER:**

**REGIONAL TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
James P. Boggs

\_\_\_\_\_  
Brad Henry, Chairman

**ATTEST:**

\_\_\_\_\_  
Mary Mélon, Secretary



# HOLMES & ASSOCIATES LLC

Holmes & Associates LLC  
P.O. Box 528067  
Salt Lake City, UT 84152  
Phone: 801.410.4449  
E-Mail: kathryn@holmesassociatesllc.com

## Invoice #0920

September 1, 2020

EIN: 82-1144150  
Supplier ID: 231866

### Client

RTA  
2000 S. May  
Oklahoma City, OK 73108  
ATTN: James P. Boggs  
boggsedmondrt@cox.net  
ATTN: Suzanne Wickenkamp  
suzanne.wickenkamp@okc.gov

Date	Billor	Description	Hours/Qty	Rate	Amount
8/01/2020	KAH	RTA - TIME: Total time billed by K Holmes for the period 8/01/2020 to 8/31/2020	48/8	395.00	\$19,157.50
8/31/2020	KAH	RTA - COSTS: Total costs incurred by KAH			\$1,210.51

We appreciate your business. Please make checks payable to "Holmes & Associates LLC." Thank you.

**Invoice Balance Due** \$20,368.01



CENTRAL OKLAHOMA  
TRANSPORTATION & PARKING  
AUTHORITY

REMIT PAYMENT TO:  
EMBARC - Accts Receivable  
2000 S. May | Oklahoma City, OK 73108  
embarkok@okc.gov

Bill To: **Regional Transportation  
Authority of Central Oklahoma** Phone:

Invoice #: 2020-100

Address: 2000 S May Avenue Email:  
Oklahoma City, OK 73108

Invoice Date: 9/1/2020

Invoice For: *Administrative Services*

Item #	Description	Qty	Unit Price	Discount	Price
1	Admin Services Fee - July 2020 (Local Match)	1	\$2,288.00		\$2,288.00
1	Admin Services Fee - August 2020 (Local Match)	1	\$2,288.00		\$2,288.00
1	Legal Ad - RFP Alternative Analysis Update	1	\$175.28		\$175.28
1	Legal Ad - RFP External Audit Serv	1	\$143.18		\$143.18
NOTES: RTA PO # 2021-001					
				Invoice Subtotal	\$4,894.46
				Tax Rate	
				Sales Tax	\$0.00
				Other	
				Deposit Received	
Make all checks payable to EMBARK				<b>TOTAL</b>	<b>\$4,894.46</b>

KNOW ALL MEN BY THESE PRESENTS:

BOOK 4966 PG 784

That CIM, an Oklahoma general partnership in consideration of the sum of One Dollar (\$1.00) receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell and convey unto the City of Midwest City, a Municipal Corporation, a public utility easement and right of way over, across, and under the following described real estate and premises situated in Oklahoma County, Oklahoma, to and under the following described area:

A permanent 10.0 foot utility easement being 5.0 feet either side of center line described as follows:

STATE OF OKLAHOMA  
 COUNTY OF OKLAHOMA  
 DEPT. OF REVENUE  
 RECORDS & CLERK  
 FEB 14 10 16 AM '83  
 RECORDS OR FILE

Commencing at the SE Corner of Block, 1, Amend's Amended Plat, part of Blocks 1 and 4 of Aviation Acres to Midwest City, Oklahoma County, Oklahoma; thence N51°36'46"W a distance of 60.00 feet to the point of beginning; thence N38°23'14"E a distance of 174.50 feet; thence N00°13'18"W a distance of 108.00 feet to the point of ending.

with the right of ingress and egress, to and from the same, for the purpose of surveying, laying out, constructing, maintaining and operating the following public utility(ies) to wit: Water Line.

To have and to hold the same unto the said City, its successors and assigns forever.

Signed and delivered this 14 day of Jan, 1983.

CIM Partnership  
by James R Stahl

ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
 ) SS:  
 COUNTY OF OKLAHOMA )

Before me, the undersigned, a Notary Public in and for said County and State on this 14th day of January, 1983, personally appeared James R Blalack

32 \*\*\*\*\*6.00 R  
 99#00 C2-14-83



**CITY OF MIDWEST MUNICIPAL AUTHORITY AGENDA**

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

October 13, 2020 – 6:01 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
  - 1. Discussion and consideration to approve the minutes of the September 22, 2020 regular meeting, as submitted. (City Clerk - S. Hancock)
  - 2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Utilities Capital Outlay Fund, expenses/Utility Services (50) \$25,509. (C. Barron - Finance)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. ADJOURNMENT.





