



## CITY OF MIDWEST CITY MEETINGS FOR NOVEMBER 14, 2023

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All Council/Authority/Commission meetings of the City of Midwest City (MWC) elected officials will be held in the Council Chamber located at 100 N. Midwest Blvd., Midwest City, OK 73110, Oklahoma County, Oklahoma, unless notified otherwise.

Regularly scheduled meetings of the elected officials will be streamed live and recorded on the MWC YouTube channel: [Bit.ly/CityofMidwestCity](https://bit.ly/CityofMidwestCity) with the recorded videos available there within 48 hours.

Special Assistance for a Meeting: Send request via email to [tanderson@midwestcityok.org](mailto:tanderson@midwestcityok.org) or call 405-739-1220 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Please note that the elected officials will informally gather at or after 5:00 PM in the City Manager's Conference room for dinner for evening meetings; however, no business will be discussed or acted upon. Meals will only be provided to the City Council and staff. Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

For the purposes of all meetings of the MWC elected and/or appointed officials, the term "possible action" shall mean possible adoption, rejection, amendments, and/or postponements.

Pursuant to Midwest City Resolution 2022-50, the following rules of conduct and engagement are in effect for all meetings of the MWC elected and/or appointed officials:

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.
2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.
3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.
4. Agenda items requesting action of the elected officials shall include:
  1. Presentation by City Staff and/or their invited guest speaker;
  2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
  3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
  4. Motion and second by the elected officials.
  5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
  6. Final discussion and possible action/amended motion by the elected officials.



## CITY OF MIDWEST CITY COUNCIL AGENDA

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

November 14, 2023 – 6:00 PM

Presiding members: Mayor Matt Dukes

Ward 1 Susan Eads

Ward 3 Rick Dawkins

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Sean Reed

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

- 🕒 Invocation by Assistant City Manager Vaughn Sullivan
- 🕒 Pledge of Allegiance by Carl Albert High School ROTC Cadets
- 🕒 Mayoral Proclamations: Assistant Fire Chief Tony Lopez, Police Sgt. Samantha Wilson, Chief Construction Inspector Glenn Presley, and National Stormwater Day
- 🕒 Community-related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if there is not unanimous consent, then the item(s) will be removed and heard in regular order.

1. Discussion, consideration and possible action to approve the October 24, 2023 meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Grants Fund, revenue /Intergovernmental (62) \$50,871; expenditures/Police (62) \$50,871. Capital Improvements Fund, expenditures/Capital Improvements (57) \$49,542. Grants Fund, revenue /Intergovernmental (42) \$1,300,000; expenditures/Transfers Out (42) \$1,300,000; revenue/Intergovernmental (43) \$375,000; expenditures/Transfers Out (43) \$375,000; revenue/Intergovernmental (61) \$325,000; expenditures/Transfers Out (61) \$325,000. Capital Improvements Fund, expenditures/Street (09) \$420,000. Street & Alley Fund, expenditures/Street (09) \$35,000. Reimbursed Projects Fund, expenditures/Community Development (05) \$106; expenditures/Park & Rec (06) \$1,928; expenditures/Public Works (30) \$507; expenditures/Police (62) \$561; expenditures/Fire (64) \$2,142; expenditures/Transfers Out (05) \$43,097; expenditures/Transfers Out (06) \$257; expenditures/Transfers Out (37) \$35,000. Capital Improvements Fund, revenue/Transfers In (00) \$1,000. Park & Recreation Fund, revenue/Transfers In (00) \$257. Downtown Redevelopment Fund, revenue/Transfers In (00) \$35,000. General Fund, expenditures/Neighborhood Services (15) \$2,400. Disaster Relief Fund, expenditures /Neighborhood Services (15) \$2,400. Grants Fund, revenue/ Intergovernmental (21) \$20,000; expenditures/Transfers Out (21) \$20,000. Emergency Operations Fund, revenue/Transfers In (00) \$20,000. Reimbursed Projects Fund, expenditures/Hidden Creek (48) \$15,000. (Finance - T. Cromar)

3. Discussion, consideration and possible action of approving a Resolution, to notify the public of publication of the most recent Supplement 19, dated October 2023 to the Midwest City Code of ordinances and to ratify all other previous supplements and codifications. (City Clerk - S. Hancock)
4. Discussion, consideration, and possible action of approving a project agreement generally known as State Job Number 38082(04)(05)(06)(07) with the Oklahoma Department of Transportation (ODOT) to receive \$5,902,000 in construction federal funds for a future federal aid project for SE 29<sup>th</sup> St and Douglas Blvd and associated work. (Engineering & Construction Services - B. Bundy)
5. Discussion, consideration, and possible action of approving a project agreement for State Job Number 38092(04), with the Oklahoma Department of Transportation (ODOT) to receive \$1,203,040 in construction federal funds for a future federal aid project to construct sidewalk in four locations. (Engineering & Construction Services - B. Bundy)
6. Discussion, consideration, and possible action of approving a project agreement for State Job Number 38093(04), with the Oklahoma Department of Transportation (ODOT) to receive \$840,000 in construction federal funds for a future federal aid project to upgrade and improve 5 signals. (Engineering & Construction Services - B. Bundy)
7. Discussion, consideration, and possible action of approving a project agreement for State Job Number 38094(04), with the Oklahoma Department of Transportation (ODOT) to receive \$360,500 in construction federal funds for a future federal aid project to restripe various City arterials. (Engineering & Construction Services - B. Bundy)
8. Discussion, consideration, and possible action of a resolution recommending selecting Consor Engineers, LLC as the engineer responsible for the annual city bridge inspections for compliance with National Bridge Inspection Standards for the term of April 1, 2024 to March 31, 2026. (Engineering and Construction Services - B. Bundy)
9. Discussion, consideration, and possible action of entering into an agreement for Professional Services with Lee Engineering, LLC. in the amount of \$96,500 to provide survey and design services for a future federal aid project to upgrade and improve 5 signals, known as JP 38094(04). (Engineering & Construction Services - B. Bundy)
10. Discussion, consideration, and possible action of accepting a Permanent Utility Easement for the construction of and access to public utilities located in the future Glenhaven Addition. The easement is located within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Engineering and Construction Services - P. Menefee)

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12. Discussion, consideration, and possible action of 1) appointing Ms. Christine Price-Allen as the Ward 5 representative; and 2) re-appointing Aruna Abhayagoonawardhana as the Ward 6 representative, both to the Midwest City Tree Board for three-year terms, ending November 10, 2026. (Public Works - R. Paul Streets)
13. Discussion, consideration, and possible action of declaring four City property chairs as surplus and authorizing their disposal through sealed bid, public auction, or by other means as necessary. (Emergency Management - D. Wagner)
14. Discussion, consideration and possible action, declaring (1) keyboard, (1) V700 photo scanner, (1) binder, (1) file folder organizer, (1) magazine holder and (1) pair of speakers as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)
15. Discussion, consideration, and possible action of declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary. (Engineering & Construction Services - B. Bundy)

D. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of electing a vice-mayor. (City Manager - T. Lyon)
2. a) Discussion, consideration, and possible action of approving a new ordinance amending the Midwest City Municipal Code, Chapter 2 Administration; Article II, City Council; adopting a new ordinance at Section 2-13.1, Additional filing requirements for regular and special primary and general elections for city council; and providing for repealer, and severability and emergency.

b) Discussion, consideration, and possible action of approving the emergency clause. (City Attorney – D. Maisch)
3. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 9, Building and Building Regulations; Article I, In General, Section 9-3 Building and dwelling addresses; Article VII, Sign Regulations, Section 9-382, Definitions; Section 9-391, Temporary signs; Section 9-394, Illegal, nonconforming, deteriorated and vacant signs; and providing for repealer and severability. (City Attorney - D. Maisch)



4. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 20 Housing Code, Article IV, Rental Property, Sections 20-204, Definitions; taking out of reserve and adopting Sections 20-205, 20-206, 20-207, 20-208, 20-209, and 20-210, Reserved; amending 20-211, Crime-Free Rental Housing Program; repealing and placing into Reserve 20-221, Crime-Free Multi-Housing Program; and providing for repealer and severability. (D. Maisch – City Attorney)
5. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Travel Trailer Park Regulations, Division 3, Sanitary Facilities, Section 23-111, Wastes to be discharged into public or private sewer or septic tank; Section 23-114, Private sewage system requirements; Section 23-115, Use of sewage system required; Division 4, Water Supply, Section 23-124, Private water sources must be approved; Section 23-131, Drinking fountains to be approved by health officer; Division 5, Refuse Disposal, Section 23-146, Collection and disposal requirements; Division 6, Insect and Rodent Control, Section 23-154, Control measures to be used; Section 23-155, Use of larvicidal solutions; Section 23-156, Measures to control additional insects or weeds may be required; Section 23-158, Rodent extermination required; and providing for repealer and severability. (City Attorney - D. Maisch)
6. Discussion, consideration, and possible action of approval of an ordinance amending Midwest City Code, Chapter 24, Motor Vehicles and Traffic, Article III, Traffic-Control Devices, Signals, Etc., Section 24-60, Manual and Specifications for Traffic-Control Devices; and providing for repealer and severability. (Engineering & Construction Services - P. Menefee)
7. Discussion, consideration, and possible action of approval of an ordinance amending Midwest City code, Chapter 37, Streets and Sidewalks, Article III, Transportation Plan, Division 2, Standards and Requirements, Section 37-63, Design Standards for Ingress and Egress Facilities; Division 4, Tables, Section 37-71, Table 4; Article IV, Work Affecting Streets, Section 37-86, Permits Required; Fee Display; and providing for repealer and severability. (Engineering & Construction Services - B. Bundy)
8. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 37, Streets and Sidewalks; Article I, In General; Section 37-6, Building and dwelling addresses. (City Attorney - D. Maisch)
9. Discussion, consideration, and possible action of approval of an ordinance amending Midwest City code, Chapter 38, Subdivision Regulations, Article VI, Subdivision Standards, Section 38-47, Sidewalks; and providing for repealer and severability. (Engineering & Construction Services - B. Bundy)

10. Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 10, Sewer Mainline Backup Service Program, Sections 43-251, Provisions, and 43-254, Fees; and providing for repealer and severability. (City Attorney - D. Maisch)
11. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Appendix A, Zoning Regulations; Section 7, Development Review Procedures; Part 7.6, Special Use Permit; Subpart 7.6.3, Criteria for Special Permit Approval; and providing for a repealer, and severability. (City Attorney - D. Maisch)
12. Discussion, consideration and possible action to approve a Resolution and Proclamation, authorizing the calling and holding of a primary election on February 13, 2024, if necessary, and a general election, if necessary, on April 2, 2024 in Wards 2, 3, 4, and 6 of the City of Midwest City, County of Oklahoma, State of Oklahoma; enumerating the qualifications for those offices; and establishing the filing period. (City Clerk - S. Hancock)
13. Discussion, consideration, and possible action of approving an American Rescue Plan Act Grant Agreement between the City of Midwest City and the Oklahoma Water Resources Board in the amount of \$2,000,000.00 to develop citywide master plans and construct two 12-inch water lines as well as other related expenses. (Public Works - R. Paul Streets)
14. Discussion, consideration, and possible action to enter into a professional services agreement with TSW Planners, Architects and Landscape Architects of Atlanta, GA, in an amount not to exceed \$1,144,020 for design and construction documents, bidding and construction administration, and optional services for security, telecom, and A/V systems for part of the Southeast Quarter of Section 34, Township 12 North, Range 2 West of the Indian Meridian a/k/a the Hospital District. (Planning & Zoning - M. Summers)
15. Discussion, consideration, and possible action to approve an ordinance, to close for public use, four Easements and one Right of Way or Utility Reserve, recorded in Book 444, Page 520, Book 464, Page 73, Book 3889, Page 407, and Book 4046, Page 1110 in the Oklahoma County Clerk office and lying in the Southwest Quarter (SW/4) of Section 34, Township 12 North Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma. (Engineering and Construction Services - P. Menefee)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. Monthly Residential and Commercial Building report for September 2023. (Engineering & Construction Services - B. Bundy)

G. ADJOURNMENT.



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

October 24, 2023

This meeting was held in the Midwest City Council Chamber at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:02 PM with following members present:

Ward 1 Susan Eads	Ward 2 Pat Byrne	City Manager Tim Lyon
Ward 3 Rick Dawkins	Ward 4 Sean Reed	City Clerk Sara Hancock
Ward 5 Sara Bana	Ward 6 Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Councilmember Susan Eads. Mayor Dukes read the Mayoral Proclamations for National Code Compliance Month, America Recycles Day, Pedestrian Safety Month and Extra Mile Day. City Manager Lyon and Council made community-related announcements and comments.

CONSENT AGENDA. Eads made a motion to approve the consent agenda with exception to items, 3, 11, 16, 23, and 24, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

1. Discussion, consideration and possible action to approve the September 26, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Risk Fund, expenditures/Risk Insurance (29) \$343,487. Workers Comp Fund, expenditures/Risk Insurance (29) \$1,129,100. Capital Improvements Fund, expenditures/Capital Improvements (57) \$25,000. Grants Fund, revenue/Intergovernmental (09) \$58,270; expenditures/Transfers Out (09) \$58,270.
4. Discussion, consideration, and possible action of entering into a Memorandum of Understanding with City of Del City in regards to the signal upgrade project application to upgrade signals; particularly the signals located at Sooner Rd / NE 10<sup>th</sup> St and Sooner Rd / Reno Ave.
5. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2023-29 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to resurface Air Depot Blvd from SE 15th St to Reno Ave and reconstruct the intersection of Air Depot Blvd and Reno Ave.
6. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2023-30 for inclusion into the Transportation Improvement Plan for a project to resurface Post Road from Reno Avenue to NE 10th Street.
7. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2023-31 to make eligible an application for inclusion into the Transportation Improvement Plan for the following project: SE 29th St, repaving from Douglas Blvd to Westminster Rd, a new signal at Multi-Athletic Complex (MAC), and roundabout at intersection of SE 29th St and Westminster Rd.

8. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2023-32 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to construct sidewalk in six (6) locations in the City.
9. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2023-33 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to construct sidewalk in four (4) locations in the City.
10. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2023-34 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to upgrade five (5) signals at various locations throughout the City for the purposes of improving pedestrian access and safety.
12. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2023-35 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to upgrade six (6) signals at various locations throughout the City for the purposes of improving pedestrian access and safety.
13. Discussion, consideration, and possible action of approving a federal aid programming Resolution 2023-36 to make eligible an application for inclusion into the Transportation Improvement Plan for a project to repave SE 15th St from Midwest Blvd to Douglas Blvd, as well as, trail, sidewalk, and other improvements.
14. Discussion, consideration, and possible action of entering into a Memorandum of Understanding with City of Spencer in regards to the signal upgrade project application to upgrade signals; particularly the signals located at NE 23rd St / Spencer Rd and NE 23rd / Post Rd.
15. Discussion, consideration, and possible action of the acceptance of maintenance bonds from 4M Trenching, LLC in the amount of \$49,603.60 respectively.
17. Discussion, consideration, and possible action of approving Supplemental Agreement #2 to Easement AFMC TK 2-16-001 as it relates to the future federally funded replacement of the SE 29th Street bridge over Crutcho Creek.
18. Discussion, consideration, and possible action of approving a project agreement for State Job Number 38074(04), with the Oklahoma Department of Transportation (ODOT) to receive \$3,361,920 in construction federal funds for future project to resurface SE 29th Street from I-40 overpass to Midwest Boulevard including reconstruction of the signalized intersections.
19. Discussion, consideration, and possible action of approving a project agreement for State Job Number 37938(04), with the Oklahoma Department of Transportation (ODOT) to receive \$800,000 in federal funds for a future project to construct an extension of the Bomber Rail Trail from Quinlan Park northwesterly to Sooner Road.
20. Discussion, consideration, and possible action of approving a project agreement for State Job Number 36376(04), with the Oklahoma Department of Transportation (ODOT) to receive \$3,191,352 in construction federal funds on S.E. 29th Street; replacing the existing Bridge over Crutcho Creek and rehabilitating the existing box structure over Kuhlman Creek.



21. Discussion, consideration, and possible action of approving a programming Resolution 2023-37 for possible inclusion into the Air Quality Small Grant Program for a project to construct approximately a quarter (1/4) of a mile of the Tributary 4 trail.
22. Discussion, consideration, and possible action of approving a programming Resolution 2023-38 for possible inclusion into the Air Quality Small Grant Program for a project to replace the existing bridge over Soldier Creek in Tom Poore Park.
25. Discussion, consideration, and possible action of appointing Mrs. DeAnn Bower to the Midwest City Historical Society as the Ward 6 representative for a three-year term ending January 12, 2027.
26. Discussion, consideration, and possible action of appointing Jacob Hussain to the Urban Renewal Authority to fill the unexpired term of Dave Herbert to end July 31, 2025.
27. Discussion, consideration and possible action declaring a 2009 Chevy 2500, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.
28. Discussion, consideration and possible action declaring the attached list as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.
29. Discussion, consideration, and possible action declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.
30. Discussion, consideration, and possible action of 1) declaring various obsolete computer equipment and other miscellaneous items of city property on the attached surplus list; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.
- 3. Discussion, consideration, and possible action to enter into an agreement with Phillip Hildebrand, Hildebrand Farms, to lease approximately 64.66 acres located in the Southwest Quarter of Section 15, Township 12 North, Range 2 West, of the Indian Meridian (a/k/a 7251 NE 36th ST) for \$2,586.40 per year.**

R. Coleman, Phillip Hildebrand and P. Streets addressed council. After staff and Council discussion, Dawkins made a motion to approve the agreement, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

- 11. Discussion, consideration, and possible action of approving a federal aid programming resolution to make eligible an application for inclusion into the Transportation Improvement Plan for a project to restripe various locations throughout the City.**

B. Bundy addressed council. After staff and council discussion, Reed made a motion to approve Resolution 2023-41, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

- 16. Discussion, consideration, and possible action of awarding contract to Lippert Brothers, Inc. in the amount of \$146,761 to construct pickleball courts in Lions Park.**

B. Bundy and T. Lyon addressed council. After staff and council discussion, Eads made a motion to approve award of contract with a request for security monitoring review, seconded by Reeds. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**23. Discussion, consideration, and possible action of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to construct approximately a quarter (1/4) of a mile of sidewalk on the southern side of SE 15th Street.**

M. Summers and T. Lyon addressed the council. After staff and council discussion, Eads made a motion to approve Resolution 2023-39, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**24. Discussion, consideration, and possible action of approving a programming resolution for possible inclusion into the Air Quality Small Grant Program for a project to construct approximately half a mile of sidewalk on the southern side of NE 23rd Street and two (2) bus stops.**

Dawkins made a motion to approve Resolution 2023-40, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

DISCUSSION ITEMS.

**1. Discussion, consideration, and possible action of approving the First Amendment to the Safety Resource Officer contract with the Mid-Del School System to add an additional police officer to serve as a School Resource Officer at Midwest City High School.**

D. Maisch, Chief Porter, and T. Lyon addressed the council. After staff and council discussion, Bana made a motion to approve the amendment, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**2. Discussion, consideration, and possible action of approving an expenditure of \$296,314.91 to O'Reilly Auto Parts to close out and terminate the contract between O'Reilly and the City of Midwest City.**

D. Maisch and T. Lyon addressed the council. Eads made a motion to approve the expenditure, seconded by Bana. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**3. Discussion, consideration, and possible action of approving a retail water sales agreement with Oklahoma County Utility Services Authority to provide potable water to approximately thirty-five (35) customers in the Crutcho Public Water Supply System.**

D. Maisch addressed the council. Eads made a motion to approve the agreement, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

**4. Discussion, consideration, and possible action of an appeal by Mr. Jordan Pickard to the City Council pursuant to the requirements of Municipal Ordinance 43-109, for his property at 409 N Westminster Rd.**

B. Bundy addressed the council. After staff and council discussion, Byrne made a motion to approve the appeal, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Glenn Goldschlager of 1409 Evergreen Cir. addressed council regarding safety concerns about walking trails and sidewalks.

John Earl of 2305 S Western Dr. addressed council regarding a shed permit.

\*At 7:02 PM Reed made a motion to recess, seconded by Eads. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

\*\*At 7:06 PM Reed made a motion to reconvene, seconded by Favors. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

EXECUTIVE SESSION.

**1. Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest regarding FOP grievance arbitration; and 2) authorizing the City Manager to take action as appropriate based on discussion.**

At 7:07 PM Eads made a motion to enter into Executive Session, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

At 8:04 PM Reed made a motion to return to open session, seconded by Dawkins. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors, and Dukes. Nay: None. Motion Carried.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 8:04 PM.

ATTEST:

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

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



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: November 14, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Grants Fund, revenue/Intergovernmental (62) \$50,871; expenditures/Police (62) \$50,871. Capital Improvements Fund, expenditures/Capital Improvements (57) \$49,542. Grants Fund, revenue/Intergovernmental (42) \$1,300,000; expenditures/Transfers Out (42) \$1,300,000; revenue/Intergovernmental (43) \$375,000; expenditures/Transfers Out (43) \$375,000; revenue/Intergovernmental (61) \$325,000; expenditures/Transfers Out (61) \$325,000. Capital Improvements Fund, expenditures/Street (09) \$420,000. Street & Alley Fund, expenditures/Street (09) \$35,000. Reimbursed Projects Fund, expenditures/Community Development (05) \$106; expenditures/Park & Rec (06) \$1,928; expenditures/Public Works (30) \$507; expenditures/Police (62) \$561; expenditures/Fire (64) \$2,142; expenditures/Transfers Out (05) \$43,097; expenditures/Transfers Out (06) \$257; expenditures/Transfers Out (37) \$35,000. Capital Improvements Fund, revenue/Transfers In (00) \$1,000. Park & Recreation Fund, revenue/Transfers In (00) \$257. Downtown Redevelopment Fund, revenue/Transfers In (00) \$35,000. General Fund, expenditures/Neighborhood Services (15) \$2,400. Disaster Relief Fund, expenditures/Neighborhood Services (15) \$2,400. Grants Fund, revenue/Intergovernmental (21) \$20,000; expenditures/Transfers Out (21) \$20,000. Emergency Operations Fund, revenue/Transfers In (00) \$20,000. Reimbursed Projects Fund, expenditures/Hidden Creek (48) \$15,000.

The first supplement is needed to budget fiscal year 2024 Highway Safety Grant from Oklahoma Highway Safety Office. The second supplement is needed to budget balance due to ODOT for S.E. 29<sup>th</sup> and Douglas Engineering Project. The third supplement is needed to budget ARPA Grant revenue and transfers out to Water, Wastewater and Stormwater Funds for expenses related to Water, Wastewater and Stormwater Master Plan Projects and Northside Water Improvement Project. The fourth supplement is needed to increase budget for Midwest Blvd/S.E. 29<sup>th</sup> St. To Reno Match Project. The fifth supplement is needed to budget Friendly Road Xdrain Project. The sixth supplement is needed to budget return of unused Hospital Authority Grant proceeds to Hospital Authority Fund. The seventh supplement is needed to budget transfers out for return of unused Hospital Authority Grant matching proceeds to originating funds. The eighth through tenth supplements are needed to budget transfers in from Reimbursed Projects Fund to return unused matching funds for Hospital Authority grants. The eleventh and twelfth supplements are needed to budget car allowance for Neighborhood Services Director in General Fund and Disaster Relief Fund. The thirteenth and fourteenth supplements are needed to budget 2023 Emergency Management Performance Grant from Oklahoma Dept. of Emergency Management and transfer of grant proceeds from Grants Fund to Emergency Operations Fund. The fifteenth supplement is

needed to budget replacement of HVAC unit and siding repairs at Hidden Creek/Credit Union building.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director



## SUPPLEMENTS

**November 14, 2023**

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	50,871			
62	Police			50,871	
		50,871	0	50,871	0
<b>Explanation:</b>					
To budget fiscal year 2024 Highway Safety Grant from Oklahoma Highway Safety Office.					

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	Capital Improvements			49,542	
		0	0	49,542	0
<b>Explanation:</b>					
To budget balance due to ODOT for SE 29th and Douglas Engineering Project. Funding to come from fund balance.					

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Intergovernmental	1,300,000			
42	Transfers Out			1,300,000	
43	Intergovernmental	375,000			
43	Transfers Out			375,000	
61	Intergovernmental	325,000			
61	Transfers Out			325,000	
		2,000,000	0	2,000,000	0
<b>Explanation:</b>					
To budget ARPA Grant revenue and transfer out to Water, Wastewater and Stormwater Funds for expenses related to Water, Wastewater and Stormwater Master Plan Projects and Northside Water Improvement Project.					

**SUPPLEMENTS**  
**November 14, 2023**

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
9	Street			420,000	
		<u>0</u>	<u>0</u>	<u>420,000</u>	<u>0</u>

**Explanation:**  
To increase budget for Midwest Blvd 29th To Reno Match Project. Funding to come from fund balance.

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
9	Street			35,000	
		<u>0</u>	<u>0</u>	<u>35,000</u>	<u>0</u>

**Explanation:**  
To budget Friendly Road Xdrain Project. Funding to come from fund balance.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
5	Community Development			106	
6	Park & Rec			1,928	
30	Public Works			507	
62	Police			561	
64	Fire			2,142	
		<u>0</u>	<u>0</u>	<u>5,244</u>	<u>0</u>

**Explanation:**  
To budget return of unused Hospital Authority Grant proceeds to Hospital Authority Fund. Funding to come from fund balance.

## SUPPLEMENTS

**November 14, 2023**

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
5	Transfers Out			43,097	
6	Transfers Out			257	
37	Transfers Out			35,000	
		0	0	78,354	0
<b>Explanation:</b> To budget transfers out for return of unused Hospital Authority Grant matching proceeds to originating funds. Funding to come from fund balance.					

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	1,000			
		1,000	0	0	0
<b>Explanation:</b> To budget transfer in from Reimbursed Projects Fund to return unused matching funds for Hospital Authority Grant.					

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	257			
		257	0	0	0
<b>Explanation:</b> To budget transfer in from Reimbursed Projects Fund to return unused matching funds for Hospital Authority Grant.					

## SUPPLEMENTS

**November 14, 2023**

Fund DOWNTOWN REDEVELOPMENT (194)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	35,000			
		<u>35,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Explanation:</b> To budget transfer in from Reimbursed Projects Fund to return unused matching funds for Hospital Authority Grant.					

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
15	Neighborhood Svcs			2,400	
		<u>0</u>	<u>0</u>	<u>2,400</u>	<u>0</u>
<b>Explanation:</b> To budget car allowance for Neighborhood Services Director. Funding to come from fund balance.					

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
15	Neighborhood Svcs			2,400	
		<u>0</u>	<u>0</u>	<u>2,400</u>	<u>0</u>
<b>Explanation:</b> To budget car allowance for Neighborhood Services Director. Funding to come from fund balance.					

## SUPPLEMENTS

**November 14, 2023**

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
21	Intergovernmental	20,000			
21	Transfers Out			20,000	
		<u>20,000</u>	<u>0</u>	<u>20,000</u>	<u>0</u>

**Explanation:**  
To budget 2023 Emergency Management Performance Grant from Oklahoma Dept. of Emergency Management and transfer of grant proceeds to Emergency Operations Fund.

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	20,000			
		<u>20,000</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To budget transfer in of 2023 Emergency Management Performance Grant proceeds from Grants Fund.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
48	Hidden Creek			15,000	
		<u>0</u>	<u>0</u>	<u>15,000</u>	<u>0</u>

**Explanation:**  
To budget replacement of HVAC unit and siding repairs at Hidden Creek/Credit Union building. Funding to come from fund balance.





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: November 14, 2023  
SUBJECT: Discussion, consideration and possible action of approving a Resolution, to notify the public of publication of the most recent Supplement 19, dated October 2023 to the Midwest City Code of ordinances and to ratify all other previous supplements and codifications.

The approval of the resolution is necessary to notify the public of the Supplement 19 of penal ordinances of the Midwest City Code of ordinances in compliance with title 11 of the Oklahoma Statutes, section 14-110 and to ratify all other previous supplements and codifications. As required by state statutes, this resolution shall be filed in the office of the county clerk of Oklahoma County upon its adoption.

Staff recommends approval.

Sara Hancock  
Sara Hancock, City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION, TO NOTIFY THE PUBLIC OF PUBLICATION OF THE MOST RECENT SUPPLEMENT 19, DATED OCTOBER 2023 TO THE MIDWEST CITY CODE OF ORDINANCES AND TO RATIFY ALL OTHER PREVIOUS SUPPLEMENTS AND CODIFICATIONS.**

**WHEREAS**, the Oklahoma Statutes 11 O.S., Section 14-110, requires the governing body of a municipality must adopt a resolution notifying the publication of a supplement of the city's penal ordinances; and

**WHEREAS**, the most recent biennial supplement, Supplement 19, dated October 2023, and to the Midwest City Code of Ordinances has been published and a copy of the Code is available for public inspection in the office of the City Clerk; and

**WHEREAS**, a permanent volume and each biennial supplement of the code has been deposited free of cost in the county law library;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY that:

- 1) The public is hereby notified that the most recent biennial supplement, dated October 2023, to the Midwest City Code of ordinances has been published; and
- 2) All other previous supplements and codification of the Midwest City Code are hereby ratified.

PASSED AND APPROVED BY THE Mayor and Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
DONALD MAISCH, City Attorney



**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 14, 2023

SUBJECT : Discussion, consideration, and possible action of approving a project agreement generally known as State Job Number 38082(04)(05)(06)(07) with the Oklahoma Department of Transportation (ODOT) to receive \$5,902,000 in construction federal funds for a future federal aid project for SE 29<sup>th</sup> St and Douglas Blvd and associated work.

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This agreement allows for collaboration with ODOT on a future federal project to reconstruct the intersection of SE 29<sup>th</sup> St and Douglas Blvd and associated work. The City has two federal funding sources for this particular project:

Funding Source	Amount (capped)	Notes
ACOG STP-UZA funding program	\$3,502,000	80 /20 funding share for Construction only
Consolidated Appropriations Act, 2023	\$2,400,000	80 /20 funding share. Money can be used for Engineering, Right of Way (ROW) Acquisition, Utility Work, and Construction
<b>Total</b>	<b>\$5,902,000</b>	

Staff is very grateful of the assistance from Congressman Tom Cole in identifying the additional funding source. This particular funding differs from our typical funding in that it will pay a portion of Engineering, ROW Acquisition, and Utility Work in addition to Construction. The tasks are delineated in the agreement:

- 38082(04) – Construction
- 38082(05) – Engineering Design
- 38082(06) – Right of Way
- 38082(07) – Utility Relocation

Staff has selected Poe & Associates, Inc. to complete the design portion of this project and their contract will be administered through ODOT.

The funding agreement lays out the various tasks required for this project. A 20% local match will be required along the way and will need to be budgeted in subsequent years. The project has a constricted time line and this agreement will allow for the engineering design to begin; the first step in a process that we hope to have concluded at the end of 2026.

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line. The signature is stylized and somewhat cursive.

Brandon Bundy, P.E.,  
Director of Engineering and Construction Services

Attachment

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

MWC: RECONSTRUCT INTERSECTION OF SE 29TH ST & DOUGLAS BLVD NEW  
CONCRETE SURFACE, SIGNALS AND SIDEWALK

**Project No.: STP-255N(635)AG**

**State Job No.: 38082(04)(05)(06)(07)**

This Agreement, made the day and year last written below, by and between the City of **MIDWEST CITY**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

**WITNESSETH**

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG-STBG Congress-Delegated	04	OKLAHOMA	38082(04)	STP-255N(635)AG	INTERSECTION SAFETY IMPROVEMENT	MWC: RECONSTRUCT INTERSECTION OF SE 29TH ST & DOUGLAS BLVD NEW CONCRETE SURFACE, SIGNALS AND SIDEWALK

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

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

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

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

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



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

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

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

**NOW, THEREFORE:** the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

## **SECTION 1: PROJECT AGREEMENT**

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

## **SECTION 2: ENGINEERING RESPONSIBILITIES**

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

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

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

### **SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION**

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

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

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

**SECTION 4: FUNDING SUMMARY**

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, Funding Source (ACOG-STBG and Congressionally delegated funds) total estimated cost of **\$5,902,000**, as described below:

FUNDING SOURCE =>			FFY23 Congress Delegation		ACOG-STBG		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38082(05)	Design -	\$497,707	80%	\$398,166			20%	\$99,541
38082(06)	Right-of-Way	\$867,605	80%	\$694,084			20%	\$173,521
38082(07)	Utilities -	\$200,000	80%	\$160,000			20%	\$40,000
38082(04)	Construction (With 6% Inspection)	\$6,011,988	80 up to a limit of	\$1,147,750	80 up to a limit of	\$3,502,000	Remainder	\$1,162,438
<b>Total</b>		<b>\$7,377,500</b>	<b>Total=&gt;</b>	<b>\$2,400,000</b>	<b>Total=&gt;</b>	<b>\$3,502,000</b>	<b>Total=&gt;</b>	<b>\$1,475,500</b>

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG STBG and Congressionally delegated fund costs incurred by project phase(JP 38082(04,05,06,07)

may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the

usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
  - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
  - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
    - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
    - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.



- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.
- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
  - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
  - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

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

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
  - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

## **SECTION 6: NON-DISCRIMINATION CLAUSE**

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

## **SECTION 7:           TERMINATION**

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has

occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

## **SECTION 8: GOVERNING LAW AND VENUE**

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

## **SECTION 9: DISPUTE RESOLUTION**

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

## **SECTION 10: PRIOR UNDERSTANDINGS**

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

## **SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT**

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

**SECTION 12: RECORDS**

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

**SECTION 13: HEADINGS**

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

**SECTION 14: BINDING EFFECTS**

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

**SECTION 15: SEVERABILITY**

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

**SECTION 16: EFFECTIVE DATE**

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

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

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

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM AND LEGALITY

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

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Attest: City Clerk

(SEAL): Approved – THE CITY OF MIDWEST CITY

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division      DATE

\_\_\_\_\_  
Director of Project Delivery      DATE

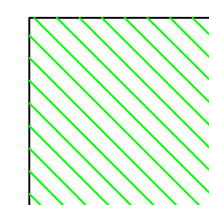
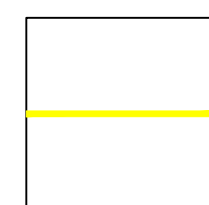
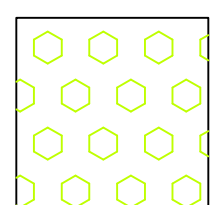
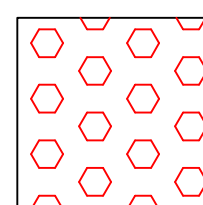
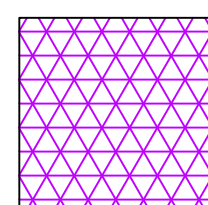
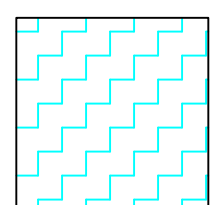
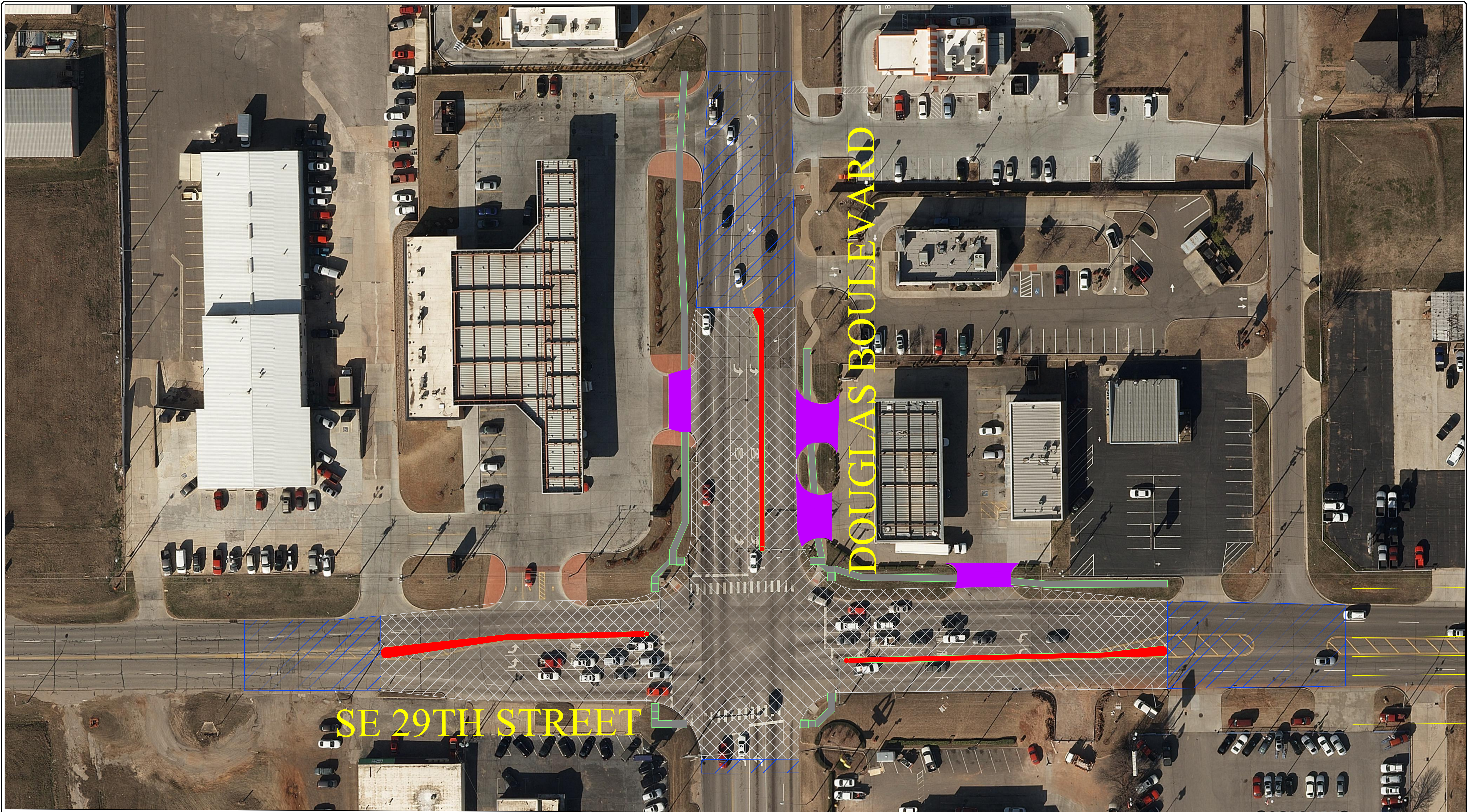
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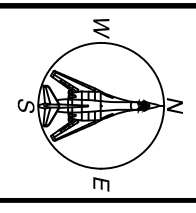
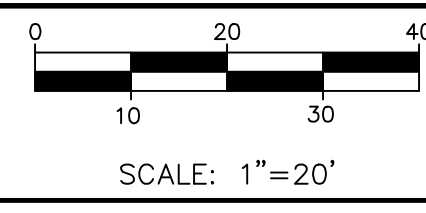
\_\_\_\_\_  
General Counsel      DATE

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





TUBE #	CITY INSPECTOR
	COMPLETION DATE:
	PROJ. NO. 0452
	CONTRACTOR
	DWG. NAME




**MIDWEST CITY  
COMMUNITY DEVELOPMENT  
ENGINEERING DIVISION**

PROJECT **MIDWEST CITY  
SHOVEL READY CONCEPTS**

SHT. NAME **SE 29TH STREET / DOUGLAS BOULEVARD**

SHT. NO. **4**





**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 14, 2023

SUBJECT : Discussion, consideration, and possible action of approving a project agreement for State Job Number 38092(04), with the Oklahoma Department of Transportation (ODOT) to receive \$1,203,040 in construction federal funds for future federal aid project to construct sidewalk in four locations.


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This agreement allows for collaboration with ODOT on a future federal aid project. Federal funds were granted through the ACOG STP-UZA funding program for a project to construct sidewalk in four locations:

- Reno Ave, south side from Plasma Center to Air Depot Blvd
- Midwest Blvd, east side from NE 10<sup>th</sup> St to Sandhill Apartment (Rolling Meadows Blvd)
- NE 10<sup>th</sup> St, Loftin Dr to Post Rd
- Douglas Blvd, west side partially reconstruct existing 4' sidewalk to trail width

The project is not yet under design but negotiations are under way with a design consultant. Construction of this project will tentatively be in 2025.

The \$1,203,040 federal funds represent 80% of the construction cost. A 20% local match of \$300,760 will be required at bidding of the project. Those funds will need to be budgeted in upcoming years.



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Brandon Bundy, P.E.,  
Director of Engineering and Construction Services

Attachment

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

MIDWEST CITY: SIDEWALK CONSTRUCTION IN VARIOUS LOCATIONS ALONG DOUGLAS BLVD, MIDWEST BLVD, NE 10TH ST AND RENO AVE.

**Project No.: J3-8092(004)  
State Job No.: 38092(04)(05)(06)(07)**

This Agreement, made the day and year last written below, by and between the City of **MIDWEST CITY**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

**WITNESSETH**

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG-STBG	04	OKLAHOMA	38092(04)	J3-8092(004)	SIDEWALK, NOISE ABATEMENT, ETC	MIDWEST CITY: SIDEWALK CONSTRUCTION IN VARIOUS LOCATIONS ALONG DOUGLAS BLVD, MIDWEST BLVD, NE 10TH ST AND RENO AVE.

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

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

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

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

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

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

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

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

**NOW, THEREFORE:** the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

## **SECTION 1: PROJECT AGREEMENT**

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

## **SECTION 2:           ENGINEERING RESPONSIBILITIES**

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

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

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

### **SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION**

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

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

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

**SECTION 4: FUNDING SUMMARY**

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, Funding Source (ACOG-STBG) total estimated cost of **\$1,203,040**, as described below:

FUNDING SOURCE =>			ACOG-STBG		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38092(05)	Design -				100	
38092(06)	Right-of-Way -				100	
38092(07)	Utilities -				100	
38092(04)	Construction - (With 6% Inspection)	\$1,503,800	80 up to a limit of	\$1,203,040	Remainder	\$300,760
<b>Total</b>		<b>\$1,503,800</b>	<b>Total=&gt;</b>	<b>\$1,203,040</b>	<b>Total=&gt;</b>	<b>\$300,760</b>

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG STBG costs incurred by project phases (**JP 38092(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual



cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans,

specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior

written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
  - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
  - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
    - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
    - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
  - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
  - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

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

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
  - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

## **SECTION 6: NON-DISCRIMINATION CLAUSE**

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

## **SECTION 7:           TERMINATION**

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has



occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

#### **SECTION 8: GOVERNING LAW AND VENUE**

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

#### **SECTION 9: DISPUTE RESOLUTION**

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

#### **SECTION 10: PRIOR UNDERSTANDINGS**

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

#### **SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT**

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

**SECTION 12: RECORDS**

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

**SECTION 13: HEADINGS**

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

**SECTION 14: BINDING EFFECTS**

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

**SECTION 15: SEVERABILITY**

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

**SECTION 16: EFFECTIVE DATE**

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

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

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

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM AND LEGALITY

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

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Attest: City Clerk

(SEAL): Approved – THE CITY OF MIDWEST CITY

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division      DATE

\_\_\_\_\_  
Director of Project Delivery      DATE

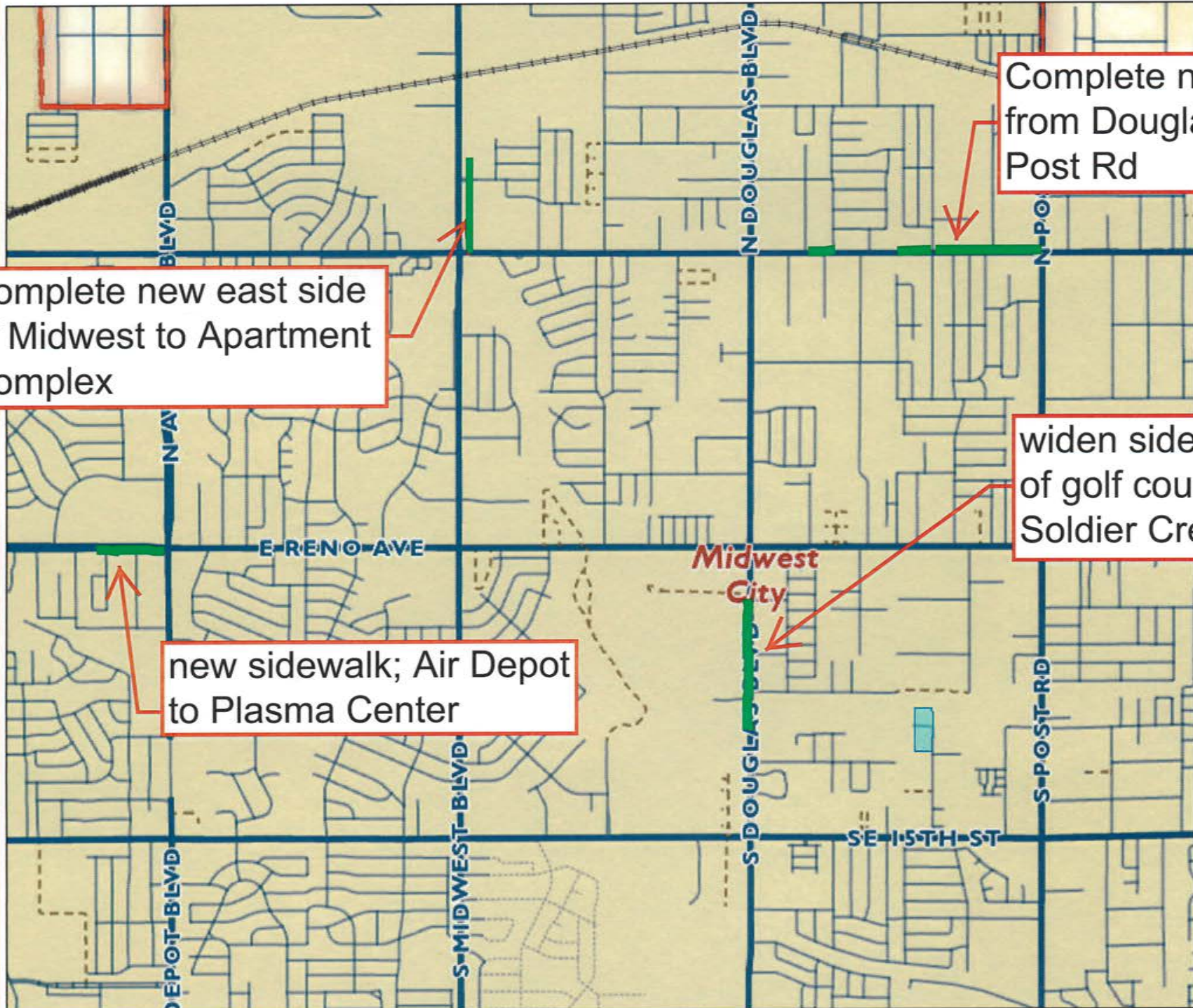
APPROVED AS TO FORM AND LEGALITY

APPROVED

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

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

# Potential Federal Aid sidewalk project



Legend

Complete new sidewalk from Douglas Blvd to Post Rd

Complete new east side of Midwest to Apartment Complex

widen sidewalk in front of golf course south to Soldier Creek tributary

new sidewalk; Air Depot to Plasma Center



1 in = 3,009 ft  
when printed actual size on 8-1/2"x11" paper

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



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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 14, 2023

SUBJECT : Discussion, consideration, and possible action of approving a project agreement for State Job Number 38093(04), with the Oklahoma Department of Transportation (ODOT) to receive \$840,000 in construction federal funds for a future federal aid project to upgrade and improve 5 signals.

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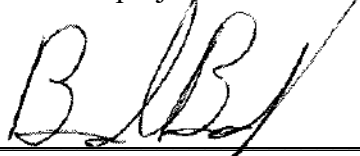
This agreement allows for collaboration with ODOT on a future federal project. Federal funds were granted through the ACOG STP-UZA funding program for a project to upgrade and improve signals for reasons of safety and ADA.

This project is estimated to bid winter 2025 with construction beginning in summer of 2025. Construction of the project is 100% federally funded up to a cap of \$840,000. Improvements are to be made at the following 5 signals:

- SE 29th St / Arthur Harris
- SE 15th St / Sooner Rd
- SE 15th St / Air Depot Blvd
- SE 15th St / Post Rd
- Reno Ave / Post Rd



The \$840,000 federal funds represent 100% of the construction cost. No local match is required unless the project exceeds the federal capped funds.



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Brandon Bundy, P.E.,  
Director of Engineering and Construction Services

Attachment

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

MIDWEST CITY: PHASE 6 SIGNAL UPGRADES AND PEDESTRIAN IMPROVEMENTS RENO & POST; SE 15TH & SOONER, AIR DEPOT & POST; SE 29TH & AURHTUR HARRIS

**Project No.: J3-8093(004)  
State Job No.: 38093(04)(05)(06)(07)**

This Agreement, made the day and year last written below, by and between the City of **MIDWEST CITY**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

**WITNESSETH**

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG-STBG	04	OKLAHOMA	38093(04)	J3-8093(004)	INTERSECTION MOD. & TRAF. SIGNALS	MIDWEST CITY: PHASE 6 SIGNAL UPGRADES AND PEDESTRIAN IMPROVEMENTS RENO & POST; SE 15TH & SOONER, AIR DEPOT & POST; SE 29TH & AURHTUR HARRIS

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

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

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

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

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

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

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

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

**NOW, THEREFORE:** the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

## **SECTION 1: PROJECT AGREEMENT**

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

## **SECTION 2: ENGINEERING RESPONSIBILITIES**

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the



plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

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

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

### **SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION**

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

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

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

**SECTION 4: FUNDING SUMMARY**

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, Funding Source (ACOG-STBG) total estimated cost of **\$840,000**, as described below:

FUNDING SOURCE =>			ACOG-STBG		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38093(05)	Design -				100	
38093(06)	Right-of-Way -				100	
38093(07)	Utilities -				100	
38093(04)	Construction - (With 6% Inspection)	\$840,000	100 up to a limit of	\$840,000	Remainder	
<b>Total</b>		<b>\$840,000</b>	<b>Total=&gt;</b>	<b>\$840,000</b>	<b>Total=&gt;</b>	

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG STBG costs incurred by project phases (**JP 38093(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual

cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans,

specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior

written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
  - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
  - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
    - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
    - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
  - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
  - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

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

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
  - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.



5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

## **SECTION 6: NON-DISCRIMINATION CLAUSE**

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 7:           TERMINATION**

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has

occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

#### **SECTION 8: GOVERNING LAW AND VENUE**

8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

#### **SECTION 9: DISPUTE RESOLUTION**

9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

#### **SECTION 10: PRIOR UNDERSTANDINGS**

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

#### **SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT**

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

**SECTION 12: RECORDS**

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

**SECTION 13: HEADINGS**

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

**SECTION 14: BINDING EFFECTS**

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

**SECTION 15: SEVERABILITY**

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

**SECTION 16: EFFECTIVE DATE**

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

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

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

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM AND LEGALITY

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

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Attest: City Clerk

(SEAL): Approved – THE CITY OF MIDWEST CITY

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division      DATE

\_\_\_\_\_  
Director of Project Delivery      DATE

APPROVED AS TO FORM AND LEGALITY

APPROVED

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

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

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 14, 2023

SUBJECT : Discussion, consideration, and possible action of approving a project agreement for State Job Number 38094(04), with the Oklahoma Department of Transportation (ODOT) to receive \$360,500 in construction federal funds for a future federal aid project to restripe various City arterials.

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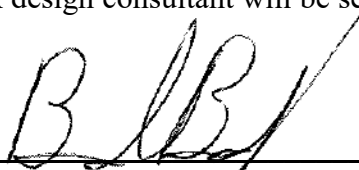
This agreement allows for collaboration with ODOT on a future federal project. Federal funds were granted through the ACOG STP-UZA funding program for a project to restripe various arterials.

This project is estimated to bid winter 2025 with construction beginning in summer of 2025. Construction of the project is 100% federally funded up to a cap of \$360,500.



The \$360,500 federal funds represent 100% of the construction cost. No local match is required unless the project exceeds the federal capped funds.

A design consultant will be selected at a later date.



---

Brandon Bundy, P.E.,  
Director of Engineering and Construction Services

Attachment

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

MIDWEST CITY: STRIPING OF VARIOUS CITY ARTERIALS & INTERSECTIONS CITY WIDE

**Project No.: J3-8094(004)  
State Job No.: 38094(04)(05)(06)(07)**

This Agreement, made the day and year last written below, by and between the City of **MIDWEST CITY**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

**WITNESSETH**

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG-STBG	04	OKLAHOMA	38094(04)	J3-8094(004)	PAVEMENT MARKING	MIDWEST CITY: STRIPING OF VARIOUS CITY ARTERIALS & INTERSECTIONS CITY WIDE

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

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

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

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

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

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



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

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

**NOW, THEREFORE:** the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

## **SECTION 1: PROJECT AGREEMENT**

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding

participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

## **SECTION 2:           ENGINEERING RESPONSIBILITIES**

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

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

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

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

### **SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION**

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private

installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

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

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

**SECTION 4: FUNDING SUMMARY**

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, Funding Source (ACOG-STBG) total estimated cost of **\$360,500**, as described below:

FUNDING SOURCE =>			ACOG-STBG		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38094(05)	Design -				100	
38094(06)	Right-of-Way -				100	
38094(07)	Utilities -				100	
38094(04)	Construction - (With 6% Inspection)	\$360,500	100 up to a limit of	\$360,500	Remainder	
<b>Total</b>		<b>\$360,500</b>	<b>Total=&gt;</b>	<b>\$360,500</b>	<b>Total=&gt;</b>	

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG STBG costs incurred by project phases (**JP 38094(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs

and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
  - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
  - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
    - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
    - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.



- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
  - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
  - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
  - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

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

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
  - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
  - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

## **SECTION 6: NON-DISCRIMINATION CLAUSE**

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

**6) Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 7:           TERMINATION**

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

**SECTION 8:           GOVERNING LAW AND VENUE**

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

**SECTION 9: DISPUTE RESOLUTION**

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

**SECTION 10: PRIOR UNDERSTANDINGS**

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

**SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT**

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

**SECTION 12: RECORDS**

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

**SECTION 13: HEADINGS**

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

**SECTION 14: BINDING EFFECTS**

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

**SECTION 15: SEVERABILITY**

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

**SECTION 16: EFFECTIVE DATE**

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

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

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

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM AND LEGALITY

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

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Attest: City Clerk

(SEAL): Approved – THE CITY OF MIDWEST CITY

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division      DATE

\_\_\_\_\_  
Director of Project Delivery      DATE

APPROVED AS TO FORM AND LEGALITY

APPROVED

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

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





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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 14, 2023

SUBJECT : Discussion, consideration, and possible action of a resolution recommending selecting Consor Engineers, LLC as the engineer responsible for the annual city bridge inspections for compliance with National Bridge Inspection Standards for the term of April 1, 2024 to March 31, 2026.

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The Oklahoma Department of Transportation (ODOT) has a program where they provide funds to inspect off system bridges for the City. The bridge inspections are contracted directly with ODOT and the contracted inspection consultant provides reports to the City for our use in evaluating future maintenance and/or capital projects related. The contracts are for two (2) year terms. ODOT pre-qualifies a list of possible consulting firms and provides that list to the City for recommendation.

The consulting firm that is finishing out the current contract is no longer on the pre-qualified list and therefore not eligible for consideration.

City Staff reviewed the list and interviewed three (3) different consultants. Using the example interview questions from ODOT; staff recommends selecting Consor Engineers, LLC.

The Federal Highway Administration (FHWA) establishes the National Bridge Inspection Standards (NBIS) for all highway bridges on public roads throughout the United States. A structure is classified as a “bridge” if it is more than 20 feet between abutments. This therefore includes reinforced box culverts commonly found in Oklahoma. Bridges are commonly inspected every two (2) years but if certain criteria are met, the bridge is inspected every year.

Midwest City has 24 bridges within our jurisdiction and under our care.

<b>Number of Bridges</b>	<b>24</b>
<b>Average Year Built</b>	1974
<b>Average Bridge Age</b>	49 Years
<b>Expected Bridge Design Life</b>	75 Years

**No City funds are obligated with this action.**

---

Brandon Bundy, P.E.,  
Director of Engineering and Construction Services

Attachment

**RESOLUTION \_\_\_\_\_**

**CONCERNING BRIDGE INSPECTION RESPONSIBILITY  
BY CITY OF MIDWEST CITY FOR COMPLIANCE WITH  
NATIONAL BRIDGE INSPECTION STANDARDS  
Bridge Inspection Contracts for April 1, 2024 to March 31, 2026**

**WHEREAS**, the City of Midwest City has the responsibility of bridge maintenance and safety inspections.

**WHEREAS**, the City of Midwest City has been given the option by the Oklahoma Department of Transportation (ODOT) to select an engineering firm using select criteria, and

**WHEREAS**, the City of Midwest City has chosen to select an engineering firm from ODOT's prequalified engineering firms, and

**WHEREAS**, staff from the City of Midwest City interviewed three (3) different engineering firms from the prequalified list, and

Therefore, **BE IT RESOLVED**, by the City of Midwest City that it is their desire to choose

<u>Name</u>	<u>CONSOR ENGINEERS, LLC</u>
<u>Address</u>	<u>609 South Kelly Ave, Edmond OK 73003</u>

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

**ADOPTED** by the City Council of Midwest City and **SIGNED** by the Mayor this 14<sup>th</sup> day of November, 2023

BY \_\_\_\_\_ MAYOR

ATTEST: \_\_\_\_\_  
City Clerk

August 25, 2023

*Dear City Official:*

Re: Letter of Choice for City Bridge Inspection Contracts

The Oklahoma Department of Transportation (ODOT) has prequalified six consulting firms to perform Local Government bridge safety inspections based on qualifications mandated by the National Bridge Inspection Standards (NBIS). It is anticipated the new routine Local Government bridge inspection contracts will start April 1, 2024 and extend to March 31, 2026. This will be a two-year contract. A list of the prequalified inspection firms is provided. Funding will be 100% Federal funds. To comply with the National Bridge Inspection Standards and avoid federal-aid sanctions, all the Local Governments are required to do one of the following by **November 27, 2023**:

- (1) Select one of the consulting firms on the attached “Qualified Consultant List”. You will be required to evaluate the Consultant’s Letter of Interest (LOI) and the Consultant’s response packet to determine which firms to interview. Please refer to the following web site:

<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2023-2024/>

You must interview a minimum of three (3) firms and make your selection from the attached list of qualified inspection consultants. Phone interviews are acceptable, but we must have documentation from the interviews including who was on the committee, interview questions, and the ranking matrix that you had for the three (3) or more Consulting firms with their final composite scores. The interview committee must have three or more persons on it. Each member of the interview committee will need to sign a nondisclosure form (Please refer to the enclosures for a copy of this form).

- (2) You may elect to do bridge safety inspections with your own forces provided the bridge inspection teams and program manager are fully qualified as mandated by the NBIS (National Bridge Inspection Standards - please refer to attached NBIS requirements) and as approved by ODOT Bridge Division. Payment will be based on actual rates and payroll additive for benefits, etc., and vehicle mileage rates.
- (3) Use the same firm that the County selects.
- (4) Let ODOT select for you.

*You are respectfully requested to make your choice before **November 27, 2023**, by Resolution stating your choice as noted above. In order to obtain the required contract signatures, our April time line is very tight. It is critical that we receive your resolution in a timely manner. If we do not hear from you by **November 27, 2023**, we will make the selection for you. **Please note that, once you select your bridge inspection team, no changes can be made until the next contractual period.***

Please send one copy of your resolution to the appropriate field district office and one copy to the following address: *e-mail is preferred*

<b>Contract Administrator</b>	<b>Field District</b>	<b>Contact/Email</b>
Kristen Wallace Project Management Division Oklahoma Dept. of Transportation 200 NE 21 <sup>st</sup> Street Oklahoma City, OK 73105-3204 Phone: (405) 204-2864 kdwallace@odot.org	Dis 1: (918) 687-5407	Kevin Arnold <a href="mailto:kwarnold@odot.org">kwarnold@odot.org</a>
	Dis 2: (580) 298-3371	Shane Miller <a href="mailto:SHMILLER@odot.org">SHMILLER@odot.org</a>
	Dis 3: (580) 332-1526	Matthew Blakeslee <a href="mailto:mblakeslee@odot.org">mblakeslee@odot.org</a>
	Dis 4: (580) 336-7340	Steven Gauthé <a href="mailto:SGauthé@odot.org">SGauthé@odot.org</a>
	Dis 5: (580) 323-1431	Dan Forbes <a href="mailto:DFORBES@ODOT.ORG">DFORBES@ODOT.ORG</a>
	Dis 6: (580) 735-2561	Bryson Ridley <a href="mailto:BRidley@odot.org">BRidley@odot.org</a>
	Dis 7: (580) 255-7586	Dustin Vaughan <a href="mailto:dvaughan@odot.org">dvaughan@odot.org</a>
	Dis 8: (918) 838-9933	Matt Casillas <a href="mailto:MCASILLAS@ODOT.ORG">MCASILLAS@ODOT.ORG</a>

Once we receive your choice as noted above, the Department will contract with the consultant to do the bridge inspections. Please feel free to contact the Oklahoma Department of Transportation District Office in your area or Matt Mitchell [MMITCHELL@ODOT.ORG](mailto:MMITCHELL@ODOT.ORG) in Local Government Division at (405) 780-0038 or Walt Peters [wpeters@odot.org](mailto:wpeters@odot.org) or Wes Kellogg [WKellogg@odot.org](mailto:WKellogg@odot.org) in the Bridge Division at (405) 521-2606 with any questions you may have. When contacting the District, ask for the County Bridge Coordinator.

Yours sincerely,



Justin C. Hernandez, P.E.  
 Bridge Engineer

JH/wp

Enclosures

- |     |                                     |                             |
|-----|-------------------------------------|-----------------------------|
| cc: | Director                            | Field District Engineers    |
|     | Chief Engineer                      | Project Management Division |
|     | Director of Operations              | Local Government Division   |
|     | Director of Engineering             | FHWA                        |
|     | County Bridge Coordinators          | ACCO                        |
|     | Prequalified Inspection Consultants |                             |

## QUALIFIED Bridge Inspectors For CI-2458

Prequalified Consultants	Contact	Office Phone	Cell Phone	E-mail Contact
Burgess & Niple, Inc.	Shaun Fillmore	Please use cell phone number	(405) 434-6525	<a href="mailto:shaun.fillmore@burgessniple.com">shaun.fillmore@burgessniple.com</a>
CEC Corporation	Aaron Finley	(405) 753-4620	(405) 651-0490	<a href="mailto:aaron.finley@connectcec.com">aaron.finley@connectcec.com</a>
Consor Engineers, LLC	Dylan Lewis	(405) 563-9068	(405) 315-0963	<a href="mailto:dlewis@consoreng.com">dlewis@consoreng.com</a>
Garver	Brad Thompson	(918) 250-5922	(918) 740-6386	<a href="mailto:brthompson@garverusa.com">brthompson@garverusa.com</a>
Guy Engineering	Aaron Peck	Please use cell phone number	(918) 808-6547	<a href="mailto:aaron@guyengr.com">aaron@guyengr.com</a>
Walter P. Moore	Brent Bolerjack	(405) 493-0500	(405) 394-0875	<a href="mailto:BBolerjack@walterpmoore.com">BBolerjack@walterpmoore.com</a>

**Additional information pertaining to the consultants can be found at the following address:**

<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2023-2024/>

# **CI-2458, OFF-SYSTEM BRIDGE INSPECTION SERVICES**

## **Example Interview Questions**

- 1. What experience does your firm have inspecting different types of bridges in your area.**
- 2. What ability and resources does your firm have to perform this type of work?**
- 3. What documents will your firm provide upon completion of the inspections?**
- 4. What quality assurance does your firm have to provide consistent accurate results?**
- 5. How accessible is your firm to get in touch with?**
- 6. What is your firms current work load?**
- 7. How will your firm react to critical findings?**
- 8. Why should we pick your Consultant Firm above the others?**

**Interviewers Name:** \_\_\_\_\_

## **National Bridge Inspection Standards (NBIS) Requirements:**

**Program Manager:** Reference is made to 23 CFR Part 650 National Bridge Inspection Standards (NBIS): NBIS require that the program manager be a registered professional engineer, registered in Oklahoma. The program manager is responsible for oversight of the Local Government bridge safety inspection program. He or she must be qualified and approved by the ODOT Bridge Division to review inspection forms, calculate load ratings for posting and closing bridges, do scour studies and assessments, and make repair recommendations to the bridge owner. If the Local Government does not employ a qualified Professional Engineer, you may select a consulting engineer under similar terms covered in choice (2) above for the Program Manager or when there is a qualified Circuit Engineering District in your area, you may use the Program Manager from the Circuit Engineering District – choice (1) above. Program Managers must participate in the Department’s QC/QA training.

**Inspection Team:** The NBIS, FHWA, and / or ODOT require the following: The bridge inspection team consists of a Team Leader and an assistant, with the Team Leader having successfully completed a two-week FHWA approved comprehensive bridge inspection class plus one of the following:

- (1) Be a registered Professional Engineer registered in the State of Oklahoma with a minimum of 6 months bridge inspection experience.
- (2) Have a full five-year bridge safety inspection experience.
- (3) Have a NICET level III or IV in bridge safety inspection.
- (4) Have a bachelor’s degree in engineering from accredited college or university, pass the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination, and have a minimum of two years of bridge inspection experience.
- (5) Have an associate’s degree in engineering or engineering technology from an accredited college or university and four years of bridge inspection experience.

The Team Leader must participate in the Department’s QC/QA training.

**Assistant Team Leader:** The assistant team leader must have completed two-week FHWA approved comprehensive bridge inspection class **and/or** attend QC / QA bridge inspection training provided by the Department.

## Nondisclosure Statement for Evaluation Team

### Instructions

This form is to be completed by all Evaluation Team Members when deemed necessary. All statements should be maintained in the ODOT contract file.

### EC Number: 2458 – Off-System Bridge Inspection Services

I hereby certify that I will not disclose or release any confidential information prior to award of the contract. Confidential information includes, but is not limited to, the contents of all proposals submitted in response to the referenced Engineering Contract and any analysis or evaluation thereof. I agree to disclose to the Director of Transportation or designee all contacts I have had with the below listed consultants. I agree to disqualify myself from participation in the evaluation team should the Director of Transportation or designee find any of said contacts that may be perceived as compromising my independent judgment in the evaluation process. I further agree and understand that failure to abide by the terms of this statement may subject me to other adverse actions.

### List of Consultants for Evaluation

- |  |  |
|--|--|
| 1. <u>Burgess &amp; Niple, Inc.</u>      | 2. <u>CEC Corporation</u>                        |
| 3. <u>Conzor Engineers, LLC</u>          | 4. <u>Garver, LLC</u>                            |
| 5. <u>Guy Engineering Services, Inc.</u> | 6. <u>Walter P. Moore &amp; Associates, Inc.</u> |

Describe all current personal, business and/or government relationships between yourself or your family members and any of the consultants listed above. Include in your comments, the name of the consultant and a brief description of the nature of the relationship.

  
\_\_\_\_\_  
Evaluator Signature

10/18/23  
\_\_\_\_\_  
Date

Brandon Bundy  
\_\_\_\_\_  
Printed Name

Dir of Eng & Const Services  
\_\_\_\_\_  
Printed Title



## Nondisclosure Statement for Evaluation Team

### Instructions

This form is to be completed by all Evaluation Team Members when deemed necessary. All statements should be maintained in the ODOT contract file.

### EC Number: 2458 – Off-System Bridge Inspection Services

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### List of Consultants for Evaluation

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| 1. <u>Burgess &amp; Niple, Inc.</u>      | 2. <u>CEC Corporation</u>                        |
| 3. <u>Conzor Engineers, LLC</u>          | 4. <u>Garver, LLC</u>                            |
| 5. <u>Guy Engineering Services, Inc.</u> | 6. <u>Walter P. Moore &amp; Associates, Inc.</u> |

Describe all current personal, business and/or government relationships between yourself or your family members and any of the consultants listed above. Include in your comments, the name of the consultant and a brief description of the nature of the relationship.

Patrick Menefee  
Evaluator Signature

10/19/23  
Date

PATRICK MENELEE  
Printed Name

CITY ENGINEER  
Printed Title

## Nondisclosure Statement for Evaluation Team

### Instructions

This form is to be completed by all Evaluation Team Members when deemed necessary. All statements should be maintained in the ODOT contract file.

### EC Number: 2458 – Off-System Bridge Inspection Services

I hereby certify that I will not disclose or release any confidential information prior to award of the contract. Confidential information includes, but is not limited to, the contents of all proposals submitted in response to the referenced Engineering Contract and any analysis or evaluation thereof. I agree to disclose to the Director of Transportation or designee all contacts I have had with the below listed consultants. I agree to disqualify myself from participation in the evaluation team should the Director of Transportation or designee find any of said contacts that may be perceived as compromising my independent judgment in the evaluation process. I further agree and understand that failure to abide by the terms of this statement may subject me to other adverse actions.

### List of Consultants for Evaluation

- |  |  |
|--|--|
| 1. <u>Burgess &amp; Niple, Inc.</u>      | 2. <u>CEC Corporation</u>                        |
| 3. <u>Conzor Engineers, LLC</u>          | 4. <u>Garver, LLC</u>                            |
| 5. <u>Guy Engineering Services, Inc.</u> | 6. <u>Walter P. Moore &amp; Associates, Inc.</u> |

Describe all current personal, business and/or government relationships between yourself or your family members and any of the consultants listed above. Include in your comments, the name of the consultant and a brief description of the nature of the relationship.



Evaluator Signature

10-18-2023

Date

Steven Bray

Printed Name

Streets Super

Printed Title

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 14, 2023

SUBJECT : Discussion, consideration, and possible action of entering into an agreement for Professional Services with Lee Engineering, LLC. in the amount of \$96,500 to provide survey and design services for a future federal aid project to upgrade and improve 5 signals, known as JP 38094(04).

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City Staff has selected Lee Engineering, LLC. to develop construction plans for an upcoming federally funded project to upgrade and improve 5 signals. Lee Engineering, LLC. has been tasked with our last three signal projects and the assigned project manager has done a good job delivering projects. Internal staff does not currently have the capacity or expertise to complete this project in house.

This project is estimated to bid winter 2025 with construction beginning in summer of 2025. Construction of the project is 100% federally funded up to a cap of \$840,000. Improvements are to be made at the following 5 signals:

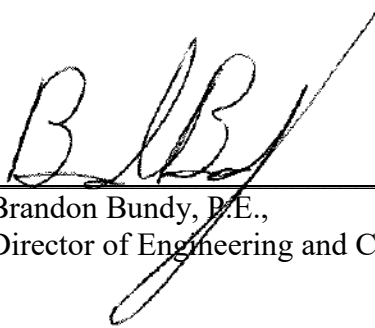
- SE 29th St / Arthur Harris
- SE 15th St / Sooner Rd
- SE 15th St / Air Depot Blvd
- SE 15th St / Post Rd
- Reno Ave / Post Rd



Lee Engineering, LLC. is requested to do additional work (Task 4) to develop signal timing plans for the signal located at the intersection of SE 15<sup>th</sup> St and Air Depot Blvd. This signal is one of the busiest in the City and has frequent calls for service.

This contract will be funded in the FY 23-24 budget through project #92406 (Fund 57).

I am available for any additional questions.



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Brandon Bundy, P.E.,  
Director of Engineering and Construction Services

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Lee Engineering, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and LEE ENGINEERING, LLC, (hereinafter referred to as “**Professional Service Provider**”) (**City**, and **Professional Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS**, **City** is in need of the following professional services design and develop construction plans for JP 38094(04), a federally funded signal and ADA improvement project; and

**WHEREAS**, **Professional Service Provider** is in the business of providing professional services that is needed by the **City**; and

**WHEREAS**, the **City** and the **Professional Service Provider** have reached an agreement for the **Professional Service Provider** to provide the **City** the requested professional services; and

**WHEREAS**, **City** hereby retains **Professional Service Provider** to provide professional services as an independent contractor; and

**WHEREAS**, **Professional Service Provider** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** 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 mutual covenants as set forth herein, the **City**, and **Professional Service Provider** hereby agree as follows:

**1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED**

Subject to the terms and conditions of this **Agreement**, the **City** retains the **Professional Service Provider** as an independent contractor, to provide **City** all products and/or services, in accordance with the standards exercised by experts in the field, necessary to provide the **City**

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
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services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this **Agreement**. The **City** shall meet with **Professional Service Provider** to identify product and/or service needs on a project-by-project basis. The **City** may issue a purchase order for the identified services accompanied by **Professional Service Provider’s** written proposal. Upon issuance of the purchase order, the **Professional Service Provider** shall be responsible for timely providing the products and/or services authorized by the purchase order (“Project”). Upon completion of the Project (products and/or services in a purchase order), the **Professional Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Professional Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Professional Service Provider** to the **City**. 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 **Agreement**.

b) The text of this **Agreement** together with the Attachments constitutes the entire **Agreement** and the only understanding and agreement between the **City** and the **Professional Service Provider** with respect to the services, products, solutions, and deliverables to be provided by the **Professional Service 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**.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Lee Engineering, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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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” (“Scope of Services”)**
- **Attachment “B” (“Schedule of Fees / Rate Card”),**
- **Attachment “C” (“Professional Service Provider’s Team”),**
- **Attachment “D” (“Insurance”).**

**2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES**

A. **Professional Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Professional Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Professional Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Professional Service Provider** will be solely responsible to ensure the **Professional Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. **Professional Service Provider** will be solely responsible to ensure the **Professional Service Provider’s Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Professional Service Provider** timely provides each Project task and satisfies the **Professional Service Provider’s** obligations under this **Agreement**. The **Professional Service Provider** may not change the **Professional Service Provider’s Team**,

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Lee Engineering, LLC**  
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for the services to be provided as set forth on Attachment “C” (“**Professional Service Provider’s Team**”) without the prior written consent of the **City**.

C. **Professional Service 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**. **Professional Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

**3. CONSIDERATION**

A. The **City** shall pay the **Professional Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **City** and the **Professional Service Provider** acknowledge that the compensation to be paid the **Professional Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Professional Service Provider and the Professional Service Provider’s Team**.

**4. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge and covenant that:

A. **Professional Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this **Agreement**.

1. 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 contractor relationship.



**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
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2. All payments to **Professional Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Professional Service Provider** are performed outside the State of Oklahoma.

B. The **City** shall 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 **Professional Service Provider** as **Professional Service Provider** is an independent contractor and the members of its **Professional Service Provider's Team**, assigned to work on the Project for the **City** are not employees of the **City**. Any such taxes, if due, are the responsibilities of **Professional Service Provider** and will not be charged to the **City**.

C. **Professional Service Provider** acknowledges that as an independent contractor it and **Professional Service Provider's Project Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City** or its employees.

## **5. TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **City** issue notices of termination or suspension to the **Professional Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Professional Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and



**PROFESSIONAL SERVICES AGREEMENT**  
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2. Upon payment for products or services fully performed and accepted, **Professional Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Professional Service Provider** for completed Projects and Deliverables 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**.

3. Upon notice of termination for *cause* from the **City**, the **Professional Service 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 **Professional Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Professional Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Professional Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein

**PROFESSIONAL SERVICES AGREEMENT**  
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shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Professional Service Provider** under this **Agreement**.

C. Upon notice to **Professional Service Provider**, the **City** may issue a stop work order suspending any Projects, 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 **Professional Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Professional Service Provider**, the **City** will provide a copy of such stop work order to the **Professional Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Professional Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Professional Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Professional Service 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.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Professional Service 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 **City** shall have no further liability under this **Agreement** to **Professional Service Provider** and **Professional Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Professional Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
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**6. WARRANTIES**

A. **Professional Service Provider** warrants that the Projects performed, and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing Construction standards and expertise. **Professional Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence, and professional competency for any and all such services, products, solutions, and deliverables. **Professional Service Provider** agrees to require all members of the **Professional Service Provider's Team**, also including Full Time Employees assigned to work on the Project, to provide any and all services, products, solutions, and Deliverables at said same standard of care, expertise, skill, diligence, and professional competence required of **Professional Service Provider**.

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Professional Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities 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 **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Professional Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Professional Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Professional Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

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C. The **Professional Service 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.