DISCUSSION ITEMS





Notice for the Midwest City Municipal Authority meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

### **Midwest Municipal Authority Minutes**

September 22, 2020

This meeting was held in Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:37 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

CONSENT AGENDA. Allen made a motion to approve the consent agenda, as submitted, seconded by Eads. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: None. Motion carried.

1. Discussion and consideration to approve the minutes of the September 8, 2020 regular meeting, as submitted.
2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending August 31, 2020.

#### DISCUSSION ITEMS.

1. **Discussion and consideration on the First Amendment of a certain Restrictive and Covenant Agreement found on Page 641, Record Book 8124 of the Oklahoma County Clerk's Office Land Records, and pertaining to property located in the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, OK.** Robert Coleman addressed the Trustees. Byrne made a motion to approve taking action, as submitted, seconded by Eads. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: None. Motion carried.
2. **Discussion and consideration to authorize Robert Stearns of Sooner Investment to seek any land subdivision approval(s) necessary to sell a portion of the Municipal Authority property commonly referred to as 5633 Tinker Diagonal (a/k/a Parts of the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma).** Byrne made a motion to approve taking action, as submitted, seconded by Bowen. Voting Aye: Byrne, Eads, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: None. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 7:40PM.

ATTEST:

---

MATTHEW D. DUKES II, Chairman

---

SARA HANCOCK, Secretary



**Finance Department**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
cbarron@midwestcity.org  
Office: 405-739-1245  
www.midwestcityok.org

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Christy Barron, City Treasurer/Finance Director

DATE: October 13, 2020

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Utilities Capital Outlay Fund, expenses/Utility Services (50) \$25,509.

This supplement is needed to increase budget for additional costs of auto meter reading system.

*Christy Barron*

Christy Barron  
Finance Director

**SUPPLEMENTS**  
**October 13, 2020**

Fund UTILITIES CAPITAL OUTLAY (189)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
50	Utility Services			25,509	
		<u>0</u>	<u>0</u>	<u>25,509</u>	<u>0</u>

**Explanation:**  
 To increase budget for additional costs of auto meter reading system. Funding to come from fund balance.



NEW BUSINESS/  
PUBLIC DISCUSSION





## CITY OF MIDWEST MEMORIAL HOSPITAL AUTHORITY AGENDA

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

October 13, 2020 – 6:02 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
1. Discussion and consideration to approve the minutes of the September 22, 2020 regular meeting, as submitted. (City Clerk - S. Hancock).
  2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - C. Barron)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. EXECUTIVE SESSION.
1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), 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. (City Manager - T. Lyon)
- E. ADJOURNMENT.





DISCUSSION ITEMS



Notice for the Midwest Memorial Hospital Authority meetings was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

## **Midwest City Memorial Hospital Authority Minutes**

September 22, 2020

This meeting was held in the Midwest City Chambers at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:40 PM with following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, Rick Favors with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon.

### **DISCUSSION ITEMS.**

- 1. Discussion and consideration to approve the minutes of the September 8, 2020 regular meeting, as submitted.** Byrne made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: none. Absent: None. Motion Carried.
- 2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed.
- 3. Discussion and consideration of awarding a COVID-19 Small Business Relief Program grant application for Computers Coffee and Chill in the amount of \$4,000.** R. Coleman addressed the Trustees. Bowen made a motion to approve the grant application as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: None. Motion Carried.

**NEW BUSINESS/PUBLIC DISCUSSION.** There was no new business or public discussion.

At 7:44 PM Eads made a motion to recess, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: none. Absent: None. Motion Carried. Trustees returned to meeting at 7:51 PM.

### **EXECUTIVE SESSION.**

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. §307(C)(11), 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.**

At 7:52 PM Eads made a motion to enter into Executive Session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: none. Absent: None. Motion Carried.

Reed left the meeting at 8:37 PM and returned at 8:39 PM.

At 8:58 PM Reed made a motion to return to Open Session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: none. Absent: None. Motion Carried.

Eads made a motion to proceed as discussed, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: none. Absent: None. Motion Carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:58 PM.

ATTEST:

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

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





Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: Christy Barron, Finance Director

Date: October 13, 2020

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

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

Action is at the discretion of the Authority.

Christy Barron  
Finance Director



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
tlyon@midwestcityok.org  
Office: 405.739.1201  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager

DATE: October 13, 2020

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), 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.

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Appropriate information will be dispersed during the meeting.

Tim Lyon, City Manager