**7. INSURANCE**

A. **Professional Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Professional Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Professional Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Professional Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Professional Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident, or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination, and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Lee Engineering, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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prior to such revocation, non-renewal, termination, and expiration or during the period in which the **Professional Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Professional Service Provider** or its officers, invitees, representatives, contractors, employees, or agents carry any additional, different, or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death, or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

## **8. INDEMNIFICATION**

A. Professional services claim. The **Professional Service Provider** shall indemnify and hold the **City** and the **City's** officers, directors, members, and employees harmless from and against damages, losses and judgments arising from claims by third parties, but only to the extent they are caused by the willful misconduct or negligent acts, errors, or omissions of the **Professional Service Provider**, its employees and its **Professional Service Providers**, or anyone for whose acts any of them may be legally liable, in the performance of professional services under this Agreement.. The **Professional Service Provider** is not obligated to indemnify any Indemnitee in any manner whatsoever for the Indemnitee's own negligence.

B. Non-Professional Services claim. The **Professional Service Provider** shall

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
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indemnify, defend, and hold harmless **City** and the **City's** officers, directors, members, and employees from any and all liabilities, claims, demands, causes of action, loss, cost, damages, and expenses, including reasonable attorney's fees, expert and **Professional Service Provider** fees to the extent caused by the willful misconduct or negligent acts or omissions of the **Professional Service Provider** and those of its Subconsultants or anyone for whom the **Professional Service Provider** is legally liable. The **Professional Service Provider** is not obligated to indemnify or defend any Indemnitee in any manner whatsoever for the Indemnitee's own negligence.

C. 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**.

## **9. BONDS**

**Professional Service Provider** shall provide all bonds required by the RFP. All Performance Bonds shall be on forms provided by the **City**. The **City** shall be the beneficiary of the Performance Bond. The Performance Bond shall be underwritten by a company that has filed and has registered to do business with the Oklahoma Secretary of State.

## **10. CONFIDENTIALITY**

**Professional Service Provider** acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Professional Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data, and technology. **Professional Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Professional Service Provider** nor **Professional Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any information obtained by

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Lee Engineering, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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**Professional Service Provider.** **Professional Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

**11. NOTICES**

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk  
100 N. Midwest Boulevard  
Midwest City, OK 73110

respectively, and notices or other communications to the **Professional Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Ryan Henderson, PE, PTOE  
Lee Engineering, LLC  
1111 N Lee Avenue, Suite 236  
Oklahoma City, OK 73103

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

**12. ABIDES BY LAW**

The **Professional Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Professional Service Provider’s** activities. **Professional**

**PROFESSIONAL SERVICES AGREEMENT**  
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**Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

**13. ASSIGNMENT AND SUBLEASE**

**Professional Service Provider** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Professional Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Professional Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Professional Service Provider** within forty-five (45) days after the entering into of same.

**14. COMPLETE AGREEMENT AND AMENDMENT**

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

**15. TIME OF ESSENCE**

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

**16. MULTIPLE ORIGINALS**

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.



**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Lee Engineering, LLC**  
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**17. ANTI-COLLUSION**

**Professional Service Provider** agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

**18. BREACH AND DEFAULT**

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Professional Service Provider** may only recover that proportion of services provided prior to the breach. **Professional Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

**19. THIRD PARTY BENEFICIARIES**

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
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for the benefit of the **Professional Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

**20. VENUE AND CHOICE OF LAW**

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties, and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

**21. 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.

**22. NO WAIVER**

The failure or neglect of either of the **Parties** 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.

**23. 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 **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
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**24. AMENDMENT**


This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments and renewals to this **Agreement** for approval and execution **unless** the amendment or renewal is required by City Ordinance to be approved and executed by the City Council.

**25. EFFECTIVE DATE**

The Effective Date of this **Agreement** is the date approved by the **City** as the last party hereto.

**IN WITNESS WHEREOF**, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

**Professional Service Provider:**    Lee Engineering, LLC

By: 

Name: Ryan Henderson

Title: Project Manager

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]***

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Lee Engineering, LLC**  
**And**  
**THE CITY OF MIDWEST CITY**

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**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Midwest City this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF MIDWEST CITY**

\_\_\_\_\_  
**MATT DUKES, MAYOR**

\_\_\_\_\_  
SARA HANCOCK, CITY CLERK

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, CITY ATTORNEY

# City of Midwest City Signal Upgrade Phase 6 Oklahoma Department of Transportation

## ATTACHMENT "A" – SCOPE OF SERVICES

### SECTION 1 – GENERAL PROJECT SCOPE

The CONSULTANT shall provide traffic engineering services to design and provide construction plans for traffic signal upgrades at the following five signalized intersections to meet the current ADA standards:

- SE 29th St and Arthur Harris
- SE 15th St and Sooner Rd
- SE 15th St and Air Depot Blvd
- SE 15th St and Post Rd
- Reno Ave and Post Rd

Signal modifications at these intersections shall include upgrades to video detection, GPS emergency pre-emption, signal heads, striping, countdown pedestrian signal heads, pedestrian push buttons, and luminaires. In addition to design, the CONSULTANT shall submit required NEPA documentation to ODOT and respond to all requests for information. The CONSULTANT shall hold a utility coordination meeting and discuss conflicts and mitigation measures. If utility relocation is required, utility plans will be developed through a supplement to this contract.

The design services will include a topographic and control survey, turning movement counts (at four intersections), ADA improvements including ramps, landings, sidewalks, pedestrian, and vehicular signal modifications, signing and striping plans, and traffic control plans to allow construction under existing traffic. This project will be constructed as a single project and let through the ODOT system.

### 1. BASIC SERVICES

#### 1.1 **GENERAL.** The CONSULTANT's scope of work in conjunction with the project is anticipated to include the following activities:

- 1.1.1 Performance of a DETAILED TOPOGRAPHIC AND CONTROL SURVEY to locate all adjacent property lines, fences, trees, and other pertinent physical features at five intersection improvement locations.
- 1.1.2 Provide a COST ESTIMATE.
- 1.1.3 Provide all necessary right-of-way parcel plots and acquisition documents.
- 1.1.4 Furnish construction plans to each utility company as necessary to

coordinate utility relocation with project construction.

- 1.1.5 Provide the necessary and appropriate engineering and technical services to design traffic signal and ADA improvements.
- 1.1.6 Preparation of PRELIMINARY and FINAL CONSTRUCTION PLANS according to ODOT requirements.
- 1.1.7 Provide plans for submission to state and federal agencies pursuant to applications for federal funding for the project, including the submittal of required NEPA documentation to ODOT and responding to all requests for information.
- 1.1.8 Provide to OWNER digital copies of all final construction drawings in a format compatible with AutoCAD. Record drawings will be provided in PDF format.
- 1.1.9 Assist the OWNER and ODOT during project construction.
- 1.1.10 Obtain OWNER and ODOT approval of plans.
- 1.1.11 Meet with OWNER and ODOT Staff as necessary.

## **1.2 TASK 1 – TOPOGRAPHIC SURVEY**

- 1.2.1 The basic scope of services includes the land survey for traffic signal and ADA improvements for five (5) locations at the intersection of Arthur Harris Drive and SE 29th Street; Sooner Road and SE 15th Street; Air Depot Boulevard and SE 15th Street; Post Road and SE 15th Street; Post Road and Reno Avenue.
- 1.2.2 Survey extents for each site shall be as shown in Attachments A of the survey proposal and as coordinated between Client & Consultant.
- 1.2.3 Topographic Survey. Field survey of topographic features including buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, pavement markings, and signage, etc.
- 1.2.4 Scope includes horizontal control, vertical control, land ties according to Oklahoma State Plane coordinate system and/or City of Oklahoma City land control. Project horizontal datum will be NAD1983 projected on Oklahoma State Plane Coordinates North Zone. Establish control using known primary control points or benchmarks. Permanent control points will be set outside the limits of construction.

- 1.2.5 Set and identify two (2) benchmarks relative to NAVD 88 for vertical control.
- 1.2.6 Research and retrace property ownerships, right-of-way, and easements.
- 1.2.7 Contact and locate each privately-owned Utility.
- 1.2.8 Provide Client with topographic survey in AutoCAD and/or PDF format.

### **1.3 TASK 2 – PRELIMINARY PLANS**

- 1.3.1 This task includes the initial work required to begin the project and preparation of the preliminary plans (30%). Detailed scope items are as follows:
  - 1.3.2 Obtain and review existing plans, aerials, GIS information, traffic information, utility information, plat, and property information.
  - 1.3.3 Perform field investigation to identify/review existing conditions and the detailed scope of possible reuse of existing signal and pedestrian equipment.
  - 1.3.4 Develop preliminary design plans (30%) for the project with sufficient information to satisfy ODOT criteria required to obtain Federal funding. These preliminary plans would be developed for submission and review by the OWNER and ODOT. Preliminary (30%) Plans shall include the following sheets:
    - Title Sheet
    - Pay Items, Quantities, and Notes
    - Typical Sections
    - Traffic Signal Layouts
  - 1.3.5 After receipt of preliminary plan review comments, develop plan-in-hand design plans (60%) for submittal to the OWNER and ODOT for review. Plan-In-Hand Design Plans (60%) shall include the following sheets in addition to those previously prepared during the Preliminary (30%) Plans stage:
    - Signing and Striping Plans
    - Traffic Signal Design Tables
    - Intersection Geometric Layouts showing sidewalk and ADA ramps
  - 1.3.6 Provide utility coordination for all public and private utilities in conflict with the project improvements. Coordinate and hold a utility coordination meeting. Send project plans to all utility companies within the corridor.
  - 1.3.7 Prepare Right-of-Way Plan Submittal (60%) with legal descriptions for affected properties to be submitted to the OWNER for acquisition.

## **1.4 TASK 3 – FINAL PLANS**

- 1.4.1 This task includes the work required to complete the final design plans and specifications. Detailed scope items are as follows:
- 1.4.2 Hold a plan-in-hand field meeting with OWNER and ODOT staff to discuss specific issues with the plan-in-hand plans and detail how to proceed with final plans.
- 1.4.3 Prepare final detailed construction estimates based on the final plans.
- 1.4.4 Develop final design plans and specifications for a single construction contract. The final design plans will have sufficient information to satisfy the ODOT criteria required for federal funding. These final design plans would be developed for submission to the OWNER and ODOT for review.
- 1.4.5 Final Review Plans (90%) shall include the following sheets and the sheets prepared in the preliminary design phase.
  - Cross Sections, where necessary
  - Project Location Map
  - Summary Sheets
  - Erosion Control Plan and SWPPP
  - Traffic Signal Wiring Diagram
  - Traffic Signal Phasing & Sequencing Diagram
  - Traffic Signal Timing Data
  - Traffic Control Sheet
  - Miscellaneous Details
  - Standard Details
- 1.4.6 Prepare and submit Final Signed and Sealed Plans (100%) with Final Review plan comments incorporated. ODOT ProjectWise requirements will be met for the final plan submission.
- 1.4.7 Bid Services include attendance at the ODOT Pre-Bid meeting, review of bidder's questions, and preparation of addendum, if necessary, prior to bid opening. This task would provide bidding services for a single construction contract.

## **1.5 TASK 4 – TRAFFIC SIGNAL TIMING AND ANALYSIS**

- 1.5.1 Collect turning movement counts at SE 15th St and Sooner Rd, SE 15th St and Post Rd, and Reno Ave and Post Rd for flashing yellow arrow analysis, and SE 15th St and Air Depot Blvd for signal timing optimization.
- 1.5.2 The City will provide a common cycle length for each timing plan. The



City will also provide split histories and existing timings for each intersection.

- 1.5.3 LEE will provide updated and optimized, traffic signal timing plans for the intersection of SE 15th St and Air Depot Blvd Signal timings will be developed for up to three (3) weekday time periods – AM Peak, Midday, and PM Peak as directed by the City. Standard City of Midwest City cycle length values will be used for each of the three (3) time periods. As a result, a cycle length assessment for the intersections will not be performed by LEE for any of the time periods. This task does not include any signal timing coordination plans.
- 1.5.4 The fine-tuning of these signals will utilize the data collected and field observations after new timings have been implemented by the CONTRACTOR. Adjustments to splits will be identified to accommodate traffic conditions. Please note that only one (1) fine-tuning effort is included in this scope of services. Any adjustments requested after the first effort has been completed will be considered additional services.

### **Additional Services**

Any additional services or scope of work not outlined in the previous sections including Construction Administration Services and Record Drawings will only be considered upon the approval and execution of a signed amendment to this contract. See attachment B-2 rate sheet for hourly rates.

Thank you for the opportunity to submit this scope and fee proposal for the City of Midwest City Signal Upgrade Phase 6. We look forward to working with you on this project. If you have any questions or need additional information, please contact Ryan Henderson in our Oklahoma City office at [rhenderson@lee-eng.com](mailto:rhenderson@lee-eng.com) or (405) 384-5127.

Sincerely,



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Dharmesh Shah, P.E., PTOE  
Vice-President

## ATTACHMENT "B" – COMPENSATION

Under the terms of this Contact, the CONSULTANT agrees to perform the work and services described in this Contract. ODOT agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$96,500 for Basic Services as specifically set forth in this ATTACHMENT "B".

Compensation for basic services may not exceed \$96,500 and in no event may the CONSULTANT receive compensation in excess of the amount listed for each task for the performance of its basic services.

The CONSULTANT may receive up to the following amounts of the not to exceed amounts for services rendered upon the completion of the following tasks. Partial payments of the not to exceed amounts for each task may be invoiced for incremental work completed.

Task 1 an amount not to exceed:	<u>\$12,000.00</u> <u>Lump Sum</u> Completion and submittal of the survey.
Task 2 an amount not to exceed:	<u>\$41,200.00</u> <u>Lump Sum</u> Completion and submittal of the preliminary plans
Task 3 an amount not to exceed:	<u>\$33,800.00</u> <u>Lump Sum</u> Completion and submittal of the final construction plans in accordance with ODOT standards.
Task 4 an amount not to exceed:	<u>\$9,400.00</u> <u>Lump Sum</u> Completion of the Signal Timing and Analysis.
Direct Costs an amount not to exceed:	<u>\$100.00</u> <u>Lump Sum</u> Direct Non-Payroll Costs including Reproduction and Mileage.

**LEE ENGINEERING, LLC  
ENGINEERING CONTRACT FEE PROPOSAL**

Project Description:	Midwest City Signal Upgrade Phase 6		
Project No.:	STBG-UZA Safety Project		
Client:	MIDWEST CITY / ODOT		
Prepared By:	REH		October 13, 2023

<b>Direct Salary Costs</b>			
Labor Description	Labor Rate	Total Manhours	Total Cost
Principal	\$314.41	4	\$ 1,257.64
Sr. Project Manager	\$276.06	4	\$ 1,104.24
Project Manager	\$214.72	92	\$ 19,754.24
Senior Engineer	\$187.09	0	\$ -
Project Engineer	\$150.06	124	\$ 18,607.44
Sr. Engineering Designer	\$136.50	126	\$ 17,199.00
Engineering Designer	\$131.91	0	\$ -
CAD Designer	\$113.53	233	\$ 26,452.49
Clerical/Admin	\$119.43	0	\$ -
<b>TOTAL DIRECT SALARY COSTS</b>			<b>\$ 84,375.05</b>

<b>Direct Non-Payroll Costs</b>			
Description			Total Cost
Travel Expenses			\$ 100.00
Survey			\$ 12,000.00
<b>TOTAL NON-PAYROLL COSTS</b>			<b>\$ 12,100.00</b>

	ROUNDING	\$ 24.95
<b>GRAND TOTAL PROPOSED FEE</b>		<b>\$ 96,500.00</b>

### MANHOUR DISTRIBUTION

Task	Principal	Sr. Project Manager	Project Manager	Senior Engineer	Project Engineer	Sr. Engr Designer	Engineering Designer	CAD Designer	Clerical	TOTAL	Cost
<b>TASK 1 - Survey - Please See Attachment</b>											
<b>TASK 2 - Preliminary Plans</b>											
<b>MANAGEMENT/MEETINGS</b>											
Client Coordination/Meetings			4		4					8	\$1,459.12
Quality Control Review	2		4		4					10	\$2,087.94
<b>DESIGN</b>											
Obtain/Review Existing Data			2		4					6	\$1,029.68
Field Reconnaissance			4		4					8	\$1,459.12
Quantities and Cost Estimate			4		4					8	\$1,459.12
NEPA Documentation/Coordination			4		4					8	\$1,459.12
<b>PRELIMINARY PLANS</b>											
Title Sheet (1 sheet)			2		2			4		8	\$1,183.68
Pay Items, Quantities, and Notes (1 sheet)			2		4	4		4		14	\$2,029.80
Typical Sections (1 sheet)			2		2			4		8	\$1,183.68
Traffic Signal Layouts (5 sheets)			2		8	20		30		60	\$7,765.82
30% Plan Submittal Preparation			2		2	2		12		18	\$2,364.92
Signing and Striping Plans (5 sheets)			2		4	8		30		44	\$5,527.58
Traffic Signal Design Tables (5 sheets)			2		4	4		4		14	\$2,029.80
Intersection Geometric Layouts (5 sheets)			2		8	20		30		60	\$7,765.82
60% Plan Submittal Preparation			2		2	2		12		18	\$2,364.92
<b>SUBTOTAL TASK 3</b>	<b>2</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>60</b>	<b>60</b>	<b>0</b>	<b>130</b>	<b>0</b>	<b>292</b>	<b>\$41,170.12</b>
<b>TASK 3 - Final Plans</b>											
<b>MANAGEMENT/MEETINGS</b>											
Client Coordination/Meetings			4		2					6	\$1,159.00
Quality Control Review	2		4		2					8	\$1,787.82
Plan-In-Hand Field Review			2		2					4	\$729.56
<b>DESIGN</b>											
Right-of-Way Submittal & Exhibits (65% Submittal)			2		4			8		14	\$1,937.92
Utility Coordination			4		4	2				10	\$1,732.12
Cost Estimate			2		2					4	\$729.56
<b>FINAL PLANS</b>											
Revise Sheets from Preliminary Plans (23 sheets)			2		4			8		14	\$1,937.92
Summary Sheets (2 sheets)			1		1			8		10	\$1,273.02
Project Location Map (1 sheet)			1		1	1		4		7	\$955.40
SWPPP (1 sheet)			1		1	1		4		7	\$955.40
Traffic Signal Wiring Diagram (5 sheets)			2		8	20		8		38	\$5,268.16
Traffic Signal Phasing & Sequencing Diagram (5 sheets)			2		8	20		8		38	\$5,268.16
Traffic Control Plan and Quantities (2 sheets)			1		1	1		4		7	\$955.40
Miscellaneous Detail Sheet (1 sheet)			1		1	1		4		7	\$955.40
90% Plan Submittal Preparation			2		2	2		12		18	\$2,364.92
Standard Detail Sheets			1		1			4		6	\$818.90
Special Provisions/Specifications			2		2			2		6	\$956.62
100% Plan Submittal Preparation (40 sheets)			2		2	2		12		18	\$2,364.92
<b>BIDDING SERVICES</b>											
Pre-Bid Meeting			2							2	\$429.44
Bidder Questions, RFIs, Addendum			2		2			4		8	\$1,183.68
<b>SUBTOTAL TASK 4</b>	<b>2</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>50</b>	<b>50</b>	<b>0</b>	<b>90</b>	<b>0</b>	<b>232</b>	<b>\$33,763.32</b>
<b>TASK 4 - Traffic Signal Timing &amp; Analysis</b>											
Obtain Existing Timing and Intersection Data			1		2	2		1		6	\$901.37
Turning Movement Counts/FYA Analysis			4		2	4		12		22	\$3,067.36
Setup Synchro Models for 3 TOD Plans			1		2	2				5	\$787.84
Signal Timing Development for 3 TOD Plans		2	2		4	4				12	\$2,127.80
Fine Tuning of Intersection			2		2	2				6	\$1,002.56
Preparation of Signal Timing Recommendations		2	2		2	2				8	\$1,554.68
<b>SUBTOTAL TASK 5</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>0</b>	<b>14</b>	<b>16</b>	<b>0</b>	<b>13</b>	<b>0</b>	<b>59</b>	<b>\$9,441.61</b>
HOURLY RATES	314.41	276.06	214.72	187.09	150.06	136.5	131.91	113.53	0		
<b>TOTAL HOURS</b>	<b>4</b>	<b>4</b>	<b>92</b>	<b>0</b>	<b>124</b>	<b>126</b>	<b>0</b>	<b>233</b>	<b>0</b>	<b>583</b>	
<b>GRAND TOTAL</b>											<b>\$84,375.05</b>

### Direct Non-Payroll Costs

Travel Expenses			
Vehicle: (20 miles Round Trip)	<i>Mileage</i>	<i>per mile</i>	<i>Total Cost</i>
Field Visit/Data Collection	40.00	0.625	\$ 25.00
Plan in Hand	40.00	0.625	\$ 25.00
Construction Admin	40.00	0.625	\$ 25.00
Final Inspection/Signal Timing	40.00	0.625	\$ 25.00
SUBTOTAL			\$ 100.00

Subconsultants			<i>Total Cost</i>
Cowan Group Engineering			\$ 12,000.00
SUBTOTAL			\$ 12,000.00

<b>TOTAL NON-PAYROLL COSTS</b>	<b>\$ 12,100.00</b>
--------------------------------	---------------------

**Lee Engineering**  
**Terms and Conditions**  
**March 31, 2023**

Hourly and additional services as authorized by you will be performed at the following rates:

Principal	\$310.00 per hour
Senior Project Manager	\$260.00 per hour
Project Manager	\$210.00 per hour
Program Manager	\$210.00 per hour
Senior Engineer	\$190.00 per hour
Project Engineer	\$160.00 per hour
Sr. Engineering Designer	\$130.00 per hour
Engineering Designer	\$120.00 per hour
Engineering Designer I	\$ 75.00 per hour
Planner I	\$100.00 per hour
Senior ITS System Designer	\$210.00 per hour
ITS System Designer	\$130.00 per hour
CAD Designer	\$110.00 per hour
Senior Technician	\$120.00 per hour
Technician	\$ 75.00 per hour
Data Collector	\$ 95.00 per hour
Accountant	\$ 75.00 per hour
Admin Assistant	\$ 50.00 per hour
Intern	\$ 60.00 per hour
Highway travel	IRS Allowable Rate
Meals, lodging, air fares	out-of-pocket costs
Other Direct Expenses	at cost

**TERMS AND CONDITIONS:**

1. This proposal is valid for 60 days. After 60 days we reserve the right to modify the proposed fee and/or schedule.
2. Invoices will be submitted monthly and are due and payable when received.
3. Interest at the rate of 1.5% per month will be applied to invoices not paid within 30 days of initial billing date.
4. We reserve the right to cease work on delinquent accounts.
5. We reserve the right to bill for expenses related to delays caused by contracting party.
6. Contracting party is responsible for paying all fees and expenses associated with all activities related to an engagement, regardless of the outcome of the project. Credit will be given for payments received directly from clients of the contracting party or others.
7. The retainer fee will be credited against fee with the final invoice.
8. In addition to invoices rendered and interest thereon, the contracting party agrees to pay any and all legal fees and costs incurred in collecting overdue accounts.
9. Rates are subject to change annually. Work performed in subsequent years will be charged at the adjusted rates.
10. Draft reports are for review purposes only and are not to be released to any entity that is not party to this agreement.
11. Extra copies of reports will be billed at \$10.00 per copy.
12. All contracts shall be subject to the laws of the State of Arizona.



October 13, 2023

Ryan Henderson, PE, PTOE  
Project Manager  
Lee Engineering, LLC  
525 Central Park Drive, Suite 107  
Oklahoma City, OK 73105

RE: Midwest City Intersection Survey  
Midwest City, OK

Dear Mr. Henderson:

Pursuant to our conversation, Cowan Group Engineering, LLC (CGE) (Consultant) appreciates your interest in our professional services and welcomes the opportunity to present a proposal to you for the land survey services for the subject project. The following outlines general project data and detailed scope of services for the subject project:

#### **GENERAL PROJECT DATA**

---

Our proposal for services is based on the following site data:

- Project Name – Midwest City Intersection Surveys
- Project Location – Intersection of Arthur Harris Drive and SE 29<sup>th</sup> Street; Sooner Road and SE 15<sup>th</sup> Street; Air Depot Boulevard and SE 15<sup>th</sup> Street; Post Road and SE 15<sup>th</sup> Street; Post Road and Reno Avenue. (Refer to Attachments “A1”, “A2”, “A3”, “A4” and “A5”)
- Project Owner – City of Midwest City (Owner)
- Project Client – Lee Engineering, LLC (Client)
- Project Type – Land Survey

#### **GENERAL CORRESPONDENCE & MEETINGS**

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- Client/Owner to deliver to Consultant all reports, drawings, sketches in electronic format
- General correspondence & meetings with Client/Owner

#### **BASIC SCOPE OF SERVICES**

---

The basic scope of services includes the land survey for traffic signal and ADA improvements for five (5) locations at the intersection of Arthur Harris Drive and SE 29<sup>th</sup> Street; Sooner Road and SE 15<sup>th</sup> Street; Air Depot Boulevard and SE 15<sup>th</sup> Street; Post Road and SE 15<sup>th</sup> Street; Post Road and Reno Avenue.

#### **Task One – Land Survey**

- Survey extents for each site shall be as shown in Attachments A and as coordinated between Client & Consultant.
- Topographic Survey. Field survey of topographic features including buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, pavement markings, and signage, etc.
- Scope includes horizontal control, vertical control, land ties according to Oklahoma State Plane coordinate system and/or City of Oklahoma City land control. Project horizontal datum will be NAD1983 projected on Oklahoma State Plane Coordinates North Zone. Establish control using known primary control points or benchmarks. Permanent control points will be set outside the limits of construction.
- Set and identify two (2) benchmarks relative to NAVD 88 for vertical control.
- Research and retrace property ownerships, right-of-way, and easements.
- Contact and locate each privately-owned Utility.
- Provide Client with topographic survey in AutoCAD and/or PDF format.

## **ADDITIONAL SERVICES**

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B".

Additional services may include the following, but not limited to:

- Design or Construction Drawings
- Construction surveying Subsurface Geotechnical Investigation
- Utility relocation design coordination or construction drawings related to off-site
- Phase I environmental study and clearance
- Right of way or easement acquisitions
- ROW/Easement survey staking
- Permit fees for City, County or State
- Construction material testing
- Construction surveying
- Land Survey for record drawings

## **BASE CONTRACT FEE STRUCTURE (as outlined above)**

ITEM	DESCRIPTION	FEE
	<b>Basic Scope of Services</b>	
1	Land Survey	\$12,000
	Total:	<b>\$12,000</b>

## **SCHEDULE**

Upon Notice to Proceed field work can begin. Call OKIE requires a 48-hour notice before utilities can be marked. The survey will be sent within four to five (4-5) weeks of notice to proceed.

## **REIMBURSABLE EXPENSES**

The following expenses shall be considered as reimbursable expenses:

- Application and Review Fee(s) to Applicable Government Agency
- Cost of ownership list and/or title work required
- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations, and submittals
- Large format scans (11" x 17" and larger documents)
- Large format-colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

## **COMPENSATION**

For BASIC CONTRACT land survey services performed under this agreement, the Owner shall pay the Consultant **a lump sum fee amount of \$12,000.00** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice.

## **TERMS AND CONDITIONS**

See Cowan Group Engineering, LLC's Mandatory STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES at <http://www.cowangroup.co/terms-and-conditions>



**ATTACHMENTS**

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As a supplement to this proposal please find the following documents:

- **Attachment "A1"** – Site Location – Arthur Harris Drive and SE 29<sup>th</sup> Street
- **Attachment "A2"** – Site Location – Sooner Road and SE 15<sup>th</sup> Street
- **Attachment "A3"** – Site Location – Air Depot Boulevard and SE 15<sup>th</sup> Street
- **Attachment "A4"** – Site Location – Post Road and SE 15<sup>th</sup> Street
- **Attachment "A5"** – Site Location – Post Road and Reno Avenue
- **Attachment "B"** – CGE 2023 Hourly Rate Schedule

If you concur with this proposal, please sign and date this letter, then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60 days from the date submitted. Should you have any questions, please contact Mr. Jeff Murphy, PLS at 405.463.3369 or [jmurphy@cowangroup.co](mailto:jmurphy@cowangroup.co).

Sincerely,

**COWAN GROUP ENGINEERING, LLC**



Jeff Cowan, P.E.  
Principal

**NOTICE TO PROCEED**

The above proposal is understood and accepted. By accepting this proposal, you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES).

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

For: \_\_\_\_\_  
(Organization)

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

# ATTACHMENT "A1"



**COWAN GROUP ENGINEERING**

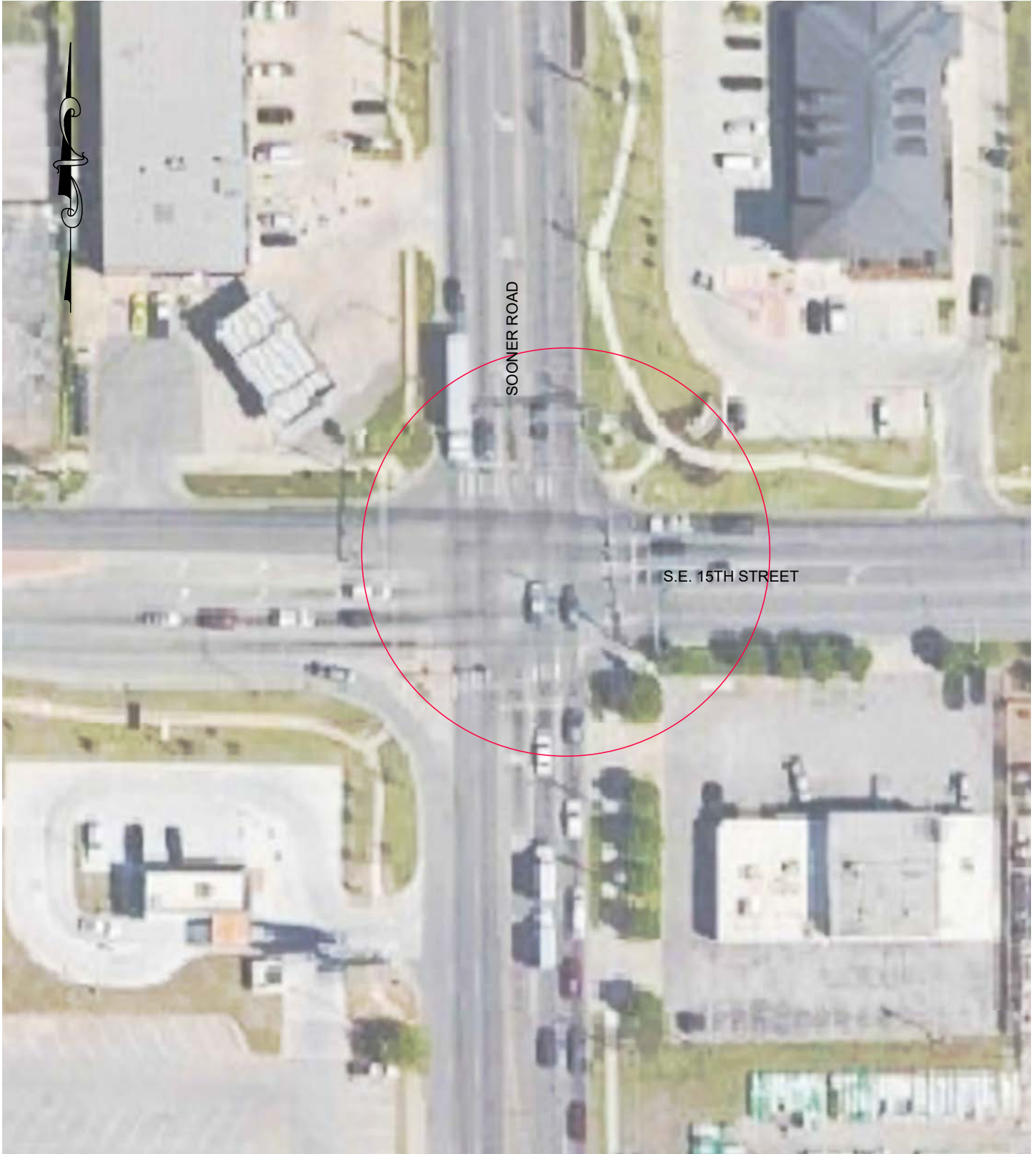
7100 N. CLASSEN, SUITE 500 - OKLAHOMA CITY, OK 73116  
405-463-3369 (OFFICE) - 405-463-3381 (FAX)

[WWW.COWANGROUP.CO](http://WWW.COWANGROUP.CO)

ENGINEERING - SURVEYING

CERTIFICATE OF AUTHORIZATION NO: 6414  
EXPIRES JUNE 30, 2024

ATTACHMENT "A2"



**COWAN GROUP ENGINEERING**

7100 N. CLASSEN, SUITE 500 - OKLAHOMA CITY, OK 73116  
405-463-3369 (OFFICE) - 405-463-3381 (FAX)

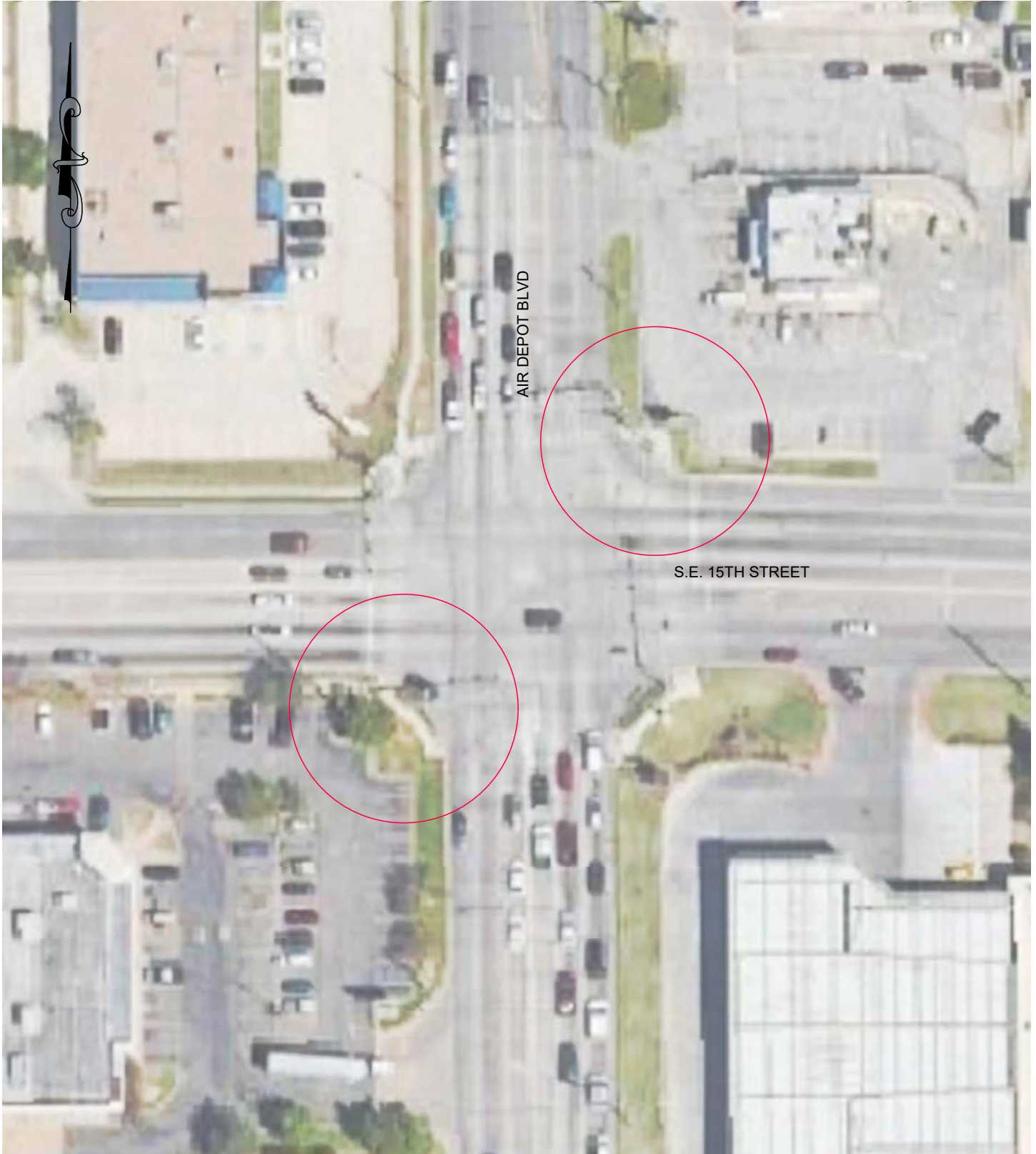
[WWW.COWANGROUP.CO](http://WWW.COWANGROUP.CO)

ENGINEERING - SURVEYING

CERTIFICATE OF AUTHORIZATION NO: 6414  
EXPIRES JUNE 30, 2024



ATTACHMENT "A3"



**COWAN GROUP ENGINEERING**

7100 N. CLASSEN, SUITE 500 - OKLAHOMA CITY, OK 73116

405-463-3369 (OFFICE) - 405-463-3381 (FAX)

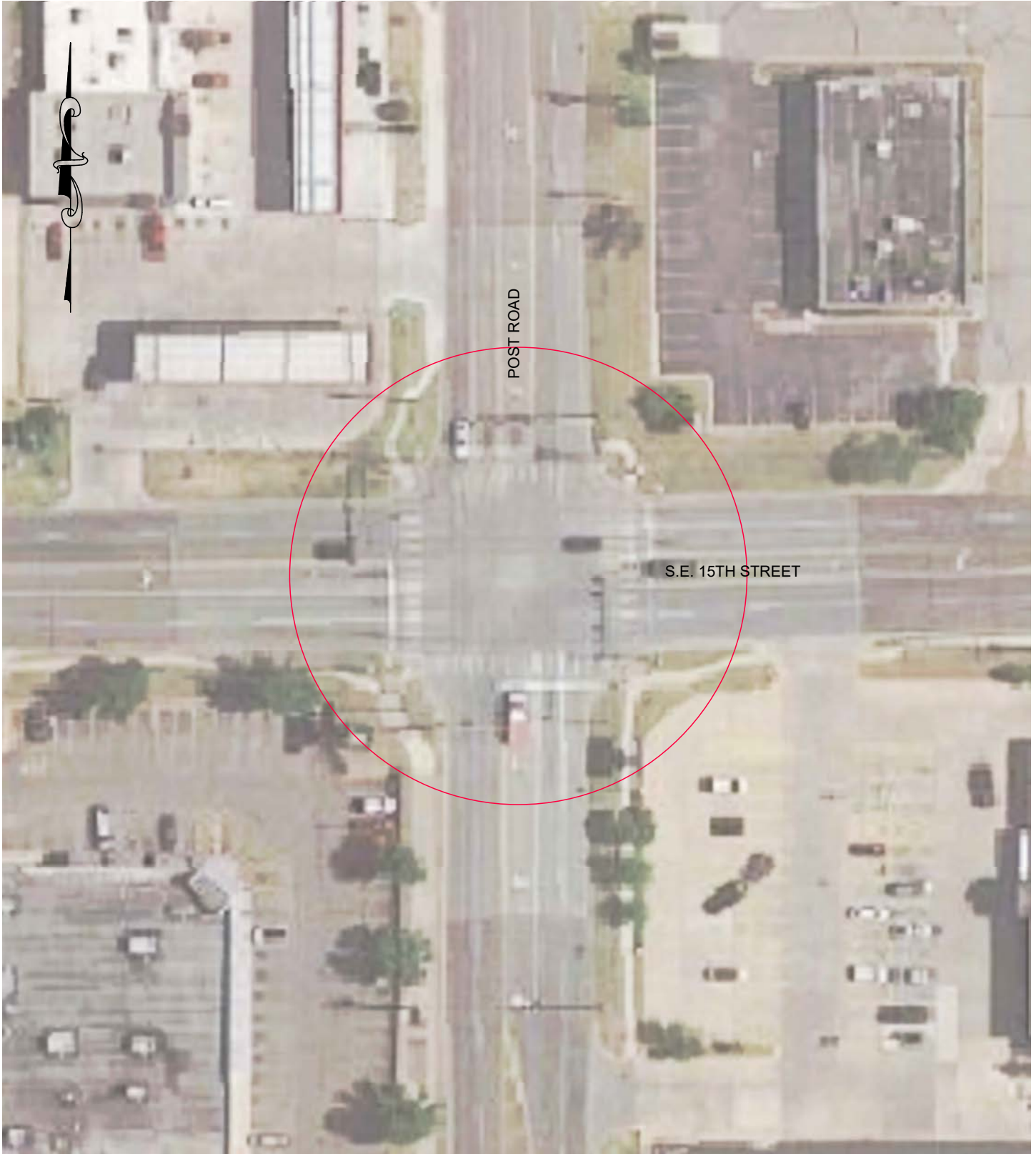
[WWW.COWANGROUP.CO](http://WWW.COWANGROUP.CO)

ENGINEERING - SURVEYING

CERTIFICATE OF AUTHORIZATION NO: 6414

EXPIRES JUNE 30, 2024

ATTACHMENT "A4"



**COWAN GROUP ENGINEERING**

7100 N. CLASSEN, SUITE 500 - OKLAHOMA CITY, OK 73116  
405-463-3369 (OFFICE) - 405-463-3381 (FAX)

[WWW.COWANGROUP.CO](http://WWW.COWANGROUP.CO)

ENGINEERING - SURVEYING

CERTIFICATE OF AUTHORIZATION NO: 6414  
EXPIRES JUNE 30, 2024

# ATTACHMENT "A5"



**COWAN GROUP ENGINEERING**

7100 N. CLASSEN, SUITE 500 - OKLAHOMA CITY, OK 73116

405-463-3369 (OFFICE) - 405-463-3381 (FAX)

[WWW.COWANGROUP.CO](http://WWW.COWANGROUP.CO)

ENGINEERING - SURVEYING

CERTIFICATE OF AUTHORIZATION NO: 6414

EXPIRES JUNE 30, 2024





## ATTACHMENT "B"

### ENGINEERING SERVICES 2023 Rate Schedule

#### SERVICES

---

Principal .....	\$273.00
Associate.....	\$246.00
Client Manager.....	\$225.00
Team Lead .....	\$215.00
Project Manager II.....	\$203.00
Project Manager .....	\$194.00
Project Engineer III.....	\$188.00
Project Engineer II.....	\$173.00
Project Engineer I.....	\$161.00
Engineer Level II .....	\$149.00
Engineer Level I .....	\$137.00
Engineering Technician III.....	\$145.00
Engineering Technician II.....	\$131.00
Engineering Technician I.....	\$118.00
CAD Technician .....	\$105.00
GIS Technician I.....	\$82.00
Administrative.....	\$118.00
Clerical .....	\$84.00
Intern.....	\$57.00

#### EXPENSES

---

Xerox Copies Letter or Legal.....	\$0.15 per copy
Xerox Copies Ledger .....	\$0.25 per copy
Plot Prints.....	\$0.75 per S.F.
Color/Mylar Plot Prints .....	\$1.75 per S.F.
Mileage.....	IRS Allowable

*The rates and expenses described may be revised annually*



## LAND SURVEY SERVICES

### 2023 Rate Schedule

#### **SERVICES**

---

Principal .....	\$273.00
Survey Manager .....	\$195.00
Professional Land Surveyor .....	\$184.00
Survey Crew - Scanner .....	\$312.00
Survey Crew - Two-Man.....	\$226.00
Survey Crew - One-Man .....	\$145.00
Senior Survey Technician .....	\$131.00
Survey Technician III.....	\$110.00
Survey Technician II.....	\$99.00
Survey Technician I.....	\$82.00
GIS Technician I.....	\$82.00
Administrative.....	\$118.00
Clerical .....	\$84.00
Intern.....	\$57.00

#### **EXPENSES**

---

Xerox Copies Letter or Legal.....	\$0.15 per copy
Xerox Copies Ledger .....	\$0.25 per copy
Plot Prints.....	\$0.75 per S.F.
Color/Mylar Plot Prints .....	\$1.75 per S.F.
Mileage.....	IRS Allowable

*The rates and expenses described may be revised annually*





## CONSTRUCTION SERVICES

### 2023 Rate Schedule

#### **SERVICES**

---

Principal .....	\$273.00
Associate.....	\$246.00
Client Manager.....	\$225.00
Team Lead .....	\$215.00
Project Manager II.....	\$203.00
Project Manager.....	\$194.00
Construction Manager.....	\$165.00
Construction Services Administrator .....	\$156.00
Resident Project Representative III.....	\$134.00
Resident Project Representative II.....	\$124.00
Resident Project Representative I.....	\$114.00
Administrative.....	\$118.00
Clerical .....	\$84.00
Intern.....	\$57.00

#### **EXPENSES**

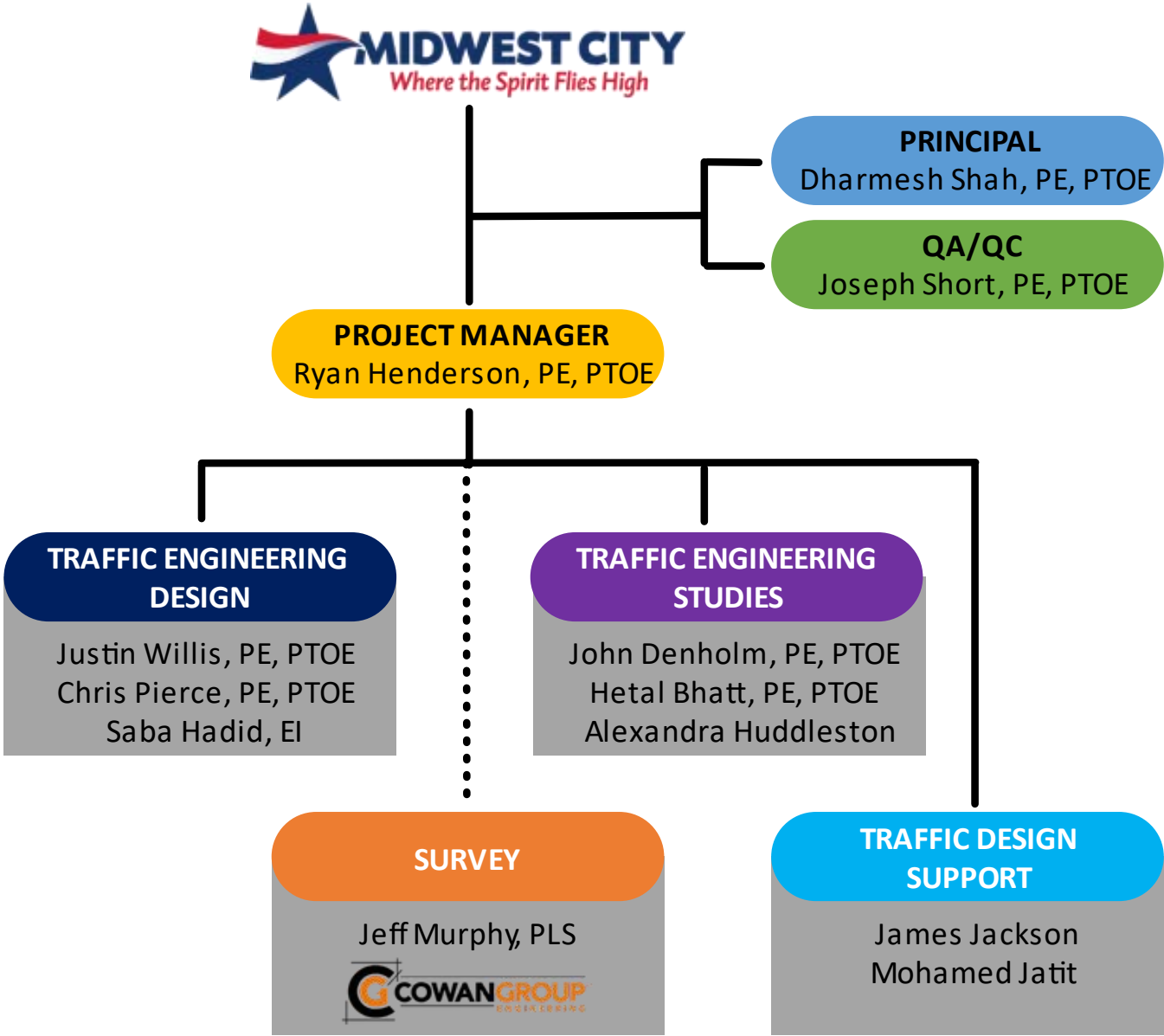
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Xerox Copies Letter or Legal.....	\$0.15 per copy
Xerox Copies Ledger .....	\$0.25 per copy
Plot Prints.....	\$0.75 per S.F.
Color/Mylar Plot Prints .....	\$1.75 per S.F.
Mileage.....	IRS Allowable

*The rates and expenses described may be revised annually*

# LEE ENGINEERING

## Organizational Work Chart





**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

To: Honorable Mayor and Council

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

Date: November 14th, 2023

Subject: Discussion, consideration, and possible action of accepting a Permanent Utility Easement for the construction of and access to public utilities located in the future Glenhaven Addition. The easement is located within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This twenty foot easement, dedicated by Bentwood Investments L.L.C., is for the future Glenhaven Addition.

Patrick Menefee, P.E.,  
City Engineer  
Attachments

**EXHIBIT K**  
**(20 Foot Bentwood Easement Instrument)**

Return To: City of Midwest City, OK  
100 N Midwest Blvd.  
Midwest City, OK 73110

**GRANT OF PERMANENT EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That Bentwood Investments LLC, an Oklahoma limited liability company ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, Oklahoma, a municipal corporation (sometimes referenced herein as the "Grantee" or the "City") a permanent propriety easement on, over, across and under the real property (the "Subject Property") described and depicted on **Attachment 1**, attached hereto and made a part hereof.

This permanent propriety easement (the "Easement") granted hereby is for the sole purpose of enabling Grantee, but not the public, to go upon, construct, operate, maintain, repair and replace those underground municipal utility facilities that the City may from time to time require, including the permanent right of ingress and egress for employees, tools and equipment of the City, its officers, agents, and contractors.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to the real property described and depicted on **Attachment 1** by reason of the construction and maintenance of such municipal improvements.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, so long as the City exclusively uses the Easement for the purposes described herein and for no other purpose whatsoever, and should the City abandon the Subject Property for the purposes stated herein, then the Easement shall revert to the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9<sup>th</sup> day of June 2023.

"BENTWOOD INVESTMENTS LLC"

  
By: Joel Bryant  
Its: Manager

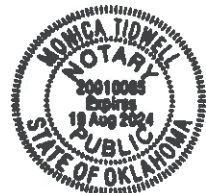
STATE OF OKLAHOMA    )  
                                  ) ss:  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on June 9, 2023 by Joel Bryant, Manager of Bentwood Investments LLC.

My Commission No. 20010085

Monica Tidwell  
Notary Public

My Commission Expires: 8/19/2024



Accepted by the CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of  
\_\_\_\_\_ 2023.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
MAYOR: Matt Dukes

Attest: (seal)

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

Approved as to form and legality this \_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Don Maisch, Municipal Counselor

**ATTACHMENT 1**

**20-Foot-Wide Utility Easement Description:**

**A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:**

**COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence continuing North 00°36'11" West, a distance of 1158.47 feet to a point for the Northwest corner of the herein described strip; Thence North 89°54'15" East, a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.45 feet to a point for the Southeast Corner of said strip; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING. Containing an area of 23,169 square feet or 0.5319 acres, more or less.**



**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

To: Honorable Mayor and Council

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

Date: November 14th, 2023

Subject: Discussion, consideration, and possible action of accepting a Permanent Utility Easement for the construction of and access to public utilities located in the future Glenhaven Addition. The easement is located within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

This twenty-five foot easement, dedicated by Midhoma L.L.C., is for the future Glenhaven Addition.

Patrick Menefee, P.E.,  
City Engineer  
Attachments

Exhibit L

Return To: City of Midwest City, OK  
100 N Midwest Blvd.  
Midwest City, OK 73110

GRANT OF PERMANENT 25 FOOT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Midhoma LLC, an Oklahoma limited liability company ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, Oklahoma, a municipal corporation (sometimes referenced herein as the "Grantee" or the "City") a permanent propriety easement on, over, across and under the real property (the "Subject Property") described and depicted on Exhibit A, attached hereto and made a part hereof.

This permanent propriety easement (the "Easement") granted hereby is for the sole purpose of enabling Grantee, but not the public, to go upon, construct, operate, maintain, repair and replace those underground municipal utility facilities that the City may from time to time require, including the permanent right of ingress and egress for employees, tools and equipment of the City, its officers, agents, and contractors.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to the real property described and depicted on Attachment 1 by reason of the construction and maintenance of such municipal improvements.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, so long as the City exclusively uses the Easement for the purposes described herein and for no other purpose whatsoever, and should the City abandon the Subject Property for the purposes stated herein, then the Easement shall revert to the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31<sup>st</sup> day of August 2023.

"MIDHOMA LLC"

By: Michael Schmidt  
Its: Manager

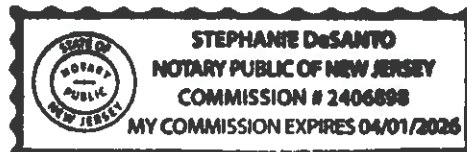
New Jersey  
STATE OF ~~OKLAHOMA~~ )  
Bergen ) ss:  
COUNTY OF ~~OKLAHOMA~~ )

This instrument was acknowledged before me on August 31, 2023 by Michael Schmidt, Manager of Midhoma LLC.

My Commission No. 2406898

My Commission Expires: 04/01/26

Stephanie DeSanto  
Notary Public





**Grant of Permanent 25 Foot Utility Easement described on Attachment 1 accepted by the  
CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

**CITY OF MIDWEST CITY, OKLAHOMA**

\_\_\_\_\_  
**MAYOR: Matt Dukes**

**Attest: (seal)**

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

**Approved as to form and legality this \_\_\_ day of \_\_\_\_\_ 2023.**

\_\_\_\_\_  
**Don Maisch, Municipal Counselor**

**ATTACHMENT 1**

**25-Foot-Wide Roadway & Utility Easement Description:**

**A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:**

**COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence South 89°51'43" West, a distance of 25.00 feet; Thence North 00°36'11" West, a distance of 1158.48 feet to a point for the Northwest corner of the herein described strip; Thence North 89°53'58" East, a distance of 25.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.47 feet to the POINT OF BEGINNING. Containing an area of 28,962 square feet or 0.6649 acres, more or less.**

**LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.**



**Public Works Administration**

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

Carrie Evenson,  
Assistant Public Works Director  
[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)  
405-739-1062  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: November 14, 2023

Subject: Discussion, consideration, and possible action of 1) appointing Ms. Christine Price-Allen as the Ward 5 representative; and 2) re-appointing Aruna Abhayagoonawardhana as the Ward 6 representative, both to the Midwest City Tree Board for three-year terms, ending November 10, 2026.

---

On September 15, 2023, Mr. Marcus Hayes, the Ward 5 representative serving on the Midwest City (MWC) Tree Board, resigned due to his appointment to the MWC Arts Council and other obligations. Ward 5 Council member, Sara Bana has recommended former council member, Christine Price-Allen, as a replacement nominee with Mayor Dukes' consent. Christine has indicated she would like to serve as the Ward 5 representative to the Tree Board for a three-year term, ending November 10, 2026. Therefore, staff recommends the appointment of Ms. Christine Price-Allen.

On November 14, 2023, Mr. Aruna Abhayagoonawardhana's term as the Ward 6 representative on the MWC Tree Board ends. Staff has confirmed that he would like to be considered for another three-year term to end on November 10, 2026. Ward 6 Council member, Rick Favors, has recommended the re-appointment of Mr. Abhayagoonawardhana with Mayor Dukes' consent. Therefore, staff recommends his re-appointment.

**Midwest City Tree Board Members**

Aruna Abhayagoonawardhana Chair (Ward 6) Term Date: November 14, 2023

AJ Bailey Vice-Chair (Ward 3) Term Date: June 10, 2025

Vacant (Ward 1) Vacated Date: September 12, 2023

Erin Hurst (Ward 2) Term Date: December 09, 2025

Susan Glapion (Ward 4) Term Date: October 08, 2024

Vacant (Ward 5) Vacated Date: September 15, 2023

Marcy Nash (Ward 6) Term Date: June 9, 2026

R. Paul Streets  
Public Works Director



**Emergency Management**  
100 N. Midwest Blvd.  
Midwest City, OK 73110  
dwagner@midwestcityok.org  
Office: 405-739-1386/Fax: 405-739-1393  
www.midwestcityok.org

To: Honorable Mayor and Council

From: Debra Wagner, Emergency Manager

Date: November 14, 2023

Subject: Discussion, consideration, and possible action of declaring four City property chairs as surplus and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

This agenda item will declare the following items listed below, as surplus. These items are no longer useable or serviceable.

- 4 wheeled office chairs

Debra Wagner  
Emergency Manager



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: November 14, 2023

SUBJECT: Discussion, consideration and possible action, declaring (1) keyboard, (1) V700 photo scanner, (1) binder, (1) file folder organizer, (1) magazine holder and (1) pair of speakers as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.

This agenda item will declare the items listed, as surplus.

Staff recommends approval.

Sara Hancock  
Sara Hancock, City Clerk



**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 14, 2023

SUBJECT : Discussion, consideration, and possible action of declaring various items of City property as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.

---

The Department of Engineering and Construction Services requests to declare the listed items of City property surplus and authorize their disposal through sealed bid, public auction, or by other means as necessary.

- 2- 2 Drawer file cabinets - 1 black and 1 beige
- 4 - 4 Drawer file cabinets
- 1 - Printer stand
- 1 - Brown 3 x 2 1/2 table
- Blueprint paper 36 x 36
- Several plugs/elec. Cords
- 1 -Cup holder for truck
- 3 - IPAD holders
- 2 - Key boards
- 2 - Computer mouse
- Paper desk tray
- Hanging folders new and used
- 1 -coffee maker
- 1 -Clip board
- 1 -video camera and case
- 1 -black metal paper desk holders
- 1-black solid desk holder
- 1-box LaserJet InkJet toner 58X
- 1-Premium Toner Cartridge
- 2-Drawer dividers - brand new
- 1- Set computer speakers
- 1 -Phone # contact holder
- 1 -Message holder (metal)
- 5 - Packages color labels
- White labels
- 2 - Brother ribbons
- 2 - heartland VeriFone

2 boxes - Prong fasteners  
2 boxes - Heavy duty staples  
3 - Stamps /and stamp pads  
1 - Cash box  
Book manuals various  
2-chairs  
1-Wall Picture  
Camera items - Pentax K1000 camera Body, Koadak easy share cx7530 with carry case charging cord and manuals, Polaroid Onestep close-up Camera, Mitakon Wide MC Camera Lense,  
9- 2'x4' light fixtures  
6- Dewalt batteries for parts or not working  
1- Dewalt 1/4 drive impact for parts or not working  
1- Dewalt drill for parts or not working  
1- Makita angle grinder for parts or not working  
1- Drill bit sharpener

If declared surplus, these items will be placed on the websites for disposal through sealed bid, public auction, or by other means as necessary.



---

Brandon Bundy, P.E.,  
Director of Engineering and Construction Services





DISCUSSION ITEMS





**City Manager**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
tlyon@midwestcity.org  
Office: 405-739-1201

To: Honorable Mayor and Council  
From: Tim Lyon, City Manager  
Date: November 14, 2023  
Subject: Discussion, consideration, and possible action of electing a vice-mayor.

---

Per the Charter, "Sec. 4. Vice-mayor. The council shall elect from among its members a vice-mayor for a term of two (2) years. The vice-mayor shall act as mayor during the absence or disability of the mayor. If a vacancy in the office of mayor occurs, the vice-mayor shall assume the duties of mayor until a new mayor takes office under the provisions of Article II, Section 8 of this charter."

Councilmember Byrne was elected as the vice-mayor on November 9, 2021; therefore, it is time for the Council to either re-elect Councilmember Byrne or elect a new vice-mayor.

  
\_\_\_\_\_  
Tim L. Lyon, City Manager



**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: November 14, 2023

RE: Discussion, consideration, and possible action of approving a new city ordinance amending the Midwest City Municipal Code, Chapter 2 Administration; Article II, City Council; adopting a new ordinance at Section 2-13.1, Additional filing requirements for regular and special primary and general elections for city council; and providing for repealer, severability and emergency. (City Attorney – D. Maisch)

---

The proposed new City Ordinance would allow the City to gather information from each candidate for City Council to determine if the City has any conflict-of-interest issues with any current contract with the City as described in Article VII, Section 12 of the City Charter and Title 11 of the Oklahoma Statutes, Section 8-113.

This proposed ordinance is being requested to be passed with an emergency clause, so it goes immediately into effect.

Respectfully submitted,

Donald D. Maisch  
City Attorney



1  
2 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
3 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

4  
5 **THE CITY OF MIDWEST CITY, OKLAHOMA**

6  
7  
8 ATTEST:

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

11  
12 \_\_\_\_\_  
13 SARA HANCOCK, City Clerk

14  
15  
16 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

17  
18  
19 \_\_\_\_\_  
20 DONALD D. MAISCH, City Attorney

21  
22 **Section 4. EMERGENCY.** The City Council declares these ordinance amendments to be an  
23 emergency, it being immediately necessary for the preservation of the peace, health and safety of  
24 the City of Midwest City and the inhabitants thereof that the provisions of this ordinance be put  
25 into full force and effect, an emergency is hereby declared to exist by reason whereof this  
26 ordinance shall take effect and be in full force from and after its passage as provided by law.

27  
28 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the City  
29 of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

30  
31 **THE CITY OF MIDWEST CITY, OKLAHOMA**

32  
33  
34 ATTEST:

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

37  
38 \_\_\_\_\_  
39 SARA HANCOCK, City Clerk

40 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

41  
42 \_\_\_\_\_  
43 DONALD D. MAISCH, City Attorney



1  
2 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
3 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

4  
5 **THE CITY OF MIDWEST CITY, OKLAHOMA**

6  
7  
8 ATTEST:

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

11  
12 \_\_\_\_\_  
13 SARA HANCOCK, City Clerk

14  
15  
16 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

17  
18  
19 \_\_\_\_\_  
20 DONALD D. MAISCH, City Attorney

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29 of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

30  
31 **THE CITY OF MIDWEST CITY, OKLAHOMA**

32  
33  
34 ATTEST:

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

37  
38 \_\_\_\_\_  
39 SARA HANCOCK, City Clerk

40 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

41  
42 \_\_\_\_\_  
43 DONALD D. MAISCH, City Attorney





**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: November 14, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 9, Building and Building Regulations; Article I, In General, Section 9-3 Building and dwelling addresses; Article VII, Sign Regulations, Section 9-382, Definitions; Section 9-391, Temporary signs; Section 9-394, Illegal, nonconforming, deteriorated and vacant signs; and providing for repealer and severability.

---

The proposed amendments to Sections 9-382, 9-391, and 9-394 codifies digital signs into the sign ordinance, defines the term and makes exceptions, and allows for exceptions for temporary signs.

The change to Section 9-3, in conjunction with the change in 37-6, will allow for numbering of residences on either the dwelling building or the mailbox, provided the numbering faces the street.

The proposed amendment is recommended for approval by the Ordinance Review Committee.

Respectfully submitted,

Donald D. Maisch  
City Attorney



1           *Billboard:* A sign upon which advertising or other message may be posted, painted,  
2 pasted or affixed, and which directs attention to a business, organization, event, person, place,  
3 commodity, service or entertainment conducted, sold, located, manufactured, used or offered at  
4 a location other than the premises on which the sign is located.

5  
6           *Bulletin board sign:* A sign that indicates the name of a governmental, religious,  
7 educational or other noncommercial institution on whose premises it is located, and which may  
8 contain the names of individuals connected with it and general announcements of events or  
9 activities occurring at the institution, or similar messages not advertising a specific product or  
10 business service.

11  
12           *Canopy:* A fixed shelter of any material and of any length projecting from a building and  
13 supported by columns or posts from the ground, or a freestanding shelter supported by columns  
14 or posts from the ground.

15  
16           *Changeable copy sign:* A permanent ground or pole sign consisting of nonstructural  
17 panels or individual message elements such as letters, numbers or symbols that are designed and  
18 intended for manual replacement or alteration after the sign is erected.

19  
20           *Civic center:* An area described as a part of the west one-half (W<sup>1</sup>/<sub>2</sub>) of the southwest  
21 quarter (SW<sup>1</sup>/<sub>4</sub>) of Section 35, Township 12 North, Range 2 West of the Indian Meridian,  
22 Oklahoma County, Oklahoma, beginning at a point fifty (50) feet north and fifty (50) feet east  
23 of the southwest corner of said section, north 758.33 feet, thence east 1,267.98 feet, thence south  
24 758.33 feet, thence west to the point of beginning.

25  
26           *Commercial temporary sign:* A temporary sign that is not a noncommercial temporary  
27 sign and that identifies, advertises or directs attention to a business or is intended to induce  
28 purchase of a good, property or service including, without limitation, any sign naming a brand  
29 of good or service.

30  
31           *Construction sign:* A sign identifying a construction project erected on the premises  
32 where construction is taking place, during the period of such construction, and containing  
33 information pertinent to the construction project such as the names of the architects, engineers,  
34 landscape architects, contractors or similar artisans, and the owners, lending institutions and  
35 other parties having a role or interest in the structure or project.

36  
37           *Decoration:* Illustration, symbol, flag, streamer, bunting, wreath, figure, insignia or other  
38 devices employed to express and/or illustrate a message or patriotic holiday or seasonal  
39 character.

40  
41           *Deteriorated sign:* A permanent sign that is partially dilapidated or in need of repair.

42  
43           *Digital sign:* are a form of electronic display that show television programming, menus,  
44 information, advertising and other messages, utilizing technologies such as LCD, LED, plasma  
45 displays, or projected images to display content.

1           *Directional sign:* A sign that directs the movement or placement of pedestrian or  
2 vehicular traffic on the premises where the sign is located.

3  
4           *Display surface:* The surface of a sign upon, against or through which the message is  
5 displayed or illustrated.

6  
7           *Display surface area:* The net geometric area enclosed by the display surface of the sign  
8 including the outer extremities of all letters, figures, characters and delineations; provided,  
9 however, display surface area shall not include the structural supports for freestanding signs if  
10 the structural supports are so arranged so as not to become a part of the attention-attracting aspect  
11 of the sign; provided, further, that only one (1) face of a double-faced sign as defined herein  
12 shall be considered in determining the display surface area.

13  
14           *Double-faced sign:* Any sign that has more than one (1) display surface.

15  
16           *Erect:* To build, attach, hang, place, suspend, affix, construct or allow to be constructed,  
17 including the painting of wall signs.

18  
19           *Flashing sign:* An illuminated sign, other than an automatic, changing sign, on which  
20 artificial or reflected light is not maintained stationary and constant in light intensity and color  
21 at all times when in use.

22  
23           *Freestanding sign:* Any sign that is attached to or a part of a completely self-supporting  
24 structure that is not attached to any building or any other structure and is anchored firmly to or  
25 below the ground surface (see ground sign and pole sign).

26  
27           *Frontage:* The area between the boundary lines of a lot or parcel of land along the street  
28 right-of-way.

29  
30           *Ground sign:* A freestanding sign that is secured to a fixed base, usually at ground level  
31 or a slight elevation above ground, rather than being pole-mounted.

32  
33           *Identification nameplate:* A wall sign giving any combination of the name, address, and  
34 recognized symbol or logo of a building, business or establishment that is attached to and flat  
35 against the wall of a building.

36  
37           *Illegal sign:* Any sign that in any manner does not conform to all of the requirements of  
38 this Code.

39  
40           *Illuminated sign:* Any sign that has characters, letters, figures, designs or outlines  
41 illuminated by electric lights or luminous tubes whether such sources of illumination are a part  
42 of the sign or not.

43  
44           *Illumination:* Lighting from a source concealed or contained within a sign which  
45 becomes visible through a translucent surface or lighting performed by spotlights or other  
46 lighting devices that are not a part of the sign display surface including those lighting devices

1 that are extended from the sign by means of a rod or rods from which the illumination is directed  
2 toward the display surface area of the sign.

3  
4 *Marquee:* A permanent roof-like structure projecting beyond a building wall at an  
5 entrance to a building or extending along and projecting beyond the building's wall and generally  
6 designed and constructed to provide protection against the weather.

7  
8 *Memorial sign:* A sign, tablet or plaque commemorating a person, event, structure or site.

9  
10 *Noncombustible:* Any material that does not ignite below twelve hundred (1,200) degrees  
11 Fahrenheit or disintegrate, melt or give off toxic odor or fumes.

12  
13 *Noncommercial temporary sign:* A temporary sign that in no way identifies, advertises  
14 or directs attention to a business, good, property or service, or is intended to induce purchase of  
15 a good, property or service, or portrays or symbolizes a good, property or service especially but,  
16 without limitation, a brand or trade name, an identifiable container shape or a trademark.

17  
18 *Nonconforming sign:* A sign that was lawfully erected, altered, moved or maintained  
19 under previous ordinances of the city but does not conform to the provisions of this article.

20  
21 *Owner:* The fee owner of a sign, the lessee of the sign, the fee holder of the property  
22 upon which the sign is located, the leaseholder of such property or the individual, person or  
23 business who has purchased the copy on a sign, or the agent of any of the listed entities.

24  
25 *Parcel:* A contiguous area of land described in a single description in a deed or as one of  
26 a number of lots on a plat; separately owned, either publicly or privately; and capable of being  
27 separately conveyed.

28  
29 *Permanent sign:* A sign that, by its construction and made of such materials, is intended  
30 to remain erected and in use for an extended period of time.

31  
32 *Pole cover:* A decorative covering constructed of materials that are attractive,  
33 aesthetically pleasing and architecturally consistent with the sign and/or the main building on  
34 the premises, built the full length of and entirely surrounding the freestanding poles on which  
35 the sign is mounted.

36  
37 *Pole sign:* A freestanding sign that is mounted on one (1) or more freestanding poles or  
38 other supports.

39  
40 *Political sign:* A sign announcing or supporting one (1) or more political candidates or  
41 issues in connection with any national, state, county or local election.

42  
43 *Portable sign:* A sign, whether mounted on a chassis with tires or wheels for transport  
44 from one place to another, designed to be movable from one location to another and not  
45 permanently attached to the ground or to any immobile structure, the primary function of which

1 is to provide advertisement of products or services in connection with a business or activity  
2 located on the same site as the portable sign or elsewhere.

3  
4 *Projecting sign:* A sign, other than a banner, that is attached to, and is wholly or partially  
5 dependent upon a building for support and that extends beyond the line of the building or beyond  
6 the surface of that portion of the building to which it is attached.

7  
8 *Public use or public service sign:* A sign of a governmental or noncommercial nature  
9 including public transit and public utility information signs, traffic control signs and any other  
10 sign erected by a public officer in the performance of a public duty.

11  
12 *Real estate sign:* A temporary sign pertaining to the sale or lease of a parcel or tract of  
13 land or to the sale or lease of one (1) or more structures.

14  
15 *Roof sign:* A sign that is erected, constructed and maintained wholly upon or over the  
16 roof of any building with the principal support of the sign on the roof structure.

17  
18 *Setback:* A distance measured horizontally from, and perpendicular to, the right-of-way  
19 line of a street or a property line to the nearest edge of the sign.

20  
21 *Sight triangle:* As defined by subsections 4.8.3(a) and (b) of appendix A of this Code.

22  
23 *Sign:* Any object, announcement, declaration, demonstration, display, illustration,  
24 insignia, device, display or structure or part thereof, including a digital sign, situated outdoors  
25 in view of the general public that is used to advertise, identify, promote, display, direct or attract  
26 attention to or promote the interest of an object, person, institution, corporation, organization,  
27 business, product, service, event or location by any means including words, letters, figures,  
28 designs, symbols, fixtures, colors, motion, illumination or projected images, whether illuminated  
29 or not, including, but not limited to, every billboard, wall sign, roof sign, projecting sign, ground  
30 sign, pole sign, window sign, changeable copy sign, temporary sign, portable sign, commercial  
31 bills, commercial posters, commercial pictures, commercial lithographs, commercial maps,  
32 commercial plats, commercial samples or other commercial devices or advertisements of any  
33 kind or any other attention-getting device or other display whether affixed to a building or  
34 separate from a building.

35  
36 *Sign contractor:* Any person, firm, partnership, association or corporation involved in  
37 the installation, repair, alteration or service of any electric sign, all permanent or temporary signs  
38 involving structural requirements of the building code and/or electrical requirements of the  
39 electric code and/or billposting.

40  
41 *Structure:* Anything built or constructed whether or not permanently attached to the  
42 ground.

43  
44 *Subdivision construction sign:* An on-premises sign with a display surface area of fifty  
45 (50) square feet or less containing information about a particular subdivision as a whole, which



1 information may include, but may not be limited to, the location, price range and/or amenities  
2 of the subdivision.

3  
4 *Swinging sign:* A sign, all or part of which is animated, revolves, swings or is otherwise  
5 designed to move by mechanical means or by the force of the wind.

6  
7 *Temporary sign:* Any sign, either commercial or noncommercial, that is not a permanent  
8 sign which may include, but shall not be limited to, a balloon or other inflatable, banner, thirty  
9 (30) feet or shorter section of pennant and/or valance, or any other advertising display.

10  
11 *Temporary sign setback:* A twelve-foot distance measured horizontally from, and  
12 perpendicular to, the curb or, where there is no curb, other discernible edge of the street or road.

13  
14 *Vacant sign:* A sign that pertains to a building or is on a parcel of land that:

- 15  
16 (1) Has been unoccupied for a period of six (6) consecutive months; or  
17 (2) Refers to a business, product, service, event or purpose that has been  
18 inapplicable for three (3) consecutive months or is no longer provided on the premises  
19 where the sign is located; or  
20 (3) Identifies a time, event or purpose that has passed or no longer applies; or  
21 (4) In the case of a billboard, is vacant of copy or that advertises an  
22 establishment, good or service that no longer exists.

23  
24 *Wall sign:* Any sign painted on or attached to and erected parallel to the face of, or erected  
25 and confined within the limits of, the outside wall of any building and supported by such wall or  
26 building; and which displays only one (1) advertising surface including awning and canopy,  
27 identification, marquee, module and projecting signs.

28  
29 *Window display:* Any sign placed inside a structure on a window.

30  
31 **Section 3.** That the Midwest City Municipal Code, Chapter 9, Building and Building Regulations,  
32 Article VII, Sign Regulations, Section 9-391, Temporary signs; is hereby amended to read as  
33 follows:

34  
35 **Section 9-391, Temporary signs.**

36  
37 (a) No commercial temporary sign located on nonresidential property shall exceed sixteen  
38 (16) square feet in display surface area and shall not be taller than three (3) feet measured from  
39 ground level. The maximum size of the display surface area of the sign shall not exceed two (2)  
40 feet in any one (1) of its dimensions. No temporary sign located on residential property shall  
41 exceed eight (8) square feet in display surface area.

42  
43 (b) Balloons shall not be used as commercial temporary signs.

44  
45 (c) Every temporary sign weighing more than fifty (50) pounds must be approved by the city  
46 as conforming to the safety requirements of the building code of the city.



1  
2 (d) No temporary sign shall extend over or into any street, alley, sidewalk or other public  
3 thoroughfare. Temporary signs shall not extend a distance greater than four (4) inches from the  
4 wall upon which it is erected, and such signs shall not be placed or projected over any wall  
5 opening.

6  
7 (e) Every temporary sign shall be in full compliance with this article.

8  
9 (f) No temporary sign shall be placed, installed, erected or maintained within the temporary  
10 sign setback on arterial streets and on nonresidential property.

11  
12 (g) No commercial temporary sign may be erected or maintained without a permit except as  
13 noted in subsection 9-391(h) of this Code. Each city utility account or separate parcel identified  
14 by a legal address in the city is entitled to eight (8) commercial temporary sign permits each  
15 year. The fee for each commercial temporary sign permit shall be fifty dollars (\$50.00); however,  
16 nonprofit organizations that produce their letter from the Internal Revenue Service proving their  
17 nonprofit status shall be exempt from the fee. Permits for commercial temporary signs shall  
18 authorize the erection of the signs and their maintenance for a period not exceeding seven (7)  
19 consecutive days. Any commercial temporary sign maintained in excess of seven (7) consecutive  
20 days shall be deemed an illegal sign and must be removed by the owner. If the owner fails to  
21 remove the sign, the city may do so and charge the cost of such removal and any storage of the  
22 sign, the minimum of which shall be one hundred dollars (\$100.00) to the owner, which amount  
23 shall be assessed to the owner's utility account.

24  
25 (h) One (1) commercial freestanding, temporary sign may be erected or maintained on  
26 residential property without a permit only under the following conditions:

27  
28 (1) The display surface area of the sign shall be no more than one (1) square foot in  
29 area;

30 (2) The height of the sign shall be no more than three (3) feet above ground level;  
31 and

32 (3) The sign must be located within an area not to exceed five (5) feet in distance  
33 from the front of the front elevation of the residential structure.

34  
35 (i) A permit for the erection for a maximum of thirty (30) days of one (1) grand opening  
36 sign for a new business may be issued upon the submission to the city of an application for a  
37 certificate of occupancy for a new business. Banners used as temporary signage attached to the  
38 facade of a building announcing the opening of a business. A change of ownership or an existing  
39 business does not qualify for a grand opening sign. There shall be no fee for a temporary grand  
40 opening sign. A temporary sign permit must be obtained in accordance with subparagraph (g) of  
41 this section.

42  
43 (j) One temporary directional sign per business of eight (8) square feet may be erected no  
44 closer than twelve (12) feet to the curb line at the entrance to the business when access to the  
45 business has been partially or completely blocked due to a public construction project when the  
46 access will be impeded in excess of seven (7) days. The sign shall contain only the "name of the

1 business" and the word "entrance," or a direction arrow. It shall be removed within forty-eight  
2 (48) hours after the project has been substantially completed as determined by the city. A permit  
3 shall be required, but the fee shall be waived. All other regulations of this section shall be  
4 followed.

5  
6 (k) Temporary signage associated with a sales event, anniversary or holiday may be attached  
7 to shopping cart collection and/or gas station pump topper areas without penalty or permit  
8 requirements.

9  
10 **Section 3.** That the Midwest City Municipal Code, Chapter 9, Building and Building Regulations,  
11 Article VII, Sign Regulations, Section 9-394, Illegal, nonconforming, deteriorated and vacant  
12 signs; is hereby amended to read as follows:

13  
14 **Sec. 9-394. - Illegal, nonconforming, deteriorated and vacant signs.**

15  
16 In order to achieve the general purpose and objectives of this article, it is necessary to provide  
17 for the removal or conformance of signs that are designated as illegal, nonconforming,  
18 deteriorated or vacant. The following subsections identify circumstances under which such  
19 designations occur and the method of correction and/or disposition required:

20  
21 (1) Any permanent sign erected or altered that does not comply with the provisions of this  
22 article shall be removed from the premises upon which it is located within thirty (30) days from  
23 the notice of violation and shall not be erected anywhere in the city until a sign permit is issued.  
24 Any temporary sign erected that does not comply with the provisions of this article is subject to  
25 immediate seizure and removal by the city.

26  
27 (2) It is the declared intent of the city to have nonconforming signs brought into conformity.  
28 The right to operate and maintain nonconforming signs shall terminate in accordance with the  
29 following schedule:

30  
31 a. All signs that are nonconforming for the following reasons shall immediately be  
32 removed or brought into conformance with the provisions of this section upon notification to the  
33 owner by the city:

34  
35 1. They constitute a traffic hazard, or block or restrict the visibility of  
36 motorists; or

37  
38 2. They constitute a possible hazard to the general health, safety and welfare  
39 of the public of the city.

40  
41 b. Signs located within the public right-of-way, as set out in subsection 9-385(c) of  
42 this Code, are not in compliance with the provisions of this article. Those signs that are not  
43 covered by subsection (2)a. of this section shall be removed or brought into conformance on or  
44 before the effective date as noted in this section.

1 c. Billboards that are not in compliance with the provisions of this article shall be  
2 brought into compliance upon notification to the owner by the city.

3  
4 d. Freestanding signs that are not in compliance with:

- 5  
6 1. The height limitation contained in subsection 9-386(b) of this Code;  
7 2. The display surface area limitation contained in subsection 9-386(h) of  
8 this Code;  
9 3. The number and/or spacing limitations contained in subsection 9-386(c)  
10 of this Code; or  
11 4. The pole cover requirements contained in subsection 9-386(j) of this  
12 Code.

13  
14 e. Freestanding signs shall be brought into compliance with the provisions above, at  
15 the time any modifications or repairs are made to the sign:

- 16  
17 1. That would cause an increase or decrease to the height of the sign; and/or  
18 2. That would cause an increase or decrease in the display surface area of the  
19 sign; and/or  
20 3. That would cause a change to the shape of the sign; and/or  
21 4. That would cause any modifications to, additions to or removal of any  
22 structural components of the sign; and/or  
23 5. That would cause the overall sign area to be increased or decreased due  
24 the number of reader boards on the sign or the area of signs.

25  
26 f. Routine maintenance and repair will not require a sign to be brought into  
27 compliance with the provisions above. Such repairs would include, but are not limited to:

- 28  
29 1. The painting of the structural elements of the sign; and/or  
30 2. Simple refacing of an existing sign where no structural changes are made;  
31 and/or  
32 3. Electrical repairs to an existing sign made while the sign remains in place.  
33 4. The addition of a digital sign component is allowed as long as the overall  
34 structural design of the sign is not altered.

35  
36 g. All other nonconforming signs except as outlined by subsections (2)a—d. of this  
37 section that are not in compliance with the provisions of this article shall be allowed to remain  
38 for such period as subsection (5)b. of this section is complied with.

39  
40 (3) Vacant signs may remain until they become deteriorated signs and shall be removed by  
41 the owner of the sign and/or by the owner of the property on which the sign is located.

42  
43 (4) Deteriorated signs shall be removed by the owner of the sign and/or by the owner of the  
44 property on which the sign is located.

1 (5) If the building official shall find that any sign is in violation of the provisions of this  
2 section, he shall give written notice to the owner.

3  
4 a. The notice shall be personally served on or mailed to the owner by certified mail  
5 at the address shown on the current years tax rolls in the county treasurer's office. If the owner  
6 is unable to be personally served or notified by mail, then notice of the violation shall be posted  
7 on the sign.

8  
9 b. Any illegal, nonconforming or deteriorated sign, except for nonconforming signs  
10 described in subsection (2)a. of this section, that is not removed from the premises or brought  
11 into compliance with this article within thirty (30) days after the service of notice shall be  
12 considered in violation of the provisions of this article and shall be subject to the penalties as set  
13 forth in this article. Each day that the sign remains in violation of this article after the expiration  
14 of the thirty (30) days' time shall constitute a separate offense. Signs described in subsection  
15 (2)a. of this section shall be brought into compliance or removed immediately upon notification.

16  
17 c. Signs placed within the public right-of-way or on utility poles ~~are subject to~~  
18 immediate removal shall be removed by the city upon discovery.

19  
20 (6) Removal by the city.

21  
22 a. The city may remove any deteriorated sign that the owner fails to remove after  
23 notification. Storage and renewal charges shall be borne by the owner and, if unpaid upon  
24 demand, the city clerk shall cause the charges to be placed on the tax rolls for any property  
25 owned by the owner of the sign within the city.

26  
27 b. Any sign located within the city that constitutes an immediate danger shall be  
28 removed without notice and the costs shall be borne as provided by subsection (6)a. of this  
29 section.

30  
31 c. Any sign placed within the public right-of-way or on a utility pole shall be  
32 removed immediately by the city and shall be disposed of as provided by ordinance for the  
33 disposition of unclaimed property.

34  
35 d. Any nonconforming sign that must be removed or brought into conformance with  
36 the requirements of this article shall be removed by the city upon the owner's failure to bring the  
37 sign into conformance with this article. Costs shall be borne by the owner as provided in  
38 subsection (6)a. of this section.

39  
40 e. Any sign that is removed by the city under subsections (6)a., b. or d., of this  
41 section shall be stored for a period of two (2) months at which time the sign shall be deemed  
42 abandoned and disposed of as provided by ordinance for the disposition of unclaimed property.

43  
44 f. The addition of a digital sign to an existing sign without changing the overall  
45 structure of design of the existing sign will not be subject to this section.

1 **Section 4.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
2 repealed.

3  
4 **Section 5.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
5 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
6 of the ordinance.

7  
8 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
9 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

10  
11 **THE CITY OF MIDWEST CITY, OKLAHOMA**

12  
13  
14 \_\_\_\_\_  
15 MATTHEW D. DUKES, II, Mayor

16  
17 ATTEST:

18  
19  
20 \_\_\_\_\_  
21 SARA HANCOCK, City Clerk

22  
23  
24 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

25  
26  
27 \_\_\_\_\_  
28 DONALD D. MAISCH, City Attorney



1           *Billboard:* A sign upon which advertising or other message may be posted, painted,  
2 pasted or affixed, and which directs attention to a business, organization, event, person, place,  
3 commodity, service or entertainment conducted, sold, located, manufactured, used or offered at  
4 a location other than the premises on which the sign is located.

5  
6           *Bulletin board sign:* A sign that indicates the name of a governmental, religious,  
7 educational or other noncommercial institution on whose premises it is located, and which may  
8 contain the names of individuals connected with it and general announcements of events or  
9 activities occurring at the institution, or similar messages not advertising a specific product or  
10 business service.

11  
12           *Canopy:* A fixed shelter of any material and of any length projecting from a building and  
13 supported by columns or posts from the ground, or a freestanding shelter supported by columns  
14 or posts from the ground.

15  
16           *Changeable copy sign:* A permanent ground or pole sign consisting of nonstructural  
17 panels or individual message elements such as letters, numbers or symbols that are designed and  
18 intended for manual replacement or alteration after the sign is erected.

19  
20           *Civic center:* An area described as a part of the west one-half ( $W\frac{1}{2}$ ) of the southwest  
21 quarter ( $SW\frac{1}{4}$ ) of Section 35, Township 12 North, Range 2 West of the Indian Meridian,  
22 Oklahoma County, Oklahoma, beginning at a point fifty (50) feet north and fifty (50) feet east  
23 of the southwest corner of said section, north 758.33 feet, thence east 1,267.98 feet, thence south  
24 758.33 feet, thence west to the point of beginning.

25  
26           *Commercial temporary sign:* A temporary sign that is not a noncommercial temporary  
27 sign and that identifies, advertises or directs attention to a business or is intended to induce  
28 purchase of a good, property or service including, without limitation, any sign naming a brand  
29 of good or service.

30  
31           *Construction sign:* A sign identifying a construction project erected on the premises  
32 where construction is taking place, during the period of such construction, and containing  
33 information pertinent to the construction project such as the names of the architects, engineers,  
34 landscape architects, contractors or similar artisans, and the owners, lending institutions and  
35 other parties having a role or interest in the structure or project.

36  
37           *Decoration:* Illustration, symbol, flag, streamer, bunting, wreath, figure, insignia or other  
38 devices employed to express and/or illustrate a message or patriotic holiday or seasonal  
39 character.

40  
41           *Deteriorated sign:* A permanent sign that is partially dilapidated or in need of repair.

42  
43           *Digital sign:* are a form of electronic display that show television programming, menus,  
44 information, advertising and other messages, utilizing technologies such as LCD, LED, plasma  
45 displays, or projected images to display content.



1           *Directional sign:* A sign that directs the movement or placement of pedestrian or  
2 vehicular traffic on the premises where the sign is located.

3  
4           *Display surface:* The surface of a sign upon, against or through which the message is  
5 displayed or illustrated.

6  
7           *Display surface area:* The net geometric area enclosed by the display surface of the sign  
8 including the outer extremities of all letters, figures, characters and delineations; provided,  
9 however, display surface area shall not include the structural supports for freestanding signs if  
10 the structural supports are so arranged so as not to become a part of the attention-attracting aspect  
11 of the sign; provided, further, that only one (1) face of a double-faced sign as defined herein  
12 shall be considered in determining the display surface area.

13  
14           *Double-faced sign:* Any sign that has more than one (1) display surface.

15  
16           *Erect:* To build, attach, hang, place, suspend, affix, construct or allow to be constructed,  
17 including the painting of wall signs.

18  
19           *Flashing sign:* An illuminated sign, other than an automatic, changing sign, on which  
20 artificial or reflected light is not maintained stationary and constant in light intensity and color  
21 at all times when in use.

22  
23           *Freestanding sign:* Any sign that is attached to or a part of a completely self-supporting  
24 structure that is not attached to any building or any other structure and is anchored firmly to or  
25 below the ground surface (see ground sign and pole sign).

26  
27           *Frontage:* The area between the boundary lines of a lot or parcel of land along the street  
28 right-of-way.

29  
30           *Ground sign:* A freestanding sign that is secured to a fixed base, usually at ground level  
31 or a slight elevation above ground, rather than being pole-mounted.

32  
33           *Identification nameplate:* A wall sign giving any combination of the name, address, and  
34 recognized symbol or logo of a building, business or establishment that is attached to and flat  
35 against the wall of a building.

36  
37           *Illegal sign:* Any sign that in any manner does not conform to all of the requirements of  
38 this Code.

39  
40           *Illuminated sign:* Any sign that has characters, letters, figures, designs or outlines  
41 illuminated by electric lights or luminous tubes whether such sources of illumination are a part  
42 of the sign or not.

43  
44           *Illumination:* Lighting from a source concealed or contained within a sign which  
45 becomes visible through a translucent surface or lighting performed by spotlights or other  
46 lighting devices that are not a part of the sign display surface including those lighting devices

1 that are extended from the sign by means of a rod or rods from which the illumination is directed  
2 toward the display surface area of the sign.

3  
4 *Marquee:* A permanent roof-like structure projecting beyond a building wall at an  
5 entrance to a building or extending along and projecting beyond the building's wall and generally  
6 designed and constructed to provide protection against the weather.

7  
8 *Memorial sign:* A sign, tablet or plaque commemorating a person, event, structure or site.

9  
10 *Noncombustible:* Any material that does not ignite below twelve hundred (1,200) degrees  
11 Fahrenheit or disintegrate, melt or give off toxic odor or fumes.

12  
13 *Noncommercial temporary sign:* A temporary sign that in no way identifies, advertises  
14 or directs attention to a business, good, property or service, or is intended to induce purchase of  
15 a good, property or service, or portrays or symbolizes a good, property or service especially but,  
16 without limitation, a brand or trade name, an identifiable container shape or a trademark.

17  
18 *Nonconforming sign:* A sign that was lawfully erected, altered, moved or maintained  
19 under previous ordinances of the city but does not conform to the provisions of this article.

20  
21 *Owner:* The fee owner of a sign, the lessee of the sign, the fee holder of the property  
22 upon which the sign is located, the leaseholder of such property or the individual, person or  
23 business who has purchased the copy on a sign, or the agent of any of the listed entities.

24  
25 *Parcel:* A contiguous area of land described in a single description in a deed or as one of  
26 a number of lots on a plat; separately owned, either publicly or privately; and capable of being  
27 separately conveyed.

28  
29 *Permanent sign:* A sign that, by its construction and made of such materials, is intended  
30 to remain erected and in use for an extended period of time.

31  
32 *Pole cover:* A decorative covering constructed of materials that are attractive,  
33 aesthetically pleasing and architecturally consistent with the sign and/or the main building on  
34 the premises, built the full length of and entirely surrounding the freestanding poles on which  
35 the sign is mounted.

36  
37 *Pole sign:* A freestanding sign that is mounted on one (1) or more freestanding poles or  
38 other supports.

39  
40 *Political sign:* A sign announcing or supporting one (1) or more political candidates or  
41 issues in connection with any national, state, county or local election.

42  
43 *Portable sign:* A sign, whether mounted on a chassis with tires or wheels for transport  
44 from one place to another, designed to be movable from one location to another and not  
45 permanently attached to the ground or to any immobile structure, the primary function of which

1 is to provide advertisement of products or services in connection with a business or activity  
2 located on the same site as the portable sign or elsewhere.

3  
4 *Projecting sign:* A sign, other than a banner, that is attached to, and is wholly or partially  
5 dependent upon a building for support and that extends beyond the line of the building or beyond  
6 the surface of that portion of the building to which it is attached.

7  
8 *Public use or public service sign:* A sign of a governmental or noncommercial nature  
9 including public transit and public utility information signs, traffic control signs and any other  
10 sign erected by a public officer in the performance of a public duty.

11  
12 *Real estate sign:* A temporary sign pertaining to the sale or lease of a parcel or tract of  
13 land or to the sale or lease of one (1) or more structures.

14  
15 *Roof sign:* A sign that is erected, constructed and maintained wholly upon or over the  
16 roof of any building with the principal support of the sign on the roof structure.

17  
18 *Setback:* A distance measured horizontally from, and perpendicular to, the right-of-way  
19 line of a street or a property line to the nearest edge of the sign.

20  
21 *Sight triangle:* As defined by subsections 4.8.3(a) and (b) of appendix A of this Code.

22  
23 *Sign:* Any object, announcement, declaration, demonstration, display, illustration,  
24 insignia, device, display or structure or part thereof, including a digital sign, situated outdoors  
25 in view of the general public that is used to advertise, identify, promote, display, direct or attract  
26 attention to or promote the interest of an object, person, institution, corporation, organization,  
27 business, product, service, event or location by any means including words, letters, figures,  
28 designs, symbols, fixtures, colors, motion, illumination or projected images, whether illuminated  
29 or not, including, but not limited to, every billboard, wall sign, roof sign, projecting sign, ground  
30 sign, pole sign, window sign, changeable copy sign, temporary sign, portable sign, commercial  
31 bills, commercial posters, commercial pictures, commercial lithographs, commercial maps,  
32 commercial plats, commercial samples or other commercial devices or advertisements of any  
33 kind or any other attention-getting device or other display whether affixed to a building or  
34 separate from a building.

35  
36 *Sign contractor:* Any person, firm, partnership, association or corporation involved in  
37 the installation, repair, alteration or service of any electric sign, all permanent or temporary signs  
38 involving structural requirements of the building code and/or electrical requirements of the  
39 electric code and/or billposting.

40  
41 *Structure:* Anything built or constructed whether or not permanently attached to the  
42 ground.

43  
44 *Subdivision construction sign:* An on-premises sign with a display surface area of fifty  
45 (50) square feet or less containing information about a particular subdivision as a whole, which

1 information may include, but may not be limited to, the location, price range and/or amenities  
2 of the subdivision.

3  
4 *Swinging sign:* A sign, all or part of which is animated, revolves, swings or is otherwise  
5 designed to move by mechanical means or by the force of the wind.

6  
7 *Temporary sign:* Any sign, either commercial or noncommercial, that is not a permanent  
8 sign which may include, but shall not be limited to, a balloon or other inflatable, banner, thirty  
9 (30) feet or shorter section of pennant and/or valance, or any other advertising display.

10  
11 *Temporary sign setback:* A twelve-foot distance measured horizontally from, and  
12 perpendicular to, the curb or, where there is no curb, other discernible edge of the street or road.

13  
14 *Vacant sign:* A sign that pertains to a building or is on a parcel of land that:

- 15  
16 (1) Has been unoccupied for a period of six (6) consecutive months; or  
17 (2) Refers to a business, product, service, event or purpose that has been  
18 inapplicable for three (3) consecutive months or is no longer provided on the premises  
19 where the sign is located; or  
20 (3) Identifies a time, event or purpose that has passed or no longer applies; or  
21 (4) In the case of a billboard, is vacant of copy or that advertises an  
22 establishment, good or service that no longer exists.

23  
24 *Wall sign:* Any sign painted on or attached to and erected parallel to the face of, or erected  
25 and confined within the limits of, the outside wall of any building and supported by such wall or  
26 building; and which displays only one (1) advertising surface including awning and canopy,  
27 identification, marquee, module and projecting signs.

28  
29 *Window display:* Any sign placed inside a structure on a window.

30  
31 **Section 3.** That the Midwest City Municipal Code, Chapter 9, Building and Building Regulations,  
32 Article VII, Sign Regulations, Section 9-391, Temporary signs; is hereby amended to read as  
33 follows:

34  
35 **Section 9-391, Temporary signs.**

36  
37 (a) No commercial temporary sign located on nonresidential property shall exceed sixteen  
38 (16) square feet in display surface area and shall not be taller than three (3) feet measured from  
39 ground level. The maximum size of the display surface area of the sign shall not exceed two (2)  
40 feet in any one (1) of its dimensions. No temporary sign located on residential property shall  
41 exceed eight (8) square feet in display surface area.

42  
43 (b) Balloons shall not be used as commercial temporary signs.

44  
45 (c) Every temporary sign weighing more than fifty (50) pounds must be approved by the city  
46 as conforming to the safety requirements of the building code of the city.

1  
2 (d) No temporary sign shall extend over or into any street, alley, sidewalk or other public  
3 thoroughfare. Temporary signs shall not extend a distance greater than four (4) inches from the  
4 wall upon which it is erected, and such signs shall not be placed or projected over any wall  
5 opening.

6  
7 (e) Every temporary sign shall be in full compliance with this article.

8  
9 (f) No temporary sign shall be placed, installed, erected or maintained within the temporary  
10 sign setback on arterial streets and on nonresidential property.

11  
12 (g) No commercial temporary sign may be erected or maintained without a permit except as  
13 noted in subsection 9-391(h) of this Code. Each city utility account or separate parcel identified  
14 by a legal address in the city is entitled to eight (8) commercial temporary sign permits each  
15 year. The fee for each commercial temporary sign permit shall be fifty dollars (\$50.00); however,  
16 nonprofit organizations that produce their letter from the Internal Revenue Service proving their  
17 nonprofit status shall be exempt from the fee. Permits for commercial temporary signs shall  
18 authorize the erection of the signs and their maintenance for a period not exceeding seven (7)  
19 consecutive days. Any commercial temporary sign maintained in excess of seven (7) consecutive  
20 days shall be deemed an illegal sign and must be removed by the owner. If the owner fails to  
21 remove the sign, the city may do so and charge the cost of such removal and any storage of the  
22 sign, the minimum of which shall be one hundred dollars (\$100.00) to the owner, which amount  
23 shall be assessed to the owner's utility account.

24  
25 (h) One (1) commercial freestanding, temporary sign may be erected or maintained on  
26 residential property without a permit only under the following conditions:

27  
28 (1) The display surface area of the sign shall be no more than one (1) square foot in  
29 area;

30 (2) The height of the sign shall be no more than three (3) feet above ground level;  
31 and

32 (3) The sign must be located within an area not to exceed five (5) feet in distance  
33 from the front of the front elevation of the residential structure.

34  
35 (i) A permit for the erection for a maximum of thirty (30) days of one (1) grand opening  
36 sign for a new business may be issued upon the submission to the city of an application for a  
37 certificate of occupancy for a new business. Banners used as temporary signage attached to the  
38 facade of a building announcing the opening of a business. A change of ownership or an existing  
39 business does not qualify for a grand opening sign. There shall be no fee for a temporary grand  
40 opening sign. A temporary sign permit must be obtained in accordance with subparagraph (g) of  
41 this section.

42  
43 (j) One temporary directional sign per business of eight (8) square feet may be erected no  
44 closer than twelve (12) feet to the curb line at the entrance to the business when access to the  
45 business has been partially or completely blocked due to a public construction project when the  
46 access will be impeded in excess of seven (7) days. The sign shall contain only the "name of the

1 business" and the word "entrance," or a direction arrow. It shall be removed within forty-eight  
2 (48) hours after the project has been substantially completed as determined by the city. A permit  
3 shall be required, but the fee shall be waived. All other regulations of this section shall be  
4 followed.

5  
6 (k) Temporary signage associated with a sales event, anniversary or holiday may be attached  
7 to shopping cart collection and/or gas station pump topper areas without penalty or permit  
8 requirements.

9  
10 **Section 3.** That the Midwest City Municipal Code, Chapter 9, Building and Building Regulations,  
11 Article VII, Sign Regulations, Section 9-394, Illegal, nonconforming, deteriorated and vacant  
12 signs; is hereby amended to read as follows:

13  
14 **Sec. 9-394. - Illegal, nonconforming, deteriorated and vacant signs.**

15  
16 In order to achieve the general purpose and objectives of this article, it is necessary to provide  
17 for the removal or conformance of signs that are designated as illegal, nonconforming,  
18 deteriorated or vacant. The following subsections identify circumstances under which such  
19 designations occur and the method of correction and/or disposition required:

20  
21 (1) Any permanent sign erected or altered that does not comply with the provisions of this  
22 article shall be removed from the premises upon which it is located within thirty (30) days from  
23 the notice of violation and shall not be erected anywhere in the city until a sign permit is issued.  
24 Any temporary sign erected that does not comply with the provisions of this article is subject to  
25 immediate seizure and removal by the city.

26  
27 (2) It is the declared intent of the city to have nonconforming signs brought into conformity.  
28 The right to operate and maintain nonconforming signs shall terminate in accordance with the  
29 following schedule:

30  
31 a. All signs that are nonconforming for the following reasons shall immediately be  
32 removed or brought into conformance with the provisions of this section upon notification to the  
33 owner by the city:

34  
35 1. They constitute a traffic hazard, or block or restrict the visibility of  
36 motorists; or

37  
38 2. They constitute a possible hazard to the general health, safety and welfare  
39 of the public of the city.

40  
41 b. Signs located within the public right-of-way, as set out in subsection 9-385(c) of  
42 this Code, are not in compliance with the provisions of this article. Those signs that are not  
43 covered by subsection (2)a. of this section shall be removed or brought into conformance on or  
44 before the effective date as noted in this section.



1 c. Billboards that are not in compliance with the provisions of this article shall be  
2 brought into compliance upon notification to the owner by the city.

3  
4 d. Freestanding signs that are not in compliance with:

- 5  
6 1. The height limitation contained in subsection 9-386(b) of this Code;  
7 2. The display surface area limitation contained in subsection 9-386(h) of  
8 this Code;  
9 3. The number and/or spacing limitations contained in subsection 9-386(c)  
10 of this Code; or  
11 4. The pole cover requirements contained in subsection 9-386(j) of this  
12 Code.

13  
14 e. Freestanding signs shall be brought into compliance with the provisions above, at  
15 the time any modifications or repairs are made to the sign:

- 16  
17 1. That would cause an increase or decrease to the height of the sign; and/or  
18 2. That would cause an increase or decrease in the display surface area of the  
19 sign; and/or  
20 3. That would cause a change to the shape of the sign; and/or  
21 4. That would cause any modifications to, additions to or removal of any  
22 structural components of the sign; and/or  
23 5. That would cause the overall sign area to be increased or decreased due  
24 the number of reader boards on the sign or the area of signs.

25  
26 f. Routine maintenance and repair will not require a sign to be brought into  
27 compliance with the provisions above. Such repairs would include, but are not limited to:

- 28  
29 1. The painting of the structural elements of the sign; and/or  
30 2. Simple refacing of an existing sign where no structural changes are made;  
31 and/or  
32 3. Electrical repairs to an existing sign made while the sign remains in place.  
33 4. The addition of a digital sign component is allowed as long as the overall  
34 structural design of the sign is not altered.

35  
36 g. All other nonconforming signs except as outlined by subsections (2)a—d. of this  
37 section that are not in compliance with the provisions of this article shall be allowed to remain  
38 for such period as subsection (5)b. of this section is complied with.

39  
40 (3) Vacant signs may remain until they become deteriorated signs and shall be removed by  
41 the owner of the sign and/or by the owner of the property on which the sign is located.

42  
43 (4) Deteriorated signs shall be removed by the owner of the sign and/or by the owner of the  
44 property on which the sign is located.



1 (5) If the building official shall find that any sign is in violation of the provisions of this  
2 section, he shall give written notice to the owner.

3  
4 a. The notice shall be personally served on or mailed to the owner by certified mail  
5 at the address shown on the current years tax rolls in the county treasurer's office. If the owner  
6 is unable to be personally served or notified by mail, then notice of the violation shall be posted  
7 on the sign.

8  
9 b. Any illegal, nonconforming or deteriorated sign, except for nonconforming signs  
10 described in subsection (2)a. of this section, that is not removed from the premises or brought  
11 into compliance with this article within thirty (30) days after the service of notice shall be  
12 considered in violation of the provisions of this article and shall be subject to the penalties as set  
13 forth in this article. Each day that the sign remains in violation of this article after the expiration  
14 of the thirty (30) days' time shall constitute a separate offense. Signs described in subsection  
15 (2)a. of this section shall be brought into compliance or removed immediately upon notification.

16  
17 c. Signs placed within the public right-of-way or on utility poles shall be removed  
18 by the city upon discovery.

19  
20 (6) Removal by the city.

21  
22 a. The city may remove any deteriorated sign that the owner fails to remove after  
23 notification. Storage and renewal charges shall be borne by the owner and, if unpaid upon  
24 demand, the city clerk shall cause the charges to be placed on the tax rolls for any property  
25 owned by the owner of the sign within the city.

26  
27 b. Any sign located within the city that constitutes an immediate danger shall be  
28 removed without notice and the costs shall be borne as provided by subsection (6)a. of this  
29 section.

30  
31 c. Any sign placed within the public right-of-way or on a utility pole shall be  
32 removed immediately by the city and shall be disposed of as provided by ordinance for the  
33 disposition of unclaimed property.

34  
35 d. Any nonconforming sign that must be removed or brought into conformance with  
36 the requirements of this article shall be removed by the city upon the owner's failure to bring the  
37 sign into conformance with this article. Costs shall be borne by the owner as provided in  
38 subsection (6)a. of this section.

39  
40 e. Any sign that is removed by the city under subsections (6)a., b. or d., of this  
41 section shall be stored for a period of two (2) months at which time the sign shall be deemed  
42 abandoned and disposed of as provided by ordinance for the disposition of unclaimed property.

43  
44 f. The addition of a digital sign to an existing sign without changing the overall  
45 structure of design of the existing sign will not be subject to this section.

1 **Section 4.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
2 repealed.

3  
4 **Section 5.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
5 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
6 of the ordinance.

7  
8 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
9 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

10  
11 **THE CITY OF MIDWEST CITY, OKLAHOMA**

12  
13  
14 \_\_\_\_\_  
15 MATTHEW D. DUKES, II, Mayor

16  
17 ATTEST:

18  
19  
20 \_\_\_\_\_  
21 SARA HANCOCK, City Clerk

22  
23  
24 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

25  
26  
27 \_\_\_\_\_  
28 DONALD D. MAISCH, City Attorney



**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: November 14, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 20 Housing Code, Article IV, Rental Property, Sections 20-204, Definitions; taking out of reserve and adopting Sections 20-205, 20-206, 20-207, 20-208, 20-209, and 20-210, Reserved; amending 20-211, Crime-Free Rental Housing Program; repealing and placing into Reserve 20-221, Crime-Free Multi-Housing Program; and providing for repealer and severability.

---

The proposed changes to City Ordinance would establish requirements for short term rental properties that are located within Midwest City. Generally, such properties are advertised for rental on Airbnb, VRBO and similar on-line web sites. The proposed changes would define what is a short-term rental, the purpose of these program, licensure requirements, issuance of a license, fees, license renewal, denial, revocation or suspension of a license, and what information is required to be posted at a short term rental property.

These proposed ordinances were taken from ordinances from other Oklahoma Cities, including, Oklahoma City, Tulsa, Stillwater and Norman.

The proposed amendment is recommended for approval by the Ordinance Review Committee.

Respectfully submitted,

Donald D. Maisch  
City Attorney



1 **Section 2.** That the Midwest City Municipal Code, Chapter 20, Housing Code, Article IV, Rental  
2 Property, Sections 20-205, 20-206, 20-207, 20-208. 20-209, and 20-210 - Reserved, are hereby  
3 taken out of reserve and adopted to read as follows:  
4

5 **Section 20-205. – Reserved. Short-term rental program, purpose.**  
6

7 (a) This program shall be known as Short-Term Rental Program.  
8

9 (b) The purpose of the Short-Term Rental Program is to promote the public health and safety  
10 of the citizens of the City of Midwest City and patrons that use and/or reside in short-term rentals  
11 by establishing a licensing and inspection program for short-term rentals.  
12

13  
14 **Section 20-206. – Reserved. Licensed required, application.**  
15

16 (a) Any owner of a short-term rental shall obtain a license from the City’s Engineering and  
17 Construction Services Department before commencing operations. No person shall manage or  
18 operate a short-term rental without obtaining a license and pay all appropriate fees as provided  
19 herein.  
20

21 (b) To obtain a license, the owner of a short-term rental must submit an application in a  
22 format approved by the City’s Engineering and Construction Services Department. The applicant  
23 must attest to the following, comply with all requirements listed below and furnish any necessary  
24 documentation upon request of the City:  
25

26 (1) The name, street address, mailing address, and telephone number of the owner of  
27 the short-term rental, which includes the owner's primary physical address, a mailing address,  
28 cell phone number and email address;  
29

30 (2) The name, street address, mailing address, and telephone number, which includes  
31 the primary physical address, a mailing address, cell phone number and email address, of the  
32 local agent available to be reached twenty-four (24) hours per day and seven (7) days per week;  
33

34 (3) A certification by the property owner and, if applicable, property manager, that  
35 the property is not subject to outstanding City Code or state law violations;  
36

37 (4) Proof of current, valid property insurance;  
38

39 (5) Demonstration of the ability to pay the City’s hotel tax as of the date of  
40 submission of the application;  
41

42 (6) The number of bedrooms and the proposed occupancy limits;  
43

44 (7) A diagram showing the proposed layout of the property use and any on-site  
45 parking available, including a floor plan indicating fire exits and escape routes;  
46

47 (8) All required egress windows in bedrooms must be operational;  
48

1           (9) Has sufficient number of operational smoke detectors and carbon monoxide  
2 detectors based on the square footage of the short-term rental as required by the Building Code  
3 and appropriate number and location of fire extinguishers based on the square footage of the  
4 short-term rental as required by the Fire Code;

5  
6           (10) That the property is in compliance with applicable provisions of the City's  
7 minimum property maintenance, building, electrical, mechanical and plumbing codes;

8  
9           (11) An annual fire and life safety inspection;

10  
11           (12) Notification of affected property owners: All recorded property owners  
12 immediately adjacent to or directly across the street or alley in any direction from the subject  
13 property shall be notified of an application for a short-term rental. This notice, as provided by  
14 the City's Engineering and Construction Services Department with the application, shall contain  
15 the name, address, phone number, email of the property owner and the required local agent,  
16 along with contact information for City offices, such as Code Enforcement, the Midwest City  
17 Police Department, Parking Services and any other necessary contact information;

18  
19           (13) Restrict rental to anyone under the age of eighteen (18) unless the rental is to a  
20 parent or guardian;

21  
22           (14) The short-term rental shall not be used for any social event that exceeds the  
23 occupancy limit for the short-term rental or any commercial event;

24  
25           (15) The short-term rental shall outwardly appear as a residential dwelling;

26  
27           (16) The short-term rental shall not adversely affect the residential character of the  
28 neighborhood, nor shall the short-term rental generate noise that exceeds the requirements  
29 contained in Chapter 26 of the Midwest City Municipal Code, vibration, glare, odors or other  
30 effects that unreasonably interfere with any other person's quiet enjoyment of their residence;

31  
32           (17) No guest of a short-term rental shall be allowed to use sound equipment, amplified  
33 music or amplified musical instruments;

34  
35           (18) No guest of a short-term rental shall violate any parking ordinances of the City of  
36 Midwest City;

37  
38           (19) All parking of vehicles at a short-term rental shall be off of the street;

39  
40           (20) No guest of a short-term rental shall violate any open burning ordinances of the  
41 City of Midwest City, see Section 15-100 *et seq.* of the City Ordinances for the City of Midwest  
42 City;

43  
44           (21) If the owner and/or manager of the short-term rental does not reside within the  
45 corporate city limits of the City of Midwest City, then there shall be identified an individual or  
46 individuals to serve as local contacts to respond to emergency conditions. The local contact  
47 must be able to respond to an emergency condition upon notification by a guest, a Midwest City  
48 Employee; by law enforcement, by any first responder, or by any individual. Any change to the

1 local contact must be provided to the City of Midwest City within three (3) business days of the  
2 date of the change;

3  
4 (22) Only residential, mixed-use or transit-oriented development properties may be  
5 used as a short-term rental, commercial only or industrial properties shall not be used as a short-  
6 term rental;

7  
8 (23) Post the license in a conspicuous location at the short-term rental;

9  
10 (24) Any other information requested by the City; and

11  
12 (25) Any fraud, material misrepresentation, or false statements contained in the  
13 attestations, required documentations, or correlating application material shall be grounds for  
14 immediate revocation of short-term rental license. Furthermore, all requirements herein, shall be  
15 continuously maintained throughout the duration of the permit.

16  
17  
18 **Section 20-207. – Reserved. Issuance of license requirements.**

19  
20 (a) Upon satisfactory submission of the required attestations, compliance with all  
21 requirements, payment of all applicable fees and requested documentation, the City may issue  
22 an annual short-term rental license. The license shall contain the following information:

23  
24 (1) Street address of the short-term rental;

25  
26 (2) License holder's name;

27  
28 (3) License number and rental limitations, including bedroom limit and guest  
29 occupancy limit;

30  
31 (4) Contact information (name, cell phone, email) of local contact able to respond to  
32 on-premises complaints;

33  
34 (5) Proof of payment of all applicable fees as of the date of submission of the  
35 application;

36  
37 (6) Dates license is valid;

38  
39 (7) The structure has a valid certificate of occupancy or compliance, as required by  
40 the City Code, issued no more than ten (10) years before the date the application is submitted to  
41 the City, or the structure has been determined by the City Code official not to pose a hazard to  
42 life, health, or public safety, based on a minimum life-safety inspection; and

43  
44 (8) The property is not subject to outstanding City Code or state law violations. A  
45 violation of any provision of the City Code or other applicable law is grounds to deny, suspend,  
46 or revoke a license.

47  
48 **Section 20-208. – Reserved. Fees and taxes.**



1  
2 (a) The application fee for a short-term rental shall be fifty dollars (\$50.00).

3  
4 (b) The initial license fee for a short-term rental shall be one hundred and fifty dollars  
5 (\$150.00).

6  
7 (c) The renewal license fee for a short-term rental shall be one hundred dollars (\$100.00),  
8 which includes one annual inspection fee.

9  
10 (d) The inspection fee for a short-term rental, in addition to the first annual renewal  
11 inspection if required, shall be fifty dollars (\$50.00) for each inspection thereafter.

12  
13 (e) In addition to the fees listed above, all short-term rentals shall be subject to all applicable  
14 taxes contained in the City Ordinances for the City of Midwest City, including, but not limited  
15 to sales tax, as set forth in Chapter 40, Article II and hotel tax, as set forth in Chapter 40, Article  
16 III.

17  
18 **Section 20-209. – Reserved. License renewal.**

19  
20 Except as otherwise provided, a license may be renewed annually if:

21  
22 (1) The licensee pays the renewal fee as established herein;

23  
24 (2) The licensee provides updates of any changes to the information required;

25  
26 (3) The annual inspection is completed and there are no City Code or state law  
27 violations are discovered;

28  
29 (4) The property is not the subject of outstanding City Code or state law violations;

30  
31 (5) The City may deny an application to renew a license if the applicant does not  
32 provide all information necessary to determine that the dwelling unit meets all requirements for  
33 the issuance or renewal of a license; and

34  
35 (6) A violation of any provision of the City Code or other applicable law is grounds  
36 to deny, suspend, or revoke a license.

37  
38  
39 **Section 20-210. – Reserved. Denial, suspension or revocation of license.**

40  
41 (A) The City of Midwest City may deny a license application, suspend or revoke an existing  
42 license if any of the following are found to exist:

43  
44 (1) Failure to comply with any conditions of the short-term rental requirements;

45  
46 (2) The property is the subject of violations of the City Code or state law during a  
47 twenty-four (24) month period prior to submitting the application, based on the following:

- 1                   (A) The frequency of any repeated violations;  
2                   (B) Whether a violation was committed intentionally or knowingly; or  
3                   (C) Any other information that demonstrates the degree to which the owner or  
4                   occupant has endangered public health, safety, or welfare; or

5  
6                   (3) During any inspection the City discovers that the property is in violation of any  
7 provision of the City Code or in violation of any state law.  
8

9                   (B) The City of Midwest City may consider whether a new owner of the short-term rental  
10 has remedied all the issues listed in Paragraph (A) above when making a determination to deny  
11 a license application, suspend or revoke an existing license.  
12

13  
14 **Section 20-211. – Crime-free rental housing program. Required information to be posted**  
15 **and provided to guests.**  
16

17 ~~(a) — Any owner or agent of a residential rental property who desires to participate in the crime-~~  
18 ~~free rental housing program (hereinafter program) must attend a crime-free rental housing~~  
19 ~~program seminar instructed by the city.~~

20 ~~(b) — Each residential rental property to be registered under this program must meet the~~  
21 ~~following minimum standards of the crime prevention through environmental design (CPTED)~~  
22 ~~requirements:~~

23                   ~~(1) — Eye viewer on the front door;~~

24                   ~~(2) — All exterior doors must be solid core wood or metal doors;~~

25                   ~~(3) — Exterior door hinges must have a minimum of one (1), three-inch screw in each~~  
26 ~~door hinge;~~

27                   ~~(4) — Deadbolts on all exterior doors must have at least a one-inch throw and positive~~  
28 ~~locking means;~~

29                   ~~(5) — Strike plates for all deadbolts must have a minimum of two (2), three-inch screws;~~

30                   ~~(6) — Positive locking system must be installed for windows and sliding doors;~~

31                   ~~(7) — Lighting around the perimeter of the dwelling with operable light on at least the~~  
32 ~~front and rear of the dwelling with the light illuminating sufficient to view an object within fifty~~  
33 ~~(50) feet from the dwelling;~~

34                   ~~(8) — Trees must be trimmed up at least six (6) feet and shrubbery trimmed no higher~~  
35 ~~than three (3) feet.~~

36 ~~(c) — Tenants must be provided information on program crime-free tips in writing.~~

37 ~~(d) — Owner or agent must sign a crime-free agreement.~~

38 ~~(e) — All requirements of the program must be met prior to admission into the program.~~

39 ~~(f) — A current copy of the CPTED shall be kept by the city clerk for public review or~~  
40 ~~inspection.~~

41  
42 The license holder shall post the following information in a prominent location in the interior,  
43 clearly visible to guests and provide a packet of the information, summarizing the restrictions  
44 applicable to short-term rental use, including:  
45

46                   (1) The license registration, which includes license number;  
47

- 1           (2) Operator's name and number and property manager, if applicable, name and  
2 number;
- 3
- 4           (3) Local contact person name and number;
- 5
- 6           (4) The location of any all on-site and off-site parking spaces available for guests;
- 7
- 8           (5) Occupancy limits;
- 9
- 10          (6) Noise restrictions, including prohibition on the use of sound equipment, amplified  
11 music and amplified musical instruments;
- 12
- 13          (7) Parking restrictions;
- 14
- 15          (8) Information on relevant burn bans;
- 16
- 17          (9) Information on relevant water restrictions;
- 18
- 19          (10) Trash and recycling collection rules and dates;
- 20
- 21          (11) Prohibition on the use of the short-term rental for commercial events or any social  
22 event that exceeds the occupancy requirements; and
- 23
- 24          (12) Floor plan with fire exit and escape routes, location of fire extinguishers, smoke  
25 detectors and carbon monoxide detectors.

26  
27 **Section 3.** That the Midwest City Municipal Code, Chapter 20, Housing Code, Article IV, Rental  
28 Property, Section 20-221, Crime-free multi-housing program is hereby repealed and placed into  
29 reserve:

30  
31 **Section 20-221. – Crime-free multi-housing program. Reserved.**

32  
33 ~~(a) — All office management staff of a multi housing unit who desire to participate in the~~  
34 ~~crime free rental housing program (hereinafter program) must have attended a crime free rental~~  
35 ~~housing program seminar instructed by the city.~~

36 ~~(b) — Each multi housing unit to be registered under this program must meet the following~~  
37 ~~minimum standards of the crime prevention through environmental design (CPTED)~~  
38 ~~requirements:~~

- 39           ~~(1) — Eye viewer on every front door;~~
- 40           ~~(2) — All exterior doors must be solid core wood or metal doors;~~
- 41           ~~(3) — Exterior door hinges must have a minimum of one (1), three inch screw in each~~  
42 ~~door hinge;~~
- 43           ~~(4) — Deadbolts on all exterior doors must have at least a one inch throw and positive~~  
44 ~~locking means;~~
- 45           ~~(5) — Strike plates for all deadbolts must have a minimum of two (2), three inch screws;~~
- 46           ~~(6) — Positive locking system must be installed for windows and sliding doors;~~

1           ~~(7) — Lighting around the perimeter of the dwelling with operable light on at least the~~  
2 ~~front and rear of the dwelling with the light illuminating sufficient to view an object within fifty~~  
3 ~~(50) feet from the dwelling;~~

4           ~~(8) — Trees must be trimmed up at least six (6) feet and shrubbery trimmed no higher~~  
5 ~~than three (3) feet.~~

6           ~~(e) — Owner must hold an annual crime prevention awareness event to inform tenants of crime-~~  
7 ~~free prevention tips.~~

8           ~~(d) — All requirements of the program must be met prior to admission into the program.~~

9           ~~(e) — A current copy of the CPTED shall be kept by the city clerk for public review or~~  
10 ~~inspection.~~

11  
12 **Section 4.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
13 repealed.

14  
15 **Section 5.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
16 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
17 of the ordinance.

18  
19  
20 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
21 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

22  
23 **THE CITY OF MIDWEST CITY, OKLAHOMA**

24  
25  
26  
27 \_\_\_\_\_  
28 MATTHEW D. DUKES, II, Mayor

29 ATTEST:

30  
31  
32 \_\_\_\_\_  
33 SARA HANCOCK, City Clerk

34  
35  
36 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

37  
38  
39 \_\_\_\_\_  
40 DONALD D. MAISCH, City Attorney



1 **Section 2.** That the Midwest City Municipal Code, Chapter 20, Housing Code, Article IV, Rental  
2 Property, Sections 20-205, 20-206, 20-207, 20-208. 20-209, and 20-210 - Reserved, are hereby  
3 taken out of reserve and adopted to read as follows:  
4

5 **Section 20-205. – Short-term rental program, purpose.**  
6

7 (a) This program shall be known as Short-Term Rental Program.  
8

9 (b) The purpose of the Short-Term Rental Program is to promote the public health and safety  
10 of the citizens of the City of Midwest City and patrons that use and/or reside in short-term rentals  
11 by establishing a licensing and inspection program for short-term rentals.  
12  
13

14 **Section 20-206. – Licensed required, application.**  
15

16 (a) Any owner of a short-term rental shall obtain a license from the City’s Engineering and  
17 Construction Services Department before commencing operations. No person shall manage or  
18 operate a short-term rental without obtaining a license and pay all appropriate fees as provided  
19 herein.  
20

21 (b) To obtain a license, the owner of a short-term rental must submit an application in a  
22 format approved by the City’s Engineering and Construction Services Department. The applicant  
23 must attest to the following, comply with all requirements listed below and furnish any necessary  
24 documentation upon request of the City:  
25

26 (1) The name, street address, mailing address, and telephone number of the owner of  
27 the short-term rental, which includes the owner's primary physical address, a mailing address,  
28 cell phone number and email address;  
29

30 (2) The name, street address, mailing address, and telephone number, which includes  
31 the primary physical address, a mailing address, cell phone number and email address, of the  
32 local agent available to be reached twenty-four (24) hours per day and seven (7) days per week;  
33

34 (3) A certification by the property owner and, if applicable, property manager, that  
35 the property is not subject to outstanding City Code or state law violations;  
36

37 (4) Proof of current, valid property insurance;  
38

39 (5) Demonstration of the ability to pay the City’s hotel tax as of the date of  
40 submission of the application;  
41

42 (6) The number of bedrooms and the proposed occupancy limits;  
43

44 (7) A diagram showing the proposed layout of the property use and any on-site  
45 parking available, including a floor plan indicating fire exits and escape routes;  
46

47 (8) All required egress windows in bedrooms must be operational;  
48

1 (9) Has sufficient number of operational smoke detectors and carbon monoxide  
2 detectors based on the square footage of the short-term rental as required by the Building Code  
3 and appropriate number and location of fire extinguishers based on the square footage of the  
4 short-term rental as required by the Fire Code;

5  
6 (10) That the property is in compliance with applicable provisions of the City's  
7 minimum property maintenance, building, electrical, mechanical and plumbing codes;

8  
9 (11) An annual fire and life safety inspection;

10  
11 (12) Notification of affected property owners: All recorded property owners  
12 immediately adjacent to or directly across the street or alley in any direction from the subject  
13 property shall be notified of an application for a short-term rental. This notice, as provided by  
14 the City's Engineering and Construction Services Department with the application, shall contain  
15 the name, address, phone number, email of the property owner and the required local agent,  
16 along with contact information for City offices, such as Code Enforcement, the Midwest City  
17 Police Department, Parking Services and any other necessary contact information;

18  
19 (13) Restrict rental to anyone under the age of eighteen (18) unless the rental is to a  
20 parent or guardian;

21  
22 (14) The short-term rental shall not be used for any social event that exceeds the  
23 occupancy limit for the short-term rental or any commercial event;

24  
25 (15) The short-term rental shall outwardly appear as a residential dwelling;

26  
27 (16) The short-term rental shall not adversely affect the residential character of the  
28 neighborhood, nor shall the short-term rental generate noise that exceeds the requirements  
29 contained in Chapter 26 of the Midwest City Municipal Code, vibration, glare, odors or other  
30 effects that unreasonably interfere with any other person's quiet enjoyment of their residence;

31  
32 (17) No guest of a short-term rental shall be allowed to use sound equipment, amplified  
33 music or amplified musical instruments;

34  
35 (18) No guest of a short-term rental shall violate any parking ordinances of the City of  
36 Midwest City;

37  
38 (19) All parking of vehicles at a short-term rental shall be off of the street;

39  
40 (20) No guest of a short-term rental shall violate any open burning ordinances of the  
41 City of Midwest City, see Section 15-100 *et seq.* of the City Ordinances for the City of Midwest  
42 City;

43  
44 (21) If the owner and/or manager of the short-term rental does not reside within the  
45 corporate city limits of the City of Midwest City, then there shall be identified an individual or  
46 individuals to serve as local contacts to respond to emergency conditions. The local contact  
47 must be able to respond to an emergency condition upon notification by a guest, a Midwest City  
48 Employee; by law enforcement, by any first responder, or by any individual. Any change to the



1 local contact must be provided to the City of Midwest City within three (3) business days of the  
2 date of the change;

3  
4 (22) Only residential, mixed-use or transit-oriented development properties may be  
5 used as a short-term rental, commercial only or industrial properties shall not be used as a short-  
6 term rental;

7  
8 (23) Post the license in a conspicuous location at the short-term rental;

9  
10 (24) Any other information requested by the City; and

11  
12 (25) Any fraud, material misrepresentation, or false statements contained in the  
13 attestations, required documentations, or correlating application material shall be grounds for  
14 immediate revocation of short-term rental license. Furthermore, all requirements herein, shall be  
15 continuously maintained throughout the duration of the permit.

16  
17 **Section 20-207. – Issuance of license requirements.**

18  
19 (a) Upon satisfactory submission of the required attestations, compliance with all  
20 requirements, payment of all applicable fees and requested documentation, the City may issue  
21 an annual short-term rental license. The license shall contain the following information:

22  
23 (1) Street address of the short-term rental;

24  
25 (2) License holder's name;

26  
27 (3) License number and rental limitations, including bedroom limit and guest  
28 occupancy limit;

29  
30 (4) Contact information (name, cell phone, email) of local contact able to respond to  
31 on-premises complaints;

32  
33 (5) Proof of payment of all applicable fees as of the date of submission of the  
34 application;

35  
36 (6) Dates license is valid;

37  
38 (7) The structure has a valid certificate of occupancy or compliance, as required by  
39 the City Code, issued no more than ten (10) years before the date the application is submitted to  
40 the City, or the structure has been determined by the City Code official not to pose a hazard to  
41 life, health, or public safety, based on a minimum life-safety inspection; and

42  
43 (8) The property is not subject to outstanding City Code or state law violations. A  
44 violation of any provision of the City Code or other applicable law is grounds to deny, suspend,  
45 or revoke a license.

46  
47 **Section 20-208. – Fees and taxes.**

1 (a) The application fee for a short-term rental shall be fifty dollars (\$50.00).

2  
3 (b) The initial license fee for a short-term rental shall be one hundred and fifty dollars  
4 (\$150.00).

5  
6 (c) The renewal license fee for a short-term rental shall be one hundred dollars (\$100.00),  
7 which includes one annual inspection fee.

8  
9 (d) The inspection fee for a short-term rental, in addition to the first annual renewal  
10 inspection if required, shall be fifty dollars (\$50.00) for each inspection thereafter.

11  
12 (e) In addition to the fees listed above, all short-term rentals shall be subject to all applicable  
13 taxes contained in the City Ordinances for the City of Midwest City, including, but not limited  
14 to sales tax, as set forth in Chapter 40, Article II and hotel tax, as set forth in Chapter 40, Article  
15 III.

16  
17 **Section 20-209. – License renewal.**

18  
19 Except as otherwise provided, a license may be renewed annually if:

20  
21 (1) The licensee pays the renewal fee as established herein;

22  
23 (2) The licensee provides updates of any changes to the information required;

24  
25 (3) The annual inspection is completed and there are no City Code or state law  
26 violations are discovered;

27  
28 (4) The property is not the subject of outstanding City Code or state law violations;

29  
30 (5) The City may deny an application to renew a license if the applicant does not  
31 provide all information necessary to determine that the dwelling unit meets all requirements for  
32 the issuance or renewal of a license; and

33  
34 (6) A violation of any provision of the City Code or other applicable law is grounds  
35 to deny, suspend, or revoke a license.

36  
37 **Section 20-210. – Denial, suspension or revocation of license.**

38  
39 (A) The City of Midwest City may deny a license application, suspend or revoke an existing  
40 license if any of the following are found to exist:

41  
42 (1) Failure to comply with any conditions of the short-term rental requirements;

43  
44 (2) The property is the subject of violations of the City Code or state law during a  
45 twenty-four (24) month period prior to submitting the application, based on the following:

46  
47 (A) The frequency of any repeated violations;

48 (B) Whether a violation was committed intentionally or knowingly; or

1 (C) Any other information that demonstrates the degree to which the owner or  
2 occupant has endangered public health, safety, or welfare; or  
3

4 (3) During any inspection the City discovers that the property is in violation of any  
5 provision of the City Code or in violation of any state law.  
6

7 (B) The City of Midwest City may consider whether a new owner of the short-term rental  
8 has remedied all the issues listed in Paragraph (A) above when making a determination to deny  
9 a license application, suspend or revoke an existing license.  
10

11 **Section 20-211. – Required information to be posted and provided to guests.**  
12

13 The license holder shall post the following information in a prominent location in the interior,  
14 clearly visible to guests and provide a packet of the information, summarizing the restrictions  
15 applicable to short-term rental use, including:  
16

17 (1) The license registration, which includes license number;  
18

19 (2) Operator's name and number and property manager, if applicable, name and  
20 number;  
21

22 (3) Local contact person name and number;  
23

24 (4) The location of ~~any~~ all on-site and off-site parking spaces available for guests;  
25

26 (5) Occupancy limits;  
27

28 (6) Noise restrictions, including prohibition on the use of sound equipment, amplified  
29 music and amplified musical instruments;  
30

31 (7) Parking restrictions;  
32

33 (8) Information on relevant burn bans;  
34

35 (9) Information on relevant water restrictions;  
36

37 (10) Trash and recycling collection rules and dates;  
38

39 (11) Prohibition on the use of the short-term rental for commercial events or any social  
40 event that exceeds the occupancy requirements; and  
41

42 (12) Floor plan with fire exit and escape routes, location of fire extinguishers, smoke  
43 detectors and carbon monoxide detectors.  
44

45 **Section 3.** That the Midwest City Municipal Code, Chapter 20, Housing Code, Article IV, Rental  
46 Property, Section 20-221, Crime-free multi-housing program is hereby repealed and placed into  
47 reserve:  
48

1 **Section 20-221. – Reserved.**

2

3 **Section 4.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
4 repealed.

5

6 **Section 5.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
7 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
8 of the ordinance.

9

10

11 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
12 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

13

14 **THE CITY OF MIDWEST CITY, OKLAHOMA**

15

16

17

18

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

19

20 ATTEST:

21

22

23

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

25

26

27 Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2023.

28

29

30

31 \_\_\_\_\_  
DONALD D. MAISCH, City Attorney



**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: November 14, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers, Manufactured Home Parks, Etc., Article IV, Manufactured Home and Travel Trailer Park Regulations, Division 3, Sanitary Facilities, Section 23-111, Wastes to be discharged into public or private sewer or septic tank; Section 23-114, Private sewage system requirements; Section 23-115, Use of sewage system required; Division 4, Water Supply, Section 23-124, Private water sources must be approved; Section 23-131, Drinking fountains to be approved by health officer; Division 5, Refuse Disposal, Section 23-146, Collection and disposal requirements; Division 6, Insect and Rodent Control, Section 23-154, Control measures to be used; Section 23-155, Use of larvicidal solutions; Section 23-156, Measures to control additional insects or weeds may be required; Section 23-158, Rodent extermination required; and providing for repealer and severability.

---

Previous proposed amendments to this chapter removed the term “health officer” and “state health department” from the chapter and changed the definition of Inspection Officer to designate the Inspection Officer as either:

- a. City Building Official;
- b. City Fire Marshall;
- c. City Code Enforcement Officer;
- d. Inspector from Public Works Department.

These amendments continue the process of removing the terms term “health officer” and/or “state health department” and replacing the terms with “Inspection Officer.”

The proposed amendments have been recommended for approval by the Ordinance Review Committee.

Respectfully submitted,

Donald D. Maisch  
City Attorney



1 hazard to the manufactured home park or to the owner or occupants of any adjacent property.  
2 The ~~state health department~~ Inspection Officer must approve the type of treatment proposed and  
3 the design of any disposal facilities and sewer systems prior to construction.  
4

5 **Section 3.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
6 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
7 Regulations, Division 3, Sanitary Facilities, Section 23-115, Use of sewage system required; is  
8 hereby amended to read as follows:  
9

10 **Section 23-115, Use of sewage system required.**  
11

12 Every manufactured home occupying a manufactured home park space shall tie into the  
13 park sewerage system and dependent travel trailers shall dump any accumulated waste into a  
14 receptacle provided in the travel trailer park upon entering and upon leaving the park. Such  
15 receptacles must be approved by the ~~state health department~~ Inspection Officer. Any other dump  
16 of accumulated waste within the city is prohibited.  
17

18 **Section 4.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
19 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
20 Regulations, Division 4, Water Supply, Section 23-124, Private water sources must be approved;  
21 is hereby amended to read as follows:  
22

23 **Section 23-124, Private water sources must be approved.**  
24

25 Where private water supplies must be developed, the ~~health officer~~ Inspection Officer  
26 must approve the location, construction and development of both the water well and pipe system  
27 and connections. No private source other than a water well shall be used.  
28

29 **Section 5.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
30 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
31 Regulations, Division 4, Water Supply, Section 23-131, Drinking fountains to be approved by  
32 health officer; is hereby amended to read as follows:  
33  
34

35 **Section 23-131, Drinking fountains to be approved by ~~health officer~~ Inspection**  
36 **Officer.**  
37

38 Where drinking fountains are provided for public use they shall be of a type and in  
39 locations approved by the ~~health officer~~ Inspection Officer.  
40

41 **Section 6.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
42 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
43 Regulations, Division 5, Refuse Disposal, Section 23-146, Collection and disposal requirements;  
44 is hereby amended to read as follows:  
45  
46



1           **Section 23-146, Collection and disposal requirements**

2  
3           (a) All refuse shall be collected at least once weekly or as otherwise required by the  
4 ~~health officer~~ Inspection Officer. Where municipal garbage collection is not available the  
5 manufactured home park operator shall either employ a private agency or provide this service.  
6 All refuse shall be collected and transported in covered vehicles or covered containers.

7  
8           (b) Where municipal or other private disposal service is not available the  
9 manufactured home park operator shall dispose of the refuse by burial or transporting to an  
10 approved disposal site as directed by the health officer. Refuse shall be buried only at locations  
11 and by methods approved by the health officer and in accordance with the ordinances of the city.

12  
13 **Section 7.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
14 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
15 Regulations, Division 6, Insect and Rodent Control, Section 23-154, Control measures to be used;  
16 is hereby amended to read as follows:

17           **Section 23-154, Control measures to be used.**

18  
19  
20           Insect and rodent control measures to safeguard public health as required by the ~~health~~  
21 ~~officer~~ Inspection Officer shall be applied in each park.

22  
23 **Section 8.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
24 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
25 Regulations, Division 6, Insect and Rodent Control, Section 23-155, Use of larvicidal solutions; is  
26 hereby amended to read as follows:

27  
28           **Section 23-155, Use of larvicidal solutions.**

29  
30           Effective larvicidal solutions may be required by the ~~health officer~~ Inspection Officer for  
31 fly or mosquito-breeding areas which cannot be controlled by other more permanent measures.

32  
33 **Section 9.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
34 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
35 Regulations, Division 6, Insect and Rodent Control, Section 23-156, Measures to control  
36 additional insects or weeds may be required; is hereby amended to read as follows:

37  
38           **Section 23-156, Measures to control additional insects or weeds may be required.**

39  
40           The ~~health officer~~ Inspection Officer may require the park operator to take suitable  
41 measures to control other insects and obnoxious weeds.

42  
43 **Section 10.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
44 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
45 Regulations, Division 6, Insect and Rodent Control, Section 23-158, Rodent extermination  
46 required; is hereby amended to read as follows:

1  
2 **Section 23-158, Rodent extermination required.**  
3

4 When rats or other objectionable rodents are known to be in the park, the park operator  
5 shall take definite action as directed by the ~~health officer~~ Inspection Officer to exterminate them.  
6

7 **Section 11.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
8 repealed.  
9

10 **Section 12.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
11 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
12 of the ordinance.  
13

14 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
15 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
16

17 **THE CITY OF MIDWEST CITY, OKLAHOMA**  
18

19  
20  
21 \_\_\_\_\_  
22 MATTHEW D. DUKES, II, Mayor

23 ATTEST:  
24

25  
26 \_\_\_\_\_  
27 SARA HANCOCK, City Clerk  
28

29  
30 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
31

32  
33 \_\_\_\_\_  
34 DONALD D. MAISCH, City Attorney



1 hazard to the manufactured home park or to the owner or occupants of any adjacent property.  
2 The Inspection Officer must approve the type of treatment proposed and the design of any  
3 disposal facilities and sewer systems prior to construction.  
4

5 **Section 3.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
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13 park sewerage system and dependent travel trailers shall dump any accumulated waste into a  
14 receptacle provided in the travel trailer park upon entering and upon leaving the park. Such  
15 receptacles must be approved by the Inspection Officer. Any other dump of accumulated waste  
16 within the city is prohibited.  
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18 **Section 4.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
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20 Regulations, Division 4, Water Supply, Section 23-124, Private water sources must be approved;  
21 is hereby amended to read as follows:  
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23 **Section 23-124, Private water sources must be approved.**  
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25 Where private water supplies must be developed, the Inspection Officer must approve  
26 the location, construction and development of both the water well and pipe system and  
27 connections. No private source other than a water well shall be used.  
28

29 **Section 5.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
30 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
31 Regulations, Division 4, Water Supply, Section 23-131, Drinking fountains to be approved by  
32 health officer; is hereby amended to read as follows:  
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35 **Section 23-131, Drinking fountains to be approved by Inspection Officer.**  
36

37 Where drinking fountains are provided for public use they shall be of a type and in  
38 locations approved by the Inspection Officer.  
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43 is hereby amended to read as follows:  
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45

46 **Section 23-146, Collection and disposal requirements**

1  
2 (a) All refuse shall be collected at least once weekly or as otherwise required by the  
3 Inspection Officer. Where municipal garbage collection is not available the manufactured home  
4 park operator shall either employ a private agency or provide this service. All refuse shall be  
5 collected and transported in covered vehicles or covered containers.  
6

7 (b) Where municipal or other private disposal service is not available the  
8 manufactured home park operator shall dispose of the refuse by burial or transporting to an  
9 approved disposal site as directed by the health officer. Refuse shall be buried only at locations  
10 and by methods approved by the health officer and in accordance with the ordinances of the city.  
11

12 **Section 7.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
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15 is hereby amended to read as follows:  
16

17 **Section 23-154, Control measures to be used.**  
18

19 Insect and rodent control measures to safeguard public health as required by the  
20 Inspection Officer shall be applied in each park.  
21

22 **Section 8.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
23 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
24 Regulations, Division 6, Insect and Rodent Control, Section 23-155, Use of larvicidal solutions; is  
25 hereby amended to read as follows:  
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27 **Section 23-155, Use of larvicidal solutions.**  
28

29 Effective larvicidal solutions may be required by the Inspection Officer for fly or  
30 mosquito-breeding areas which cannot be controlled by other more permanent measures.  
31

32 **Section 9.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
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37 **Section 23-156, Measures to control additional insects or weeds may be required.**  
38

39 The Inspection Officer may require the park operator to take suitable measures to control  
40 other insects and obnoxious weeds.  
41

42 **Section 10.** That the Midwest City Municipal Code, Chapter 23, Manufactured Homes, Trailers,  
43 Manufactured Home Parks, Etc., Article IV, Manufactured Homes and Travel Trailer Park  
44 Regulations, Division 6, Insect and Rodent Control, Section 23-158, Rodent extermination  
45 required; is hereby amended to read as follows:  
46





**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

---

TO : Honorable Mayor and Council

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

DATE : November 14th, 2023

SUBJECT : Discussion, consideration, and possible action of approving an Ordinance Amending Midwest City Code, Chapter 24, Motor Vehicles and Traffic, Article III, Section 24-60, Manual and Specifications for Traffic-Control Devices; and Providing For Repealer And Severability.

---

The proposed amendment is related to the City of Midwest City municipal code, changing a reference to the standards used for traffic control signs. The existing language references the state highway commission and needs to be updated to the Oklahoma Department of Transportation. ODOT does use the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD) for signs.

The Ordinance Review Committee recommended approval.

Patrick Menefee, P.E.,  
City Engineer  
Attachment









**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

---

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 14, 2023

SUBJECT : Discussion, consideration, and possible action of approval of an ordinance amending Midwest City code, Chapter 37, Streets and Sidewalks, Article III, Transportation Plan, Division 2, Standards and Requirements, Section 37-63, Design Standards for Ingress and Egress Facilities; Division 4, Tables, Section 37-71, Table 4; Article IV, Work Affecting Streets, Section 37-86, Permits Required; Fee Display; and providing for repealer and severability.

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On July 27, 2021 City Council revised the ordinance governing driveways. Staff has since found a few issues related to driveways for larger homes that were unintentionally penalized by those widths.

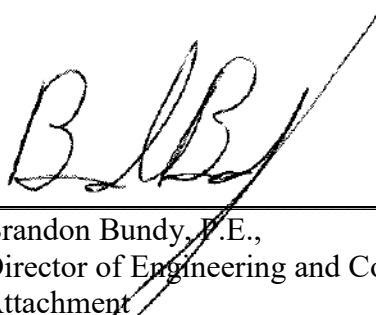
The proposed ordinance changes a few of those issues to reflect a larger driveway related to larger lots.

Staff is also taking the opportunity to add further guidance in how many drives a residence can have as well as clarify distances to property lines for residential uses.

In addition, it was found that Section 37-86 was out of date with current policy and fees.

- The proposed fee of \$50 is more in line with current prices of labor to account for at least 1 inspection from staff plus review time.
- City Clerk was removed from the ordinance; currently the permit desk handles this fee.
- Removed language that would indicated the City would do the work for a fee; which is not applicable.
- Remove the requirement for a permit to be on site. This is in line with current practice of inspectors and code enforcement having ability to look up permit holders electronically.

The Ordinance Review Committee recommended approval.



---

Brandon Bundy, P.E.,  
Director of Engineering and Construction Services  
Attachment

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

AN ORDINANCE AMENDING MIDWEST CITY CODE, CHAPTER 37, STREETS AND SIDEWALKS, ARTICLE III, TRANSPORTATION PLAN, DIVISION 2, STANDARDS AND REQUIREMENTS, SECTION 37-63, DESIGN STANDARDS FOR INGRESS AND EGRESS FACILITIES; DIVISION 4, TABLES, SECTION 37-71, TABLE 4; ARTICLE IV, WORK AFFECTING STREETS, SECTION 37-86, PERMITS REQUIRED; FEE DISPLAY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

**Section 1.** That Midwest City Code, Chapter 37, Streets and Sidewalks, Article III, Transportation Plan, Division 2, Standards and Requirements, Section 37-63, Design standards for ingress and egress facilities is hereby amended to read as follows:

**Sec. 37-63. - Design standards for ingress and egress facilities.**

- (a) The design of ingress and egress facilities for commercial driveway entrances shall be in accordance with Table 4, set out in Section 37-71, whenever applicable and in all other cases they shall be designed in accordance with the Oklahoma Department of Transportation 2019 Standard Specifications Book, and any subsequent amendments as prepared by the Oklahoma Transportation Commission. These standards shall be interpreted and enforced by the city engineer. Under unusual conditions which are not directly covered by the standard designs, the city engineer is hereby authorized to approve the construction of ingress and egress facilities that meet the special requirements needed to serve adjacent property; provided that the conditions of safety and protection of the public roadway are maintained as established in the standard designs.
- (b) Off-street parking spaces shall be arranged so that no vehicle will back directly from a parking stall onto a major street. All parking areas and circulation drives shall be located off of the street right-of-way. Divisional islands and curbs shall be constructed where necessary to provide such protection.
- (c) Access to property shall be allowed only across such driveways constructed in conformance with the requirements of this section, and all other frontage on the property shall not be utilized in any manner whatsoever for egress, ingress, or parking on the right-of-way.
- (d) Residential uses cannot have more than 2 driveways abutting a public roadway. The City Engineer may waive this requirement if extenuating issues are present including but not limited to safety, sight distance, and / or stormwater.

**Section 2.** That Midwest City Code, Section 37, Streets and Sidewalks, Division 4, Tables, Section 37-71, Table 4, is hereby amended to read as follows:

**Table 4**

Driveway entrance shall be constructed in accordance with the following table:

Use	Commercial		Industrial		Residential	
	Arterial	Non-Arterial	Arterial	Non-Arterial	Arterial	Non-Arterial
Distance from Intersecting Non-Arterial Street <del>or Property Line</del> <sup>^</sup>	35 feet*	25 feet*	35 feet*	25 feet*	35 feet	<del>15</del> 0 feet
<u>Distance from Intersecting Property Line or adjacent existing non-residential drive*</u>	<u>30 feet</u>	<u>20 feet</u>	<u>30 feet</u>	<u>30 feet</u>	<u>20 feet</u>	<u>0 feet</u>
Minimum Width	24 feet	24 feet	24 feet	24 feet	18 feet	12 feet
Maximum Width	30 feet	24 feet	36 feet	30 feet	24 feet	<del>24</del> feet
Max Radius	25 feet	25 feet	25 feet	25 feet	<del>20-15</del> feet	<del>15-10</del> feet
Min Radius	15 feet	10 feet	15 feet	15 feet	<del>10-5</del> feet	0 feet
Thickness of 3,500 PSI Concrete	6 inches	6 inches	8 inches	8 inches	6 inches	6 inches

Subgrade	4 inches	4 inches	6 inches	6 inches	4 inches	4 inches
Provisions for Sidewalk Crossing if none exist	Yes	Yes	Yes	Yes	Yes	No
Max Grade	10.0%					
Minimum Grade	0.5%					
For asphalt street, saw cut width of curb and gutter						
For concrete street, saw cut width of 2 inches						
Drive elevation shall be such that drainage water will not enter drive						
*A drive can be adjacent to property line if a shared use driveway with the adjoining property						
^ Drives adjacent to Arterials will be subject to variables such as signal, traffic flow, and property frontage.						
<u>◇ Where a residential drive is on non-arterial roadways, the formulas below will govern based on the lot frontages. This includes all driveways on the lot as an aggregate width.</u>						
<u>For frontages ≥60 feet: 50% of the length of property along the public roadway or 36 feet, whichever is smaller.</u>			<u>For frontages &lt;60 feet: 30 feet maximum</u>			

Variations for driveways to high volume traffic generators may be approved by the City Engineer. Driveways for service stations may be designed using "Standard Design for Driveway Entrances," Oklahoma Highway Department, subject to approval of the City Engineer.

**Section 3.** That Midwest City Code, Section 37, Streets and Sidewalks, Article IV, Work Affecting Streets, Section 37-86, Permits Required, Fee Display, is hereby amended to read as follows:

**Sec. 37-86. - Permits required; fee; display.**

Within any public way no person shall cut or remove any pavement, walk, drive, curb or gutter, or construct or alter any walk or driveway pavement or curb, or make any excavation without first securing from the city engineer a permit therefor and paying to the ~~city clerk~~ City a fee of ~~ten fifty~~ dollars (~~\$10.00~~) (~~\$50.00~~). ~~If the city is to perform the work a minimum charge of twenty five dollars (\$25.00) shall be levied for the first six (6) feet of cut or any part thereof, any cut of over six (6) feet shall have an additional four dollars (\$4.00) levied for each additional foot or fraction thereof, together with any other fees hereinafter required for the particular work involved.~~ No permit shall be issued except to a person authorized under this article to perform the work involved. ~~The permit shall be in evidence on the job at all times until the work is completed.~~

**Section 4.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 5.** SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

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

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
DONALD MAISCH, City Attorney

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

AN ORDINANCE AMENDING MIDWEST CITY CODE, CHAPTER 37, STREETS AND SIDEWALKS, ARTICLE III, TRANSPORTATION PLAN, DIVISION 2, STANDARDS AND REQUIREMENTS, SECTION 37-63, DESIGN STANDARDS FOR INGRESS AND EGRESS FACILITIES; DIVISION 4, TABLES, SECTION 37-71, TABLE 4; ARTICLE IV, WORK AFFECTING STREETS, SECTION 37-86, PERMITS REQUIRED; FEE DISPLAY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

**ORDINANCE**

**Section 1.** That Midwest City Code, Chapter 37, Streets and Sidewalks, Article III, Transportation Plan, Division 2, Standards and Requirements, Section 37-63, Design standards for ingress and egress facilities is hereby amended to read as follows:

**Sec. 37-63. - Design standards for ingress and egress facilities.**

- (a) The design of ingress and egress facilities for commercial driveway entrances shall be in accordance with Table 4, set out in Section 37-71, whenever applicable and in all other cases they shall be designed in accordance with the Oklahoma Department of Transportation 2019 Standard Specifications Book, and any subsequent amendments as prepared by the Oklahoma Transportation Commission. These standards shall be interpreted and enforced by the city engineer. Under unusual conditions which are not directly covered by the standard designs, the city engineer is hereby authorized to approve the construction of ingress and egress facilities that meet the special requirements needed to serve adjacent property; provided that the conditions of safety and protection of the public roadway are maintained as established in the standard designs.
- (b) Off-street parking spaces shall be arranged so that no vehicle will back directly from a parking stall onto a major street. All parking areas and circulation drives shall be located off of the street right-of-way. Divisional islands and curbs shall be constructed where necessary to provide such protection.
- (c) Access to property shall be allowed only across such driveways constructed in conformance with the requirements of this section, and all other frontage on the property shall not be utilized in any manner whatsoever for egress, ingress, or parking on the right-of-way.
- (d) Residential uses cannot have more than 2 driveways abutting a public roadway. The City Engineer may waive this requirement if extenuating issues are present including but not limited to safety, sight distance, and / or stormwater.

**Section 2.** That Midwest City Code, Section 37, Streets and Sidewalks, Division 4, Tables, Section 37-71, Table 4, is hereby amended to read as follows:

**Table 4**

Driveway entrance shall be constructed in accordance with the following table:

Use	Commercial		Industrial		Residential	
	Arterial	Non-Arterial	Arterial	Non-Arterial	Arterial	Non-Arterial
Distance from Intersecting Non-Arterial Street ^	35 feet	25 feet	35 feet	25 feet	35 feet	15 feet
Distance from Intersecting Property Line or adjacent existing non-residential drive*	30 feet	20 feet	30 feet	30 feet	20 feet	0 feet
Minimum Width	24 feet	24 feet	24 feet	24 feet	18 feet	12 feet
Maximum Width	30 feet	24 feet	36 feet	30 feet	24 feet	◇
Max Radius	25 feet	25 feet	25 feet	25 feet	15 feet	10 feet
Min Radius	15 feet	10 feet	15 feet	15 feet	5 feet	0 feet
Thickness of 3,500 PSI Concrete	6 inches	6 inches	8 inches	8 inches	6 inches	6 inches
Subgrade	4 inches	4 inches	6 inches	6 inches	4 inches	4 inches
Provisions for Sidewalk Crossing if none exist	Yes	Yes	Yes	Yes	Yes	No

Max Grade	10.0%
Minimum Grade	0.5%
For asphalt street, saw cut width of curb and gutter	
For concrete street, saw cut width of 2 inches	
Drive elevation shall be such that drainage water will not enter drive	
*A drive can be adjacent to property line if a shared use driveway with the adjoining property	
^ Drives adjacent to Arterials will be subject to variables such as signal, traffic flow, and property frontage.	
◇ Where a residential drive is on non-arterial roadways, the formulas below will govern based on the lot frontages. This includes all driveways on the lot as an aggregate width.	
For frontages ≥60 feet: 50% of the length of property along the public roadway or 36 feet, whichever is smaller.	For frontages <60 feet: 30 feet maximum

Variations for driveways to high volume traffic generators may be approved by the City Engineer. Driveways for service stations may be designed using "Standard Design for Driveway Entrances," Oklahoma Highway Department, subject to approval of the City Engineer.

**Section 3.** That Midwest City Code, Section 37, Streets and Sidewalks, Article IV, Work Affecting Streets, Section 37-86, Permits Required, Fee Display, is hereby amended to read as follows:

**Sec. 37-86. - Permits required; fee; display.**

Within any public way no person shall cut or remove any pavement, walk, drive, curb or gutter, or construct or alter any walk or driveway pavement or curb, or make any excavation without first securing from the city engineer a permit therefor and paying to the City a fee of fifty dollars (\$50.00). No permit shall be issued except to a person authorized under this article to perform the work involved.

**Section 4. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 5. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

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

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
DONALD MAISCH, City Attorney





**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: November 14, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 37, Streets and Sidewalks; Article I, In General; Section 37-6, Building and dwelling addresses.

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These proposed changes would give residential residents the option of placing address numbers on their house or on their mailbox, or any combination thereto provided the numbers are forward facing towards the street.

The proposed amendment was recommended for approval by the Ordinance Review Committee.

Respectfully submitted,

Donald D. Maisch  
City Attorney



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**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
DONALD D. MAISCH, City Attorney



**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
DONALD D. MAISCH, City Attorney

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 14, 2023

SUBJECT : Discussion, consideration, and possible action of approval of an ordinance amending Midwest City code, Chapter 38, Subdivision Regulations, Article VI, Subdivision Standards, Section 38-47, Sidewalks; and providing for repealer and severability.

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### Summary:

On November 8, 2022 City Council adopted changes to the sidewalk ordinance found in Chapter 37, Streets and Sidewalks, 37-67. The change was largely to reflect updated standards of the federal Americans with Disabilities Act (ADA). At the time, it was missed that there was reference to sidewalk width in Chapter 38, Subdivision Regulations. This caused for the city's municipal code to have two different minimum width sidewalk.

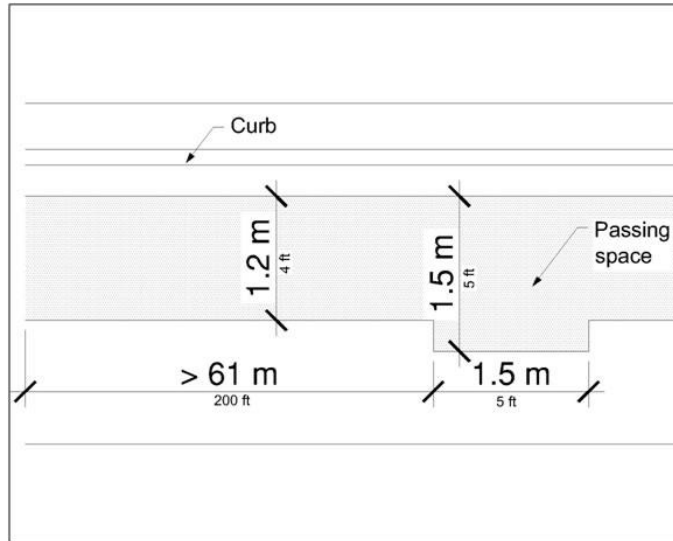
Staff is requesting that the reference in Chapter 38 be brought into line with the previously updated ordinance requiring a minimum sidewalk width of 5 feet.

At the special meeting of the Ordinance Oversight Review Committee, October 30, 2023, the committee reviewed the ordinance and approved the changes in the unanimous vote.

### Supporting Code:

The 2010 ADA Standards for Accessible Design are the current federal standard regarding ADA requirements. Sidewalks on public right of way are under the jurisdiction of the Public Rights-of-Way Access Advisory Committee (PROWAG)

- R302.3 Continuous Width: Except as provided in R302.3.1 and R302.3.2, the continuous clear width of pedestrian access routes shall be 4.0 ft minimum, exclusive of the width of the curb.
- R302.4 Passing Spaces: Where the clear width of pedestrian access routes is less than 5.0 ft, passing spaces shall be provided at intervals of 200.0 feet maximum. Passing spaces shall be 5.0 ft minimum by 5.0 ft minimum. Passing spaces are permitted to overlap pedestrian access routes.



Therefore, our current code does not address the absolute minimum as set that there be passing spaces. To simplify code, staff recommends that the minimum be set at 5 ft wide. In practice, for the past 9 years, all sidewalks constructed under guidance of Community Development have had a typical 5 ft wide cross section minimum. Midwest City’s ADA Transition Committee has discussed this very issue multiple times. 4 ft is simply too narrow for anyone to pass a wheelchair. It is also uncomfortable to walk side by side on anything less than 5 ft.

Brandon Bundy, P.E.,  
 Director of Engineering and Construction Services

Attachments

CC: Matthew Summers, Director of Planning & Zoning





1 project is scheduled to start construction within twelve (12) months from the ap-  
2 proval of a plat application, a fee in lieu may be accepted subject to the approval of  
3 the city engineer or community development director.

4 Sec. 38-47.3. Chapter 37 of the Code of Ordinances.

5 For standards not listed within this section 38-47, Sidewalks, sidewalks (and any necessary  
6 sidewalk easements on private property) shall be provided according to the standards in chap-  
7 ter 37 of the Code of Ordinances.

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

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

13 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,  
14 on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

15 THE CITY OF MIDWEST CITY, OKLAHOMA

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

18 ATTEST:

19 \_\_\_\_\_  
20 SARA HANCOCK, City Clerk

21 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

22 \_\_\_\_\_  
23 DONALD MAISCH, City Attorney

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15 THE CITY OF MIDWEST CITY, OKLAHOMA

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

18 ATTEST:

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20 SARA HANCOCK, City Clerk

21 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

22 \_\_\_\_\_  
23 DONALD MAISCH, City Attorney

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**City Attorney, Donald D. Maisch**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: November 14, 2023

RE: Discussion, consideration, and possible action of approving an ordinance amending Midwest City Municipal Code, Chapter 43, Water, Sewer, Sewage Disposal and Stormwater Quality, Article III, Sewers and Sewage Disposal, Division 10, Sewer Mainline Backup Service Program, Sections 43-251, Provisions, and 43-254, Fees; and providing for repealer and severability.

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The proposed amendments to Chapter 43 would modify Section 43-251 to remove the formula (amount the homeowner must pay) and increase the limits the City can pay for sewer backup clean ups that occur in either residences or commercial establishments.

Additionally the changes in Section 43-254 would increase the fund balance allowed in the ordinance.

This program was established to assist residents of Midwest City that have suffered a sewage back up in their home due to an issue in the portion of the system owned by the City.

The proposed amendment is recommended for approval by the Ordinance Review Committee.

Respectfully submitted,

Donald D. Maisch  
City Attorney



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2 Mobile homes, per month, per dwelling unit .....0.25  
3 Apartments/commercial/office/industrial/nonresidential, per month, per billed  
4 account .....0.75  
5

6 All monies shall be deposited in a special "sewer mainline backup account" and all  
7 balances will be carried forward from year to year.  
8

9 When the balance of the sewer mainline backup account reaches a balance of ~~seventy-~~  
10 ~~five~~ one hundred thousand dollars (~~\$75,000.00~~ \$100,000.00) the fees from the surcharge shall  
11 be suspended on the last day of the month. If the balance of the sewer mainline backup account  
12 should fall below the balance of ~~fifty~~ seventy-five thousand dollars (~~\$50,000.00~~ \$75,000.00) the  
13 surcharge fee shall be resumed on the first day of the month.  
14

15 **Section 3.** REPEALER. All other ordinances or parts of ordinances in conflict herewith are  
16 hereby repealed.  
17

18 **Section 4.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for  
19 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions  
20 of the ordinance.  
21

22 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City  
23 of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
24

25 **THE CITY OF MIDWEST CITY, OKLAHOMA**  
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29 MATTHEW D. DUKES, II, Mayor  
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31 ATTEST:  
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34 \_\_\_\_\_  
35 SARA HANCOCK, City Clerk  
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37 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
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40 \_\_\_\_\_  
41 DONALD D. MAISCH, City Attorney  
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22 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City  
23 of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
24

25 **THE CITY OF MIDWEST CITY, OKLAHOMA**  
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29 MATTHEW D. DUKES, II, Mayor  
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31 ATTEST:  
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34 \_\_\_\_\_  
35 SARA HANCOCK, City Clerk  
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37 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
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40 \_\_\_\_\_  
41 DONALD D. MAISCH, City Attorney  
42



**City Attorney, Donald D. Maisch**

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Midwest City, OK 73110  
DMaisch@midwestcityok.org  
Office: 405.739.1203  
[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Mayor and Members of the City Council

From: Donald D. Maisch, City Attorney

Date: November 14, 2023

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Appendix A, Zoning Regulations; Section 7, Development Review Procedures; Part 7.6, Special Use Permit; Subpart 7.6.3, Criteria for Special Permit Approval; and providing for a repealer, and severability.

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The proposed amendment to Chapter Appendix A, Zoning Regulations; Section 7, Development Review Procedures; Part 7.6, Special Use Permit; Subpart 7.6.3, Criteria for Special Permit Approval is to add a potential specific use condition to a special use permit. Currently the City Council can place a specific condition to any special use permit concerning:

the location, design, operation, and screening to assure safety,  
to prevent a nuisance, and  
to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

This amendment would allow the City Council to add a duration limit to any special use permit.

The proposed amendment is recommended for approval by the Ordinance Review Committee.

Respectfully submitted,

Donald D. Maisch  
City Attorney



1 (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is  
2 hazardous or in conflict with the existing and anticipated traffic in the neighborhood.

3 (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary  
4 public facilities to serve the proposed use shall meet the adopted codes of the city.

5  
6 (B) *Specific conditions.* The City Council may impose specific conditions on any special use  
7 permit regarding: ~~location, design, operation, and screening to assure safety, to prevent a~~  
8 ~~nuisance, and to control the noxious effects of excessive sound, light, odor, dust or similar~~  
9 ~~conditions.~~

10 (1) the duration of the permit,

11 (2) the location, design, operation, and screening to assure safety,

12 (3) to prevent a nuisance, and

13 (4) to control the noxious effects of excessive sound, light, odor, dust or similar  
14 conditions.

15  
16 7.6.4. *Status of Special Use Permits.* Once a special use permit has been granted for a lot,  
17 said special use permit may not be expanded to another lot without application for a new special  
18 use permit.

19 Provided, however, churches may expand if the property on which said church will be  
20 located is owned, as reflected by official records kept by the Registrar of Deeds for Oklahoma  
21 County, Oklahoma, on or prior to June 22, 1982.

22 7.6.5. *Expiration of Special Use Permits.* All special use permits shall expire by default:

23 (A) *Non-establishment.*

24 (1) If the use is not established within twelve (12) months and no extension is approved.

25 (2) When a building permit has not been issued for construction within twelve (12)

26 months of City Council approval the applicant or owner may request a hearing for an  
27 extension of the initial special use permit approval.

28 (3) Good cause for an extension shall mean that the owner shows evidence that he has  
29 contractors or applications for continual development within the next year following  
30 the original approval.

31 (B) *Discontinuance.* If the use once established has been discontinued for a period of  
32 twelve (12) months or abandoned.

33 (C) *Lack of substantial compliance.* Whenever the Community Development Director  
34 finds that any proposed construction or occupancy will not, in his opinion,  
35 substantially comply with the special use permit, he shall refer the question to the City  
36 Council for its review.

37 (D) *Amendment.* When the holder of a special use permit determines that an extension of  
38 time or modification of the use is necessary, he may apply for amendment in the same  
39 manner as the original application. The amendment shall be processed in the same  
40 manner as an original application.

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42

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

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

7  
8 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,  
9 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

10  
11 **THE CITY OF MIDWEST CITY, OKLAHOMA**

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16 MATTHEW D. DUKES, II, Mayor

17 ATTEST:

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20 \_\_\_\_\_  
21 SARA HANCOCK, City Clerk

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23  
24 Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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28 DONALD D. MAISCH, City Attorney  
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1 (4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is  
2 hazardous or in conflict with the existing and anticipated traffic in the neighborhood.

3 (5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary  
4 public facilities to serve the proposed use shall meet the adopted codes of the city.

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6 (B) *Specific conditions.* The City Council may impose specific conditions on any special use  
7 permit regarding:

8 (1) the duration of the permit,

9 (2) the location, design, operation, and screening to assure safety,

10 (3) to prevent a nuisance, and

11 (4) to control the noxious effects of excessive sound, light, odor, dust or similar  
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33 substantially comply with the special use permit, he shall refer the question to the City  
34 Council for its review.

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36 time or modification of the use is necessary, he may apply for amendment in the same  
37 manner as the original application. The amendment shall be processed in the same  
38 manner as an original application.

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41 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby  
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**Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
DONALD D. MAISCH, City Attorney



City Clerk  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
shancock@midwestcityok.org  
Office: 405-739-1240

## Memorandum

TO: Honorable Mayor and Council


FROM: Sara Hancock, City Clerk

DATE: November 14, 2023

SUBJECT: Discussion, consideration and possible action approving a Resolution and Proclamation, authorizing the calling and holding of a primary election on February 13, 2024, if necessary, and a general election, if necessary, on April 2, 2024 in Wards 2, 3, 4, and 6 of the City of Midwest City, County of Oklahoma, State of Oklahoma; enumerating the qualifications for those offices; and establishing the filing period.

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The proposed election resolution and proclamation are attached for your review and approval.

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

Attachments

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF MIDWEST CITY, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A PRIMARY ELECTION ON FEBRUARY 13, 2024, IF NECESSARY, AND A GENERAL ELECTION, IF NECESSARY, ON APRIL 2, 2024 IN WARDS 2, 3, 4 AND 6 OF THE CITY OF MIDWEST CITY, COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, FOR THE PURPOSE OF ELECTING WARD 2, 3, 4 AND 6 COUNCILMEMBERS; ENUMERATING THE QUALIFICATIONS FOR THOSE OFFICES; AND ESTABLISHING THE FILING PERIOD**

NOTICE OF ELECTION

BE IT RESOLVED by the city council of the home rule charter government for the City of Midwest City, for the purpose of electing councilmembers of that city, that:

- 1) A non-partisan primary election shall be held on the second Tuesday in February, 2024 (February 13, 2024) to nominate candidates for the offices the terms of which are expiring; provided that, if not more than one (1) person is a candidate for each office to be filled, they all shall be not only nominated, but also elected, ipso facto, and no primary or general election shall be held. If not more than one (1) person is a candidate for an office, he shall be not only nominated, but also elected, ipso facto, and his name shall not appear on the primary or general election ballot. If only two (2) persons file for an office, they shall be nominated ipso facto, and the primary election shall serve as the general election for the office for which they filed and the person receiving the majority of votes in that election shall be elected to the office for which he filed. If three (3) or more persons file for an office, the two (2) candidates for councilmember from a ward receiving the greatest number of votes in the primary election shall be nominated; provided that, if one (1) of the candidates for an office receives a majority of all votes cast for all candidates for that office, he alone shall be not only nominated, but also elected, ipso facto; and the names of the candidates for that office shall not appear on the ballot for the general election.
- 2) If the offices for Ward 2, 4 and 6 the terms of which are expiring in 2024 and Ward 3 the term of which expires in 2026 are not filled in the primary election, a non-partisan general election shall be held on the first Tuesday in April, 2024 (April 2, 2024) to elect successors for those offices. Every qualified elector of the wards in which the councilmembers' terms are expiring shall be entitled to vote for one (1) candidate to serve as councilmember in that ward. Election to council seats shall be by ward. The candidate for each office receiving the greatest number of votes for that office shall be elected.

BE IT FURTHER RESOLVED that the following officers will be elected in 2024 for four-year terms:

Ward 2	Councilmember
Ward 4	Councilmember
Ward 6	Councilmember

And for the remainder of the unexpired term of two years:

Ward 3	Councilmember
--------	---------------

BE IT FURTHER RESOLVED that each candidate for office shall be a qualified elector of the City of Midwest City; shall be at least twenty-five (25) years old; shall have been a resident of the City of Midwest City for at least one (1) year preceding the election; and must at the time of the election be a resident in good faith of the respective ward from which s/he is elected.

BE IT FURTHER RESOLVED that the City of Midwest City, through the adoption of Ordinance 1872, has provided for absentee ballots to be cast in the City of Midwest City's municipal elections.

BE IT FURTHER RESOLVED that the filing period shall begin and be open on the 4<sup>th</sup> day of December, 2023 at 8:00 a.m. and continue through the 6<sup>th</sup> day of December, 2023 at 5:00 p.m. Pursuant to Section 2-13.1 of the City Ordinances for the City of Midwest City candidates shall file a sworn statement of candidacy with the Secretary of the Oklahoma County Election Board and with the City Clerk. Upon the filing of the sworn statement of candidacy with the City Clerk, each candidate shall complete a questionnaire that contain the following questions:

- a. Are you employed? If yes, please state the name of your employer?
- b. Do you have any contracts with the City of Midwest City?
- c. Do you or your spouse have a 25% or more ownership in any business? If yes, please state the name of the business?

BE IT FURTHER RESOLVED that the polling places for both the primary and general elections, if held, shall be opened at 7:00 o'clock a.m. and shall remain open until and be closed at 7:00 o'clock p.m. on those days.

BE IT FURTHER RESOLVED that pursuant to Title 26, Section 13-103(c), all precincts totally or partially contained within the limits of the City of Midwest City shall be open for election, except the City authorizes Precinct 571 to be closed. Precinct 571 is only partially contained within the limits and no registered voters reside within that portion.

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma this \_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_ day of November 2023.

\_\_\_\_\_  
DONDAL D. MAISCH, City Attorney

## ELECTION PROCLAMATION

Pursuant to Resolution No. 2023-\_\_\_\_\_, duly adopted by the governing body of the City of Midwest City, Oklahoma, the mayor of the city, for the purpose of electing the Ward 2, 4 and 6 councilmembers to serve four-year terms, and Ward 3 councilmember to serve the remainder of the unexpired term of two (2) years, hereby calls in the City of Midwest City, County of Oklahoma, State of Oklahoma:

- 1) A non-partisan primary election shall be held on the second Tuesday in February, 2024 (February 13, 2024) to nominate candidates for the offices the terms of which are expiring; provided that, if not more than one (1) person is a candidate for each office to be filled, they all shall be not only nominated, but also elected, ipso facto, and no primary or general election shall be held. If not more than one (1) person is a candidate for an office, he shall be not only nominated, but also elected, ipso facto, and his name shall not appear on the primary or general election ballot. If only two (2) persons file for an office, they shall be nominated ipso facto, and the primary election shall serve as the general election for the office for which they filed and the person receiving the majority of votes in that election shall be elected to the office for which he filed. If three (3) or more persons file for an office, the two (2) candidates for councilmember from a ward receiving the greatest number of votes in the primary election shall be nominated; provided that, if one (1) of the candidates for an office receives a majority of all votes cast for all candidates for that office, he alone shall be not only nominated, but also elected, ipso facto; and the names of the candidates for that office shall not appear on the ballot for the general election.
- 2) If the offices for Ward 2, 4 and 6 the terms of which are expiring in 2024 and Ward 3 the term of which expires in 2026 are not filled in the primary election, a non-partisan general election shall be held on the first Tuesday in April, 2024 (April 2, 2024) to elect successors for those offices. Every qualified elector of the wards in which the councilmembers' terms are expiring shall be entitled to vote for one (1) candidate to serve as councilmember in that ward. Election to council seats shall be by ward. The candidate for each office receiving the greatest number of votes for that office shall be elected.

The polling places for both the primary and general elections, if held, shall be opened at 7:00 o'clock a.m. and shall remain open until and be closed at 7:00 o'clock p.m. on those days.

All registered qualified electors residing within Wards 2, 3, 4 and 6 of the city, respectively, shall be entitled to vote for a councilmember to represent the ward in which they live to serve a four-year term in office, while for Ward 3, the councilmember shall be elected to serve out the remainder of the unexpired term of office of two (2) years.

DATED AND ISSUED this 24<sup>th</sup> day of November, 2023.

THE CITY OF MIDWEST CITY, OKLAHOMA

---

MATTHEW D. DUKES II, Mayor

ATTEST:

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SARA HANCOCK, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of November, 2023.

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DONALD MAISCH, City Attorney

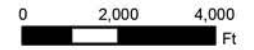
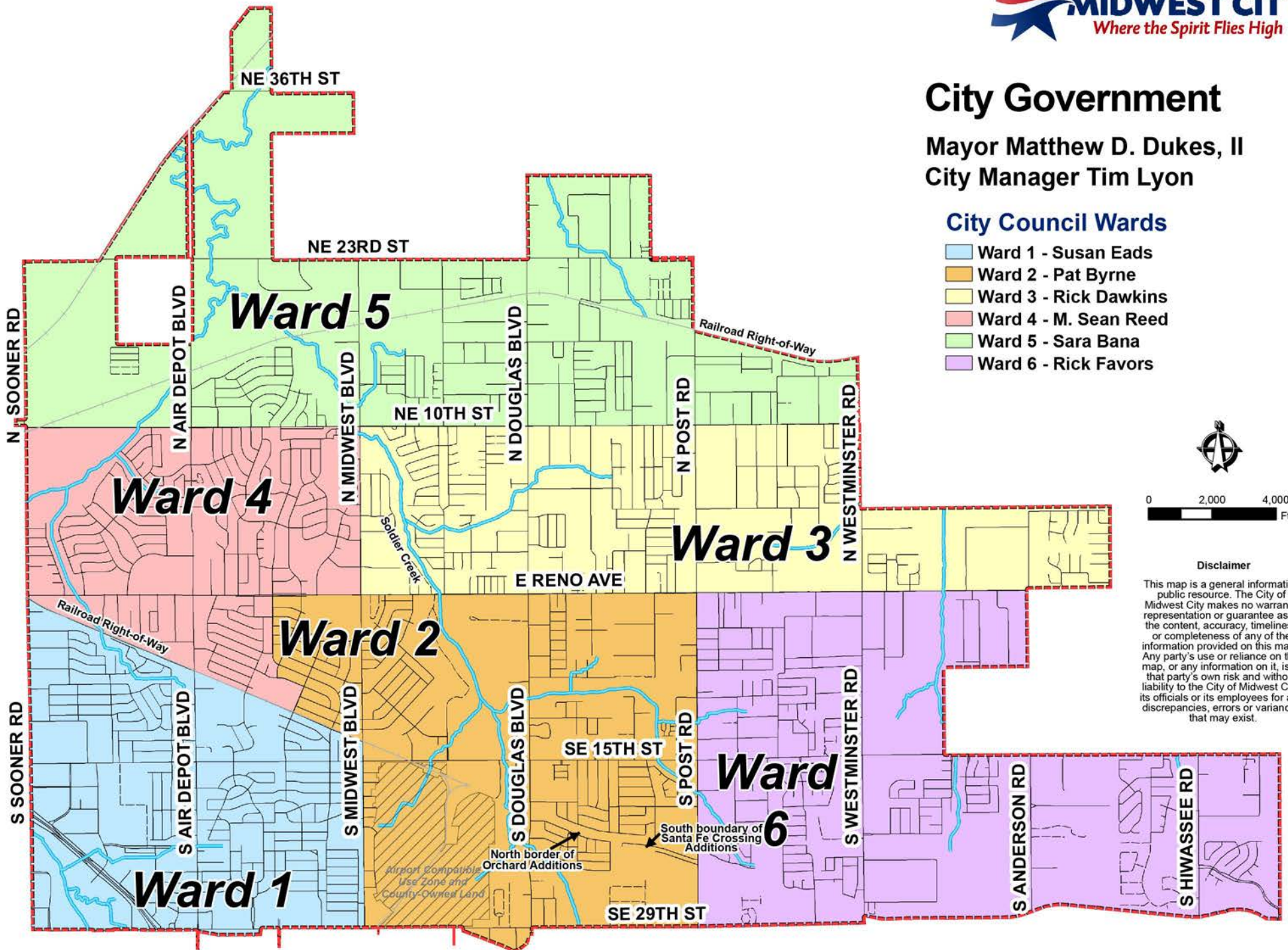


# City Government

Mayor Matthew D. Dukes, II  
City Manager Tim Lyon

## City Council Wards

- Ward 1 - Susan Eads
- Ward 2 - Pat Byrne
- Ward 3 - Rick Dawkins
- Ward 4 - M. Sean Reed
- Ward 5 - Sara Bana
- Ward 6 - Rick Favors



### Disclaimer

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



**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

**Assistant Public Works Director**  
[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)  
(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: November 14, 2023

Subject: Discussion, consideration, and possible action of approving an American Rescue Plan Act Grant Agreement between the City of Midwest City and the Oklahoma Water Resources Board in the amount of \$2,000,000.00 to develop citywide master plans and construct two 12-inch water lines as well as other related expenses.

---

On October 17, 2023, the Oklahoma Water Resources Board approved the City of Midwest City's request for an American Rescue Plan Act (ARPA) grant and committed funds in the amount of \$2,000,000.00 for the development of citywide master plans for the water, wastewater, and stormwater infrastructure and construction of water lines needed to connect the Water Resources Recovery Facility and Centrillum to Midwest City's water supply system. The City will match these funds with an estimated \$2,964,449.00.

The ARPA Grant Agreement is attached. Matching funds for these projects will be appropriated in separate agenda items at a later date.

Respectfully,

R. Paul Streets  
Public Works Director

Attachments



**BEFORE THE OKLAHOMA WATER RESOURCES BOARD  
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT )  
(ARPA) GRANT APPLICATION )  
NO. ARP-23-0258-G IN THE NAME OF THE )  
CITY OF MIDWEST CITY, )  
OKLAHOMA COUNTY, OKLAHOMA. )

ORDER APPROVING ARPA GRANT APPLICATION

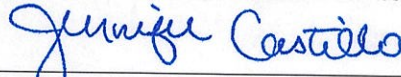
This matter came on for consideration before the Oklahoma Water Resources Board on the 17th day of October 2023. The Board finds that since the application for this grant has received a priority ranking of 39 points under Chapter 50 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$2,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

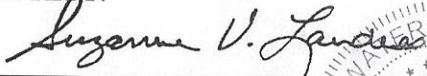
1. The amount of the ARPA grant shall not exceed \$2,000,000.00.
2. ARPA grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall be to develop a master plan for the city's infrastructure, and to construct two 12-inch potable pipelines. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, City of Midwest City is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 17th day of October 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD

  
\_\_\_\_\_  
Jennifer Castillo, Chairman

ATTEST:

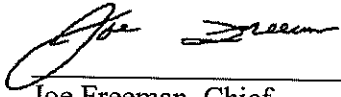
  
\_\_\_\_\_  
Suzanne Landess, Secretary

(SEAL)



City of Midwest City  
OWRB ARPA Grant No. ARP-23-0258-G

Reviewed By:

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

Joe Freeman, Chief  
Financial Assistance Division

**OKLAHOMA WATER RESOURCES BOARD  
AMERICAN RESCUE PLAN ACT GRANT AGREEMENT  
between City of Midwest City, Oklahoma County  
and Oklahoma Water Resources Board**

I, Mr. Matthew Dukes II, duly authorized Mayor of the City of Midwest City, Oklahoma County (hereinafter "Recipient"), do hereby accept and acknowledge said grant according to the terms of this American Rescue Plan Act ("ARPA" or the "Act") Grant Agreement.

In accepting said grant, Recipient duly acknowledges and agrees in all regards and respects that the Oklahoma Water Resources Board (the "Board") is a Subrecipient of a grant made available under the Act from the United States Treasury and the Recipient is a secondary subrecipient of such grant and, as such, Recipient must and shall comply with the requirements of all applicable federal and state statutory provisions and all Board rules, regulations and ARPA applicable grant policies including but not limited to: American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021), 2 CFR 200 et seq, local, state and federal labor laws, and other relevant provisions in the list attached hereto as "**Attachment 2**". Without limiting the generality of the foregoing, the applicant agrees as follows:

1. **Description of approved project.** This grant has been approved by the Board for Recipient's project which is to develop a master plan for the city's infrastructure, and to construct two 12-inch potable pipelines as well as other related expenses (the "Project"), as provided in the Board's Order Approving ARPA Award attached hereto as "**Attachment 1**" and incorporated by reference herein.
2. **Determination of amount of grant and assurance of adequate funding.** The amount of this grant shall not exceed the amount of two million dollars only (\$2,000,000.00). The Recipient shall ensure that adequate funding is in place to complete the Project. In the event that this grant alone, is for any reason insufficient to complete the Project, the Recipient shall obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of the Project.
3. **Creation and maintenance of separate accounting.** As a prerequisite to receiving grant money from the Board, Recipient shall establish and maintain separate accounting for said ARPA funds in a federally insured account.
4. **Expenditure of money in grant account only for authorized Project purposes.** The Board shall disburse proceeds of the grant to the Recipient only for incurred eligible project costs dated from March 3, 2021 and after in accordance with ARPA procedures. The Recipient shall submit certified requests for disbursement of funds proceeds to the Board on ARP-271 forms. The requests shall be accompanied by such invoices or other documentation as may be required by the Board to demonstrate that such amounts have been incurred by or on behalf of the Recipient for the payment of project costs. Upon

## OWRB ARPA Grant Agreement

Grant No. ARP-23-0258-G

approval by the Board Staff, the Board shall provide for disbursement of that portion of the funds to the Recipient in an expeditious and timely manner. The Recipient covenants and agrees that all disbursements of funds received shall be immediately and expeditiously transferred or paid out, as appropriate, for payment of Project costs as specified by the Recipient on the corresponding ARP-271 form. ARPA Grant funds cannot be expended for reimbursement of products or services originally procured with other federal or state grant funds.

5. **Expiration of Approval.** All reimbursement invoices for eligible project activities must be received by the Board by August 31, 2026 unless extended in writing by the Board. If an acceptable reimbursement request is not received on or before August 31, 2026, and there is no notice of extension by the Board then the approval of this grant shall expire, and no further grant funds will be released to Recipient.
6. **De-obligation of unexpended grant money.** Upon completion of the project, the Recipient agrees to provide to the Board with a copy of a certification in such form as is acceptable to the Board regarding completion of the project and quantification of any unexpended funds. Thereafter, the Board will de-obligate any such unexpended funds.
7. **Single Audit.** If a Single Audit is required, Subrecipient will submit a copy of the audit report to the State of Oklahoma within 9 months from the end of Subrecipient's fiscal year. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F.
8. **Record Retention.** The Recipient agrees to maintain and make available to the State of Oklahoma and/or US Department of Treasury, upon request, all documents, and financial records sufficient to establish compliance with ARPA, including but not limited to those examples of records described in Attachment 2. Recipient shall maintain and retain its financial records, supporting documents, statistical records, and all other records pertinent to this Grant for seven (7) years after all funds have been expended, and longer if any litigation, claims, or audit is started before the end of that seven (7) year period; in which case, records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action has been taken. If the U.S. Department of Treasury requests transfer of any of Recipient's records to it, Recipient must collect and transmit all required records to Treasury within the time allowed by Treasury in the request and in the format required in section 2 CFR § 200.336 of the Uniform Guidance (as defined in Attachment 2).
9. **Remedies.** In the event of non-compliance, the OWRB has the authority to withhold disbursements of grant funds pending correction of the non-compliance, terminate the grant, recover from the Recipient grant funds expended by the Recipient for anything other than approved Project costs, or other remedies available by law.
10. **SAM.Gov Registration.** Recipient is registered with the U.S System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS)

**OWRB ARPA Grant Agreement**  
**Grant No. ARP-23-0258-G**

number or Unique Entity Identifier (UEI) listed is the correct such number for the Recipient as of the date hereof.

11. **Federal Requirements.** The Recipient may be subject to additional requirements as may be directed by OWRB in accordance with ARPA and associated procedures for implementing provisions of the Act.

In consideration of the Recipient's agreement to these terms and conditions, Recipient has entered and signed this American Rescue Plan Act Grant Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Midwest City, Oklahoma County,  
Oklahoma**

By: \_\_\_\_\_  
Mr. Matthew Dukes II, Mayor

ATTEST:

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

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

**(BOARD SEAL)**

ATTACHMENT 1

OWRB BOARD ORDER APPROVING AWARD  
OF AMERICAN RESCUE PLAN ACT GRANT  
[Following pages]

**PLEASE RETAIN THE FOLLOWING  
BOARD ORDER FOR YOUR RECORDS**

## ATTACHMENT 2

Recipient confirms understanding it is a Recipient of State Fiscal Recovery Funds, and agrees to comply with applicable federal compliance, reporting, and contract requirements, including but not limited to:

### **FEDERAL LAWS**

American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021), as amended.

2 CFR 200 *et seq.* Specific sections include but are not limited to:

- the property standards found in 2 CFR § 200.310 through 2 CFR § 200.316 if applicable,
- the procurement standards found in 2 CFR §200.317 through 2 CFR §200.327
- financial monitoring and reporting requirements found in 2 CFR§ 200.328 to 2 CFR§ 200.330 regarding oversight of information and information collection
- record retention found in Section 2 CFR §200.334 through 2 CFR §200.338
- audit requirements found in Sections 2 CFR §200.500 through 2 CFR §200.520

US Department of Treasury Final Rule, Coronavirus State and Local Fiscal Recovery Funds, 87 Fed. Reg. 4338, January 27, 2022 and all other applicable federal rules, policies, guidance, procedures, and directives including Reporting and Compliance Guidance, as may be amended.

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total federal funds in their fiscal year.

Uniform Guidance (2 CFR Part 200), including Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

Davis Bacon Act, 40 U.S.C. §3141 and related Regulations for projects \$10 million or over  
For projects over \$10 million (based on expected total cost):

a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project.
- The number of employees on the project hired directly and hired through a third party.



- The wages and benefits of workers on the project by classification; and whether those wages are at rates less than those prevailing.
- Recipients must maintain sufficient records to substantiate this information upon request.

Applicable US Department of Treasury guidance (as may be amended from time to time).

### **STATE LAWS**

The Oklahoma Competitive Bidding Act of 1974, 61 Okla. Stat. §101 *et seq.*

The Oklahoma Consultant Act 61 Okla. Stat. §60 *et seq.* regarding procurement of engineering and architectural services for the Project.

### **EXAMPLES OF RECORDS TO BE RETAINED**

- a. General ledger and subsidiary ledgers used to account for (a) the receipt of grant payments and (b) the disbursements from such payments to meet eligible expenses
- b. Budget records;
- c. Payroll, time records, human resource records to support costs incurred for payroll expenses related to the Grant.
- d. Receipts of purchases made related to the Grant;
- e. Contracts and subcontracts entered into using grant payments and all documents related to such contracts;
- f. Grant agreements and grant subaward agreements entered into using grant payments and all documents related to such awards;
- g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- i. All internal and external email/electronic communications related to use of grant payments; and
- j. All investigative files and inquiry reports involving grant payments.

**STATE OF OKLAHOMA**  
**OKLAHOMA WATER RESOURCES BOARD (835)**  
3800 NORTH CLASSEN BLVD.  
OKLAHOMA CITY, OKLAHOMA 73118

**ELECTRONIC FUNDS TRANSFER AUTHORIZATION**

CLASS NAME: ARPA

GRANTEE'S NAME Midwest City

FEDERAL TAX IDENTIFICATION NO. \_\_\_\_\_

I hereby authorize the State of Oklahoma Treasury, hereinafter called Treasury, to initiate entries and to initiate, if necessary, debit entries as adjustments for the \_\_\_\_\_ checking or \_\_\_\_\_ savings account indicated below at the financial institution named below, hereinafter called Depository, to credit and/or debit the same any amount(s) owed by or due to me by the State of Oklahoma. This authority is to remain in full force and effect until Treasury has received written notification from me of its termination in such time and such manner as to afford Treasury and Depository a reasonable opportunity to act on it.

1. FINANCIAL INSTITUTION: \_\_\_\_\_

2. BANK TRANSIT NUMBER/ABA: \_\_\_\_\_

3. CHECKING/SAVINGS ACCT. NO.: \_\_\_\_\_

4. GRANTEE'S TELEPHONE NO.: \_\_\_\_\_

5. AUTHORIZED SIGNATURES:

typed or printed name

signature

_____	_____
_____	_____
_____	_____
_____	_____

6. DATE: \_\_\_\_\_

ATTACH VOIDED CHECK HERE.



Planning & Zoning Department

Matt Summers, Director of Planning & Zoning  
Tami Anderson, Administrative Assistant  
Emily Richey, Current Planning Manager  
Petya Stefanoff, Comprehensive Planner

---

**TO:** Honorable Mayor and Council  
**FROM:** Matt Summers, Director of Planning & Zoning  
**DATE:** November 14<sup>th</sup>, 2023  
**SUBJECT:** Discussion, consideration, and possible action to enter into a professional services agreement with TSW Planners, Architects and Landscape Architects of Atlanta, GA, in an amount not to exceed \$1,144,020 for design and construction documents, bidding and construction administration, and optional services for security, telecom, and A/V systems for part of the Southeast Quarter of Section 34, Township 12 North, Range 2 West of the Indian Meridian a/k/a the Hospital District.

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The Hospital District Revitalization Project represents the vision and partnership between the City of Midwest City and SSM Health Saint Anthony Hospital – Midwest. The next step in this project is to create construction documents and bid the project out for construction. The City has been using the professional services of TSW for previous stages of design for this project and has been satisfied with the quality of work produced. TSW was selected in 2021 after responding to a published request for proposals, and a review and interview process conducted by the City and SSM Health. The previous services rendered by TSW for this project include:

- A Revitalization Plan & Design Code – Completed March 2022
- Final Schematic Package, Pricing, and Preliminary Utility, Grading, and Paving – Completed August 2023

Staff and TSW have discussed, negotiated, and agreed upon on the scope and cost of the project. Tasks 1-3 of the agreement are for project management, design development, and construction documentation. The total cost of Tasks 1-3 is proposed to be \$862,050. Task 4 of the agreement is for bidding and construction administration with ‘as-needed’ costs not to exceed \$256,050. Task 5 of the agreement is for optional services for Security & Telecom Infrastructure Systems Engineering Services and Audio Visual Systems Engineering Services totaling \$25,920.

The project will be funded from the Hospital District Fund (Project Number 902301). Action on this item is at the discretion of the City Council

Matt Summers, AICP  
Director of Planning & Zoning

Attachment: Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

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**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and Tunnell, Spangler & Associates, Inc. d/b/a TSW (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS**, **City** is in need of the following professional services The Design Team will be responsible for Schematic Design and Pricing Plans for all improvements, including hardscapes, landscapes, amphitheater building, and civil design. See attachment (Exhibit E) for the limits of design. The Owner of the project is the City of Midwest City. The design shall comply with local ordinances and requirements; and

**WHEREAS**, **Service Provider** is in the business of providing professional services that is needed by the **City**; and

**WHEREAS**, the **City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested professional services; and

**WHEREAS**, **City** hereby retains **Service Provider** to provide professional services as an independent contractor; and

**WHEREAS**, **Service Provider** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** 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 mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

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**1. SERVICES, PRODUCTS, SOLUTIONS AND DELIVERABLES TO BE PROVIDED**

Subject to the terms and conditions of this **Agreement**, the **City** retains the **Service Provider** as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The City shall meet with Service Provider to identify service needs on a project by project basis. Service Provider will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The City may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the Service Provider shall be responsible for timely providing the services authorized by the purchase order Parklawn Drive and National Avenue Revitalization Project. Upon completion of the Project Schematic Design the Service Provider will issue an invoice to the City and, upon approval of the invoice, the City will pay the invoice. Upon completion of each Project and provision to the City of all Deliverables for that Project and payment of the invoice for that Project to the Service Provider, the City shall own all rights and license for the Deliverables and other work products related to that Project.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

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a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. 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 **Agreement**.

b) The text of this **Agreement** together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service 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” (“Scope of Services”)
- Attachment “B” (“Fees”),
- Attachment “C” (“Service Provider Team”),
- Attachment “D” (“Insurance”)
- Attachment “E” (“Site Map”)

## **2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES**

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

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provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **City**.

C. **Service 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**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

### **3. CONSIDERATION**

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in **Attachment “B” (“Schedule of Fees / Rate Card”)**.

B. The **City** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

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**And**  
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**4. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. 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 contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **City** shall 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 **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **City** are not employees of the **City**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **City**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City** or its employees.

**5. TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.



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B. The **City** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables 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**.

3. Upon notice of termination for *cause* from the **City**, the **Service 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 **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider**'s breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created

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in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** 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 **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, 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 **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service 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.

D. **Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service 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 **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

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2. Upon termination for *convenience* of the Project and the providing to the City of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

**6. WARRANTIES**

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities 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 **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

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C. The **Service 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.

**7. INSURANCE**

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such

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revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

## **8. INDEMNIFICATION**

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit,

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restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. 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**.

**9. BONDS**

**Service Provider** shall provide all bonds required by the RFP/Bid. All Performance Bonds shall be on forms provided by the **City**. The **City** shall be the beneficiary of the Performance Bond. The Performance Bond shall be underwritten by a company that has filed and has registered to do business with the Oklahoma Secretary of State.

**10. CONFIDENTIALITY**

**Service Provider** acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

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**11. NOTICES**

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk  
100 N. Midwest Boulevard  
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Mr. Adam Williamson, Senior Principal, TSW  
1447 Peachtree St., NE, Suite 850  
Atlanta, GA 30309

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

**12. ABIDES BY LAW**

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for

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securing any license, permits and/or zoning which may be required prior to commencement of the Project.

**13. ASSIGNMENT AND SUBLEASE**

**Service Provider** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

**14. COMPLETE AGREEMENT AND AMENDMENT**

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

**15. TIME OF ESSENCE**

For the purposes of this **Agreement**, time shall be deemed to be of the essence.



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**16. MULTIPLE ORIGINALS**

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

**17. ANTI-COLLUSION**

**Service Provider** agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

**18. BREACH AND DEFAULT**

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

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**19. THIRD PARTY BENEFICIARIES**

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

**20. VENUE AND CHOICE OF LAW**

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

**21. 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.

**22. NO WAIVER**

The failure or neglect of either of the **Parties** 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.

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**23. 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 **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

**24. AMENDMENT**

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

**25. EFFECTIVE DATE**

The Effective Date of this **Agreement** is the date approved by the **City** as the last party hereto.

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

**Service Provider:**                    Tunnell, Spangler & Associates, Inc. d/b/a TSW

Name: Mr. Adam Williamson

Title: Principal

\_\_\_\_\_

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**APPROVED** by the Council and **SIGNED** by the Mayor of The City of Midwest City this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF MIDWEST CITY**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
SARA HANCOCK, CITY CLERK

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, CITY ATTORNEY

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**ATTACHMENT “A”**

**Task 1: Project Kick-Off + Existing Conditions**

**1.1 TSW Team will conduct an initial consultation session** (Teams or Zoom meeting) to finalize project approach and make project team introductions. Project goals and timelines for each phase will be finalized during this meeting. The team will meet quarterly with the advisory group to give updates.

**1.2 TSW will manage the project**, including all subconsultants, to ensure all work is completed accurately and on time. TSW will also handle all billing of each subconsultant. The team will have monthly meetings to ensure the project is coordinated and on schedule.

**Task 2: Design Development**

**Based on the completed Schematic Design phase, the TSW Team will advance Schematic Design drawings** into Design Development drawings (60% set of Construction Documents).

**2.1 Civil Design Development drawings will include:**

- Trail
- Trailhead
- Public Paving and Drainage Plans
- Public Water Line
- Public Sewer Lines
- Detention Pond
- Master Grading Plan
- Traffic Improvements

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- Demolition Plan
- Assist With Park Area
- Utility Coordination

**2.2 Architecture and Landscape Architecture Design Development drawings will include:**

- Revised Overall Site Plan
- Hardscape and Landscape Plans for the Park, Trailheads, Trail, Roundabout, Streetscape and Boardwalk Areas)
- Revised Building Floor Plans and Elevations (Amphitheatre / Restroom Building)
- Floor, Roof, and Reflected Ceiling Plans (Amphitheatre / Restroom Building)
- Structural Foundation and Framing Plans with Membrane Sizing and Footing Sizes (Amphitheatre / Restroom Building)
- Mechanical, Electrical, and Plumbing Plans with Schedules and Legends (Amphitheatre/ Restroom Building)
- Code Summary and Life Safety Plan
- Outline Specifications and Notes
- Revised Preliminary Cost Model

TSW Team QA/QC review of Design Development documents.

City review of Design Development documents (approximately 3 weeks).

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**Task 3: Construction Documentation**

Based on feedback from Task 2 the TSW Team will advance Design Development drawings into Construction Documents (75% Review and 100% Final Plans).

**3.1 Civil Construction Documents will include:**

- Cover Sheet
- General Notes
- Existing Conditions Plan
- Site Demolition Plan
- Grading and Drainage Plan
- Erosion Control Plan
- Utility Plan and Profiles
- Storm Drainage Design and Profiles
- Civil Construction Details
- Lighting Conduit, Pull boxes, and Base Plans and Details (OG&E will install poles)
- Utility Coordination

**3.2 Architecture and Landscape Architecture Design Development drawings will include:**

- Cover Sheet
- General Notes
- Existing Conditions Plan
- Site Demolition Plan
- Construction Item Plan
- Site Layout Plan
- Supplemental Grading and Drainage Plan
- Construction Details
- Lighting Layout Plans, and Pole Type Detail (Provided by OG&E)



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- Landscape Plans
- Irrigation Diagram (Design-Build)
- Structural Design Includes Two Open Air Pavilions, Chimney, Monument Signage and Foundations (Gateway Sign, Beacon Sign, Selfie Art), Boardwalk Foundations and Railing.
- Code Summary and Life Safety Plan
- Project Manual Format Specifications
- Reference Perspectives for the Project (Amphitheatre/ Restroom Building)
- Full permit set including but not limited to: Dimensioned Floor, Roof, and Reflected Ceiling Plans (Amphitheatre/ Restroom Building)
- Building shall be designed to adopted codes: 2018 IBC, 2018 IPC, 2018 IMC, 2018 IECC, 2018 IFC, & 2020 NEC.
- Dimensioned and coordinated Elevations and Sections (Amphitheatre/ Restroom Building)
- Wall, Door, and Window Schedule (Amphitheatre/ Restroom Building)
- Stamped Structural Foundation Plan with Dimensions, Footing Locations, and Footing Schedules (Amphitheatre/ Restroom Building)
- Structural Live, Dead, Snow, and Wind Loading (Amphitheatre/ Restroom Building)
- Structural Sections and Details (Amphitheatre/ Restroom Building) Special Inspection Requirements (Amphitheatre/ Restroom Building)
- Mechanical, Electrical, and Plumbing Plans, with Schedules and Legends (Amphitheatre/ Restroom Building)
- Finish Schedules (Amphitheatre/ Restroom Building)
- Interior Elevations (Amphitheatre/ Restroom Building)
- UL Assembly Ratings and Fire Barriers Requirements (Amphitheatre/ Restroom Building)
- Riser Diagrams, Single Line Diagrams, Specifications of Equipment, and System Details (Amphitheatre/ Restroom Building)

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- Revised Cost Model for 75%

TSW Team QA/QC review of Draft Construction Documents.

City review of Draft Construction Documents (approximately 3 weeks).

Based on feedback from the City on the 70% submittal, the TSW Team will advance Construction Documents into 100% Construction Documents (see Tasks 3.1 & 3.2 for list of documents).

TSW Team QA/QC review of Final Construction Documents.

Submit final Construction Documents to City.

The TSW Team will identify necessary permitting early in the planning process and work with local authorities to determine those requirements.

Develop documents required for permitting (Building Permits, Department of Environmental Quality for water and sewer) (land disturbance by contractor).

Coordinate with City and other regulatory agencies on permit requirements and acquire permits on behalf of the City.

#### **Task 4: Phase 1 Project Bidding + Construction Administration Services**

##### **4.1 The TSW Team will provide Bid Phase Services when requested by City.**

- Attend a virtual pre-bid meeting
- Issue addenda as necessary
- Respond to bidders as necessary

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- Assist the City with the evaluation of the bidders

**4.2 The TSW Team will provide Construction Phase Services when requested by City.**

- Respond to request for information
- Monthly virtual meetings
- Site visits will occur at key milestones
- Prepare construction observation after site visits
- Review submittals and close out documents
- Post Permit and Construction Phase Drawing Revisions

**Assumptions:**

The following items are excluded from the Project scope:

- Special Inspections
- Geotechnical Reports
- Private Utility Locator
- Variance Applications
- Preparation and recording of easement plats or legal descriptions.
- Record Drawings
- Phased Construction Plans
- As-Built Surveys
- Construction Inspections and Testing
- Fees for Construction Permitting
- Sewer or Tap Fees
- Public Meetings
- Zoning or Variance Work and Submissions
- Branding
- Traffic Study

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

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- Structural Retaining Walls

### **Task 5: Optional Service**

#### **IT Telecom Infrastructure Systems**

- Services will encompass design of site connection to utility services that exists in close proximity to the project property line.
- Coordination with and provisions for Owner-supplied network and miscellaneous communication equipment.
- Coordination with all engineering disciplines including electrical, mechanical, fire protection, and all architectural scopes of work.
- Requirement to work closely with City's corporate IT staff to understand systems in other facilities and identify appropriate approach for the new facility through iterative investigation of various options.
- Design of all Voice & Data Infrastructure Systems.
- Design of all Wireless Voice & Data Infrastructure Systems.
- Design of telecommunication grounding system.

#### **Security & Access Control Systems**

- Design of Intrusion Detection Systems for the perimeter and higher security spaces, as directed by the Owner and Design Team. This would include the requirement for numerous types of sensors including, but not limited to, door position switches, door alarm sounders, glass break detectors, motion detectors, etc.
- Design of card-based or fob-based access control systems into staff areas or higher security spaces, as directed by the owner.
- Design of in-building IP-Based Digital Video Surveillance systems throughout the building spaces. The Video systems will include the requirements for Network Video Recorders.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
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**THE CITY OF MIDWEST CITY**

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**Audio Visual Systems**

- Design of basic permanent loudspeaker systems to serve small pop up events.  
Loudspeaker systems shall be designed to support voice lift applications based on the premise that live music events music will use independent systems.
- Design accommodations for rental equipment.
- Design of wiring harness.
- Interface with power systems.
- Connectivity to back of house spaces.
- Digital signage, as needed.
- Audio visual support for event patio to be determined.

J & A Engineering will provide all low voltage system requirements, in the form of contract documents that will be submitted for approval by the Project Design Team.

**SCOPE OF DESIGN FOR OPTIONAL SERVICES**

A breakdown of each task or element is as follows:

**PHASE I SCHEMATIC DESIGN PHASE**

1. Staff preliminary planning meeting by conference call with the Design Team to define the parameters of the new low voltage systems.
2. Prepare a systems narrative that reflects the project's low voltage system requirements, based on the information gathered during surveys and meetings.
3. Initial coordination with engineering team members. Specific topics include initial power requirements and conduit placement.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

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PHASE II DESIGN DEVELOPMENT PHASE

1. Staff programming with the Design Team in an effort to define the features and functions of the new systems.
2. Prepare preliminary drawings based on the information gathered during surveys and meetings. These drawings shall include equipment room layouts and space layouts.
3. Develop a complete set of electronic system design drawings and specifications that document all system requirements. All floor plans, site plan, and large-scale drawings will be developed to scale.
4. Meet and review drawings with the Design Team. Make revisions as required.
5. Coordinate with the engineering team members. This includes working with the design team to coordinate low voltage system grounding, conduit and cable tray routing, and site conduit routing. Other coordination issues typically include developing heat loads and power load information for the mechanical and electrical design team.
6. Review preliminary cost estimates and assist in the cost analysis effort. This effort will include incorporating any approved Value Engineering (VE) proposals.

PHASE III CONSTRUCTION DOCUMENTS PHASE

1. Prepare final construction drawings and specifications.
2. Review Construction Documents with the Design Team. Make revisions as necessary.
3. Coordinate with local code officials & the Design Team in an effort to present documents and obtain approval from all required parties.
4. The final construction documents shall include design drawings and technical specifications that shall be utilized for bidding and construction.
5. Review preliminary cost estimates and assist in the cost analysis effort. This effort will include incorporating all approved Value Engineering (VE) proposals.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

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PHASE IV BIDDING/NEGOTIATIONS

1. Assist in the identification of certified contractors for all required scopes of work.
2. Participate in pre-bid conference activities for all qualified contractors.
3. Attend Pre-Bid Meeting.
4. Provide clarifications and interpretation of the construction documents and prepare addenda/amendments to the documents as approved by the client.
5. Assist in the evaluation of submitted bids from Low Voltage Contractors and make recommendations for award of Low Voltage Contract.

PHASE V CONSTRUCTION ADMINISTRATION

1. Review all submittals, shop drawings, and brochures, by low voltage contractors to verify compliance with the Low Voltage Contract Documents.
2. Review re-submittals of above requirements that have been returned for corrections until all have been ACCEPTED AS NOTED in compliance with the Contract Documents.

PHASE VI POST-CONSTRUCTION PHASE

1. Review all close-out documents submitted by low voltage contractors to verify compliance with the Low Voltage Contract Documents.
2. Submit report confirming proper operation of all low voltage systems.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

**ATTACHMENT “B”**

The scope of work for **Tasks 1 - 3** will be completed for a **LUMP SUM** fee of **\$862,050.00**. **Task 4** will be completed as **Hourly – Not To Exceed amounts. Reimbursable Expenses are \$14,500.00 Not To Exceed. Task 5 shows Optional Services.** Additional Services will be provided upon request from the Owner and authorized in writing before commencing work.

**Fee Breakdown by Task**

<b>TASK</b>	<b>LUMP SUM FEE</b>	<b>HOURLY – NOT TO EXCEED</b>
<b>Task 1: Project Management + Meetings</b>	<b>\$40,000</b>	
<b>Task 2: Design Development</b>	<b>\$312,000</b>	
Task 2.1: Civil	\$194,750	
Task 2.2: Architecture and Landscape Architecture	\$109,250	
Cost Estimating	\$8,000	
<b>Task 3: Construction Documentation</b>	<b>\$510,050</b>	
Task 3.1: Civil	\$194,750	
Task 3.2: Architecture and Landscape Architecture	\$275,500	
Structural	\$11,000	
Mechanical / Electrical / Plumbing	\$20,800	
Cost Estimating	\$8,000	
<b>Task 4: Bidding and Construction Administration</b>		<b>\$256,050</b>
<b>Task 4.1: Bid Phase Services</b>		
Civil		\$11,250
Architecture and Landscape Architecture		\$16,000
Structural		\$1,000



**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

<b>TASK</b>	<b>LUMP SUM FEE</b>	<b>HOURLY – NOT TO EXCEED</b>
Mechanical / Electrical / Plumbing		\$1,000
<b>Task 4.2: Construction Administration</b>		
Civil		\$45,000
Architecture and Landscape Architecture		\$175,000
Structural		\$1,600
Mechanical / Electrical / Plumbing		\$5,200
<b>Reimbursable Expenses</b>		<b>\$14,500</b>
<b>Totals</b>	<b>\$862,050</b>	<b>\$256,050</b>

**Task 5 Optional Services:**

**Security & Telecom Infrastructure Systems Engineering Services:**

Schematic Design:	\$ 1,530.00
Design Development:	\$ 4,830.00
Construction Documents:	\$ 5,490.00
Bidding & Negotiation:	\$ 990.00
<u>Construction Administration: Hourly + Reimbursable Expenses</u>	
<b>TOTAL</b>	<b>\$ 12,840.00</b>

**Audio Visual Systems Engineering Services:**

Schematic Design:	\$ 1,140.00
Design Development:	\$ 4,920.00
Construction Documents:	\$ 6,150.00
Bidding & Negotiation:	\$ 870.00
<u>Construction Administration: Hourly + Reimbursable Expenses</u>	
<b>TOTAL</b>	<b>\$13,080.00</b>

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

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**ATTACHMENT “C”**

**Consultant’s Project Team**

The following are the members of the Consultant’s Project Team:

Tunnell, Spangler & Associates, Inc. d/b/a TSW (Architect and Landscape Architect)

- Adam Williamson
- Katy O’Meilia
- Peyton Peterson
- Heather Hubble

Johnson & Associates (Civil Engineer)

- Tim Johnson
- Mark Zitzow

360 Engineering Group, PLLC (Structural Engineer)

- Ricardo Montoya

Allen Consulting Incorporated (MEP Engineer)

- Jesse Babb

J&A (Low Voltage Engineer)

- Jim Gillis

**ATTACHMENT “D”**

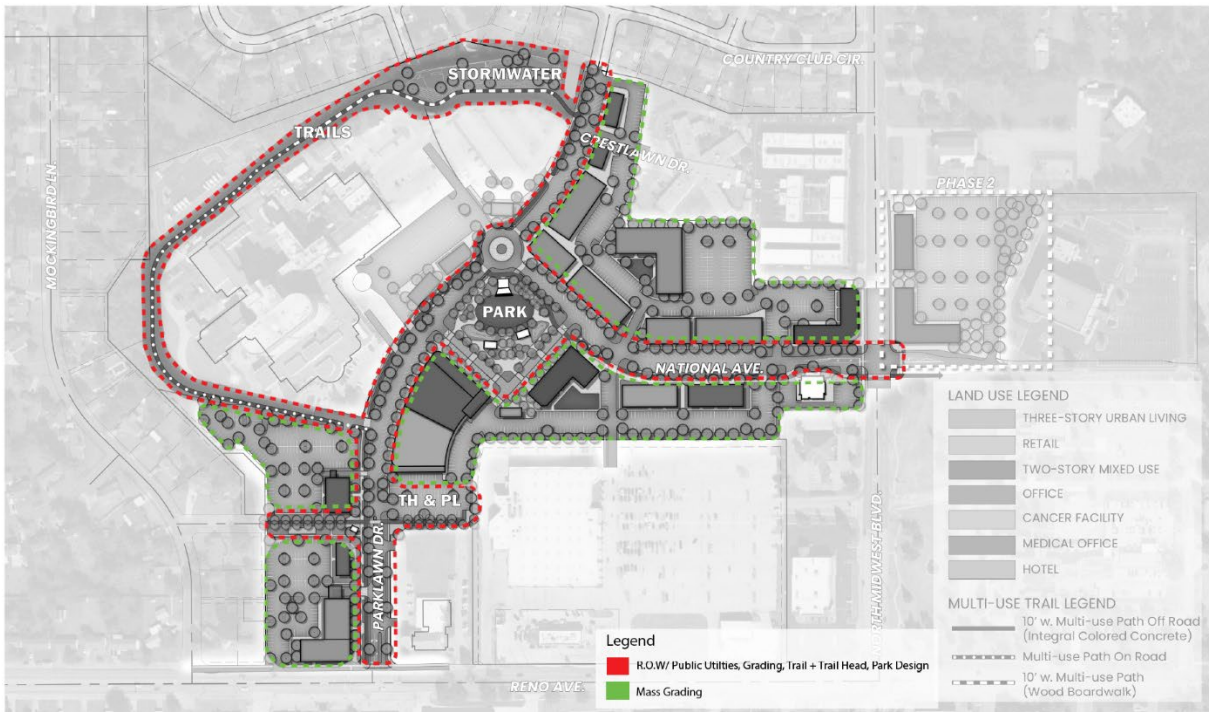
**Certificate(s) of Insurance**



**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Tunnell, Spangler & Associates, Inc. d/b/a TSW**  
**And**  
**THE CITY OF MIDWEST CITY**

**ATTACHMENT “E”**

**Site Map**





**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

TO : Honorable Mayor and City Council

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

DATE : November 14, 2023

SUBJECT : Discussion, consideration, and possible action to proceed with an ordinance, to close for public use, four Easements, and one Right of Way or Utility Reserve recorded in Book 444, Page 520, Book 464, Page 73, Book 3889, Page 407, and Book 4046, Page 1110 in the Oklahoma County Clerk office and lying in the Southwest Quarter (SW/4) of Section 34, Township 12 North Range 2 West, of the Indian Meridian, Oklahoma County, Oklahoma.

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The application for the proposed Glenhaven Addition located at the northwest corner of the intersection of East Reno Avenue and Glenhaven Drive cannot proceed until the above easements and right of way are addressed. The listed instruments do not align with the proposed development's future lot layout, they must be removed and rededicated on the proposed plat to maximize the use of the property. This process will have no impact on the current construction underway on the property and won't hinder the time lines of the project.

Therefore, with permission, an ordinance to vacate will be created to file at the Oklahoma County Clerk.

Pursuant to Section 37-7 of the Municipal Code, an ordinance to close an easement and right of way is a requirement and must be done in a public hearing. Notice of this public hearing has been sent to all public franchises and property owners within 300 feet of this area.

Attached are exhibits and copies of the filed instruments to be closed.

The public hearing that's required would be the November 14th City Council meeting. At that time, with Council's permission, the easements and right of way would be closed and staff would proceed with filing of the resolution at the county clerk.

Action is at the discretion of the Council.

Patrick Menefee, P.E.,  
City Engineer  
Attachments

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  
AMANDA CARPENTER  
MASON J. SCHWARTZ  
COOPER T. HAHN  
AUSTIN HAMM  
KAITLYN A. TURNER

OF COUNSEL  
DENNIS R. BOX  
WILLIAM J. BULLARD  
RICHARD D. FORSHEE

September 8, 2023

**HAND DELIVERED**

Don Maisch, City Attorney  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110

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

Re: Request for City Council approval of an Ordinance closing to public use portions of Marlow Drive and four easements created by separate easements, and acceptance of two proprietary utility easements by Midwest City.

Mr. Maisch and Mr. Menefee:

Enclosed are copies of the following for your review and processing:

1. Authorization letter to Midwest City from Midhoma LLC.
2. Application to Midwest City signed by Paul Lefebvre on behalf of Bentwood Investments, LLC and Midhoma LLC.
3. 24" x 36" Survey prepared by Golden Land Surveying.

Please advise if you have any questions or concerns. Thank you.

Regards,

Paul Lefebvre

cc: Joel Bryant  
Mark Grubbs

**Midhoma LLC  
222 Grand Avenue  
Englewood, NJ 07631  
(201) 569-5988**

August 31, 2023

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

Att: Patrick Menefee, City Engineer  
100 N. Midwest Blvd.  
Midwest City, OK 73110,

and

Donald Maisch, City Attorney  
100 N. Midwest Blvd.  
Midwest City, OK 73110

Re: Request for City Council approval of an Ordinance  
closing to public use certain portions of Marlow Drive  
and two easements created by separate instruments.

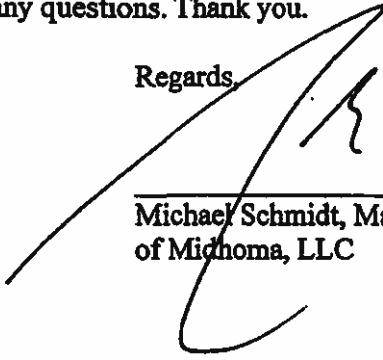
Mr. Menefee and Mr. Maisch,

I am the Manager of Midhoma LLC ("Midhoma"), which is the owner certain real property (the "Property") located at the northeast corner of the intersection of N. Air Depot Boulevard and E. Reno Avenue. The Town and Country Center with a street address of 7015 E. Reno Avenue, occupies the Property. Midhoma is the owner of the Property by means of that certain Special Warranty Deed dated December 12, 2016, and recorded December 16, 2016, in Book 13313, Page 1283, in the office of the Oklahoma County Clerk. A copy of the aforementioned Special Warranty Deed, marked as **Exhibit N**, is attached to that certain correspondence (the "Letter Application") previously delivered to you, which is dated June 8, 2023, and signed by Paul Lefebvre as counsel for Midhoma and Bentwood Investments, LLC. Mr. Lefebvre and the law firm of Williams, Box, Forshee and Bullard, P.C., 522 Colcord Drive, Oklahoma City, OK 73102 are hereby authorized to represent Midhoma at any municipal hearing regarding the request contained herein.

Please accept this letter as Midhoma's request for an Ordinance approved by Midwest City's City Council, closing to public use that portion of Marlow Drive described on **Exhibit B-1** and depicted on **Exhibit B-2**, that portion of a 20 foot easement described and depicted on **Exhibit D-2**, and that portion of a 5 foot easement described and depicted on **Exhibit E-2**, all attached to the Letter Application. It is also Midhoma's request that the City Council approve the acceptance of that certain 25 Foot Midhoma Easement, a copy of which, marked as **Exhibit L**, is attached to the Letter Application.

Please advise if you have any questions. Thank you.

Regards,

A large, stylized handwritten signature in black ink, appearing to be 'Michael Schmidt', written over a horizontal line.

Michael Schmidt, Manager  
of Michoma, LLC



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

*ATTORNEYS AND COUNSELLORS*

JOHN MICHAEL WILLIAMS  
DAVID M. BOX  
KEITH R. GIBSON  
CARLA J. SHARPE  
PAUL LEFEBVRE  
LYN MARTIN-DIEHL  
MICHAEL D. O'NEAL  
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KAITLYN A. TURNER

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

522 COLCORD DRIVE  
OKLAHOMA CITY, OKLAHOMA 73102-2202

TELEPHONE  
(405) 232-0080

TELECOPIER  
(405) 236-5814

June 8, 2023

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

Donald Maisch, City Attorney  
100 N. Midwest Blvd.  
Midwest City, OK 73110

Re: Request for City Council approval of a municipal ordinance closing Marlow Drive and four easements to public use, and the acceptance by the City Council of two utility easements.

Dear Sirs:

On behalf of our clients, Bentwood Investments, LLC, an Oklahoma limited liability company ("Bentwood"), and Midhoma LLC, an Oklahoma limited liability company ("Midhoma"), we request this letter be accepted as a submission to the City of Midwest City, Oklahoma (the "City") that the City Council approve a municipal ordinance closing to public use a portion of Marlow Drive ("such portion referenced herein as "Marlow Drive") and portions of four easements (collectively the "Four Easements to be Closed"), each of which had been created by a separate instrument, and acceptance by the City Council of two proprietary utility easements (collectively the "Two Proprietary Utility Easements") granted respectively by Bentwood and Midhoma in favor of the City. Marlow Drive and the Four Easements to be Closed are collectively referenced herein as the "ROW and Easements to be Closed". A collective description and depiction of the ROW and Easements to be Closed, marked respectively as **Exhibit A-1** and **Exhibit A-2**, are attached hereto.

A description and a depiction of the portion of Marlow Drive to be closed to public use, respectively marked as **Exhibit B-1 (Marlow Drive Description)** and **Exhibit B-2 (Marlow Drive Depiction)**, are attached. Copies of the aforementioned four easement instruments to be closed, as well as descriptions and depictions of the portions of each to be closed to the public by municipal ordinance, respectively marked as **Exhibit C-1 (Bentwood 20' Easement Instrument)** dated July

10, 1941, and recorded July 14, 1941, in Book 444, Page 520, in the office of the Oklahoma County Clerk, Exhibit C-2 (Bentwood 20' Easement Description and Depiction), Exhibit D-1 (Midhoma 20' Easement Instrument) recorded June 7, 1941, in Book 464, Page 73, in the office of the Oklahoma County Clerk, Exhibit D-2 (Midhoma 20' Easement Description and Depiction), Exhibit E-1 (Midhoma 5' Easement Instrument) dated July 7, 1969, and recorded July 30, 1969, in Book 3889, Page 407, in the office of the Oklahoma County Clerk, Exhibit E-2 (Midhoma 5' Easement Description and Depiction), Exhibit F-1 (Bentwood 15' Utility Easement Instrument) dated June 1, 1972, and recorded June 26, 1972, in Book 4046, Page 1110, in the office of the Oklahoma County Clerk, and Exhibit F-2 (Bentwood 15' Utility Easement Description and Depiction), are attached hereto.

A copy of a Resolution approved by the Oklahoma County Board of County Commissioners, marked as Exhibit G (BOCC Resolution) and attached hereto, and a Quit Claim Deed marked as Exhibit H (BOCC Quit Claim Deed) dated and recorded February 22, 2023, in Book 15391, Page 1506, in the office of the Oklahoma County Clerk, and attached hereto, transferred Oklahoma County's interest in two of the Four Easements to be Closed and Vacated.

The City owns a twenty foot by fifty foot parcel of land (the "City's Water Well Tract") located on Marlow Drive by means of that certain Quit Claim Deed dated April 9, 1956 and recorded June 5, 1956, in Book 2055, Page 243, recorded in the office of the Oklahoma County Clerk, a copy of which, marked as Exhibit I (MWC Water Well Tract Vesting Deed), is attached. The location of the City's Water Well Tract is depicted on Exhibit D-2 (Midhoma 20' Easement Description and Depiction)

Following the approval of an ordinance closing Marlow Drive and the Four Easements to be Closed to public use, we will file a Petition in the Oklahoma County Court Clerk's office, generally in the form, marked as Exhibit J (District Court Petition), attached hereto, which seeks to foreclose the City's absolute right to reopen Marlow Drive and the Four Easements to be Closed.

Following the recording of a Journal Entry of Judgment granting the relief requested by Bentwood and Midhoma, and following acceptance by the City of two proprietary utility easements (the "Two Proprietary Utility Easements") generally in the form respectively marked as Exhibit K (20' Bentwood Easement Instrument) and Exhibit L (25' Midhoma Easement Instrument), the same will be recorded in the office of the Oklahoma County Clerk.

Bentwood is the owner of the property on which two of the Four Easements to be Closed and Vacated are located by means of that certain Warranty Deed dated April 13, 2022, and recorded April 14, 2022, in Book 15123, Page 1805, recorded in the office of the Oklahoma County Clerk, a copy of which, marked as Exhibit M (Bentwood Vesting Deed), is attached hereto. Midhoma is the owner of the property on which Marlow Drive and two of the Four Easements to be Closed and Vacated are located by means of that certain Warranty Deed dated December 12, 2016, and recorded December 16, 2016, in Book 13313, Page 1283, recorded in the office of the Oklahoma County Clerk, a copy of which, marked as Exhibit N (Midhoma Vesting Deed), is attached.

A copy of a certified ownership list, marked as Exhibit O (Ownership List), is attached. The aforementioned Ownership List was created based on a radius of 300 feet from the boundaries of Marlow Drive and the Four Easements to be Closed and Vacated.

Please advise if you have any questions or concerns. Thank you.

Regards,

A handwritten signature in black ink that reads "Paul Lefebvre". The signature is written in a cursive style with a large, stylized "P" and "L".

Paul Lefebvre

ORD \_\_\_\_\_

**Exhibit A-1**

**LEGAL DESCRIPTIONS OF RIGHT OF WAY AND EASEMENTS TO BE  
CLOSED BY MUNICIPAL ORDINANCE AND VACATED BY DISTRICT COURT**

**Marlow Drive Closure Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence South 89°51'43" West a distance of 25.00 feet; Thence North 00°36'11" West a distance of 957.99 feet; Thence North 89°51'43" East a distance of 5.00 feet; Thence North 00°36'11" West a distance of 200.49 feet; Thence North 89°53'58" East a distance of 20.00 feet; Thence South 00°36'11" East a distance of 1158.47 feet to the POINT OF BEGINNING.

LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.

Containing 27,954 square feet or 0.6417 acres, more or less.

**20-Foot-Wide Bentwood Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence continuing North 00°36'11" West, a distance of 1158.47 feet to a point for the Northwest corner of the herein described strip; Thence North 89°54'15" East, a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.45 feet to a point for the Southeast Corner of said strip; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING. Containing an area of 23,169 square feet or 0.5319 acres, more or less.

**20-Foot-Wide Midhoma Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North

00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence South 89°51'43" West, a distance of 20.00 feet; Thence North 00°36'11" West, a distance of 1158.48 feet to a point for the Northwest corner of the herein described strip; Thence North 89°53'58" East, a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.47 feet to the POINT OF BEGINNING. Containing an area of 23,165 square feet or 0.5318 acres, more or less.

LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.

**5-Foot-Wide Midhoma Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING; Thence continuing South 89°51'43" West, a distance of 5.00 feet; Thence North 00°36'11" West, a distance of 957.99 feet; Thence North 89°51'43" East, a distance of 5.00 feet; Thence South 00°36'11" East, a distance of 957.99 feet to the POINT OF BEGINNING.

Containing an area of 4,790 square feet or 0.1100 acres, more or less.

**15-Foot-Wide Bentwood Utility Easement**

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING; Thence continuing South 89°51'43" West, a distance of 5.00 feet; Thence North 00°36'11" West, a distance of 957.99 feet; Thence North 89°51'43" East, a distance of 5.00 feet; Thence South 00°36'11" East, a distance of 957.99 feet to the POINT OF BEGINNING. Containing an area of 4,790 square feet or 0.1100 acres, more or less.

A strip of land lying in and being a part of a 15 foot wide utility easement recorded in Book 4046 at Page 1110 in the Oklahoma County Clerk's Office in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

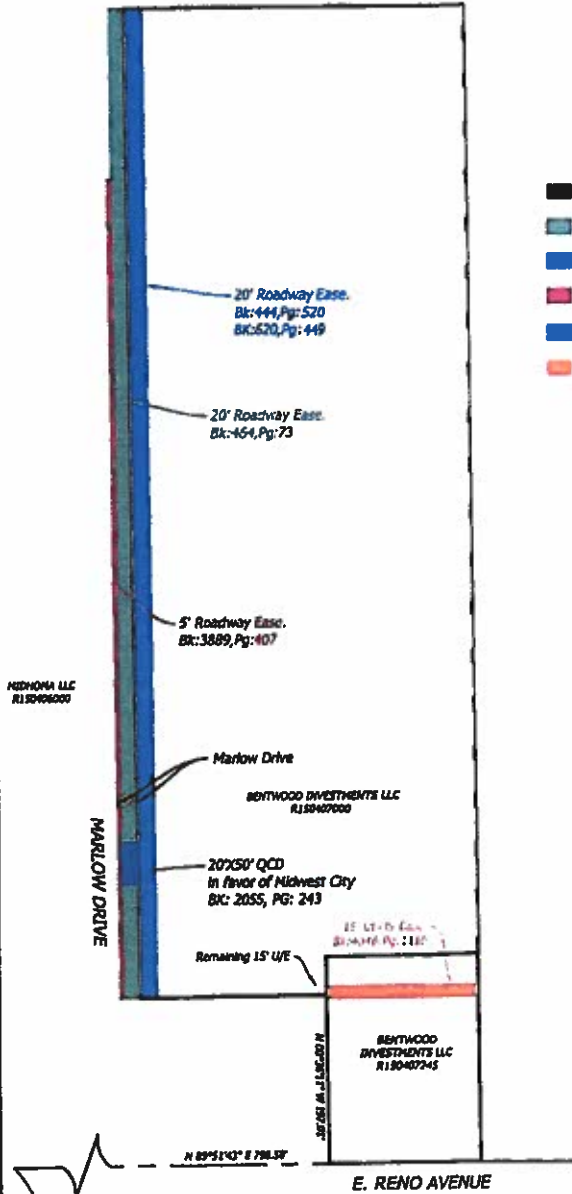
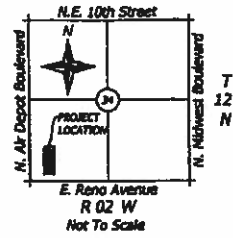
COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 798.50 feet; Thence leaving said South line, North 00°36'11" West, a distance of 197.01 feet to the POINT OF BEGINNING; Thence continuing North

**00°36'11" West, a distance of 14.99 feet; Thence North 89°51'143 East, a distance of 171.32 feet to a point on the West line of a 25' Roadway Easement recorded in Book 1629 at Page 552 in the Oklahoma County Clerk's Office; Thence South 00°36'11" East, along said West line of said 25' Roadway Easement a distance of 14.99 feet; Thence South 89°51'43" West, a distance of 171.32 feet to the POINT OF BEGINNING.**

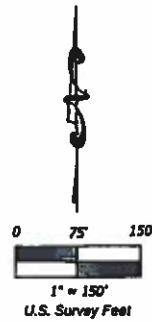
**Containing an area of 2,568.61 square feet or 0.059 acres, more or less.**

**Exhibit A-2**

**GLENHAVEN**  
 RIGHT OF WAY EASEMENTS TO BE  
 CLOSED BY ORDINANCE AND VACATED  
 BY DISTRICT COURT ACTION



- MARLOW DRIVE - 25' IN WIDTH
- 20' MIDHOMA EASEMENT
- 20' BENTWOOD EASEMENT
- MIDHOMA 5' EASEMENT
- 20' X 50' CITY WATER WELL TRACT
- BENTWOOD 15' UTILITY EASEMENT



SW Corner of the City  
 Sec. 34, T12N R24E, C4E  
 Found Cut 2

Prepared By  
**GOLDEN**  
**LAND SURVEYING**

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
 C.A.# 7263 / Exp. Date = 6/30/2024  
 Telephone: (405) 802-7883 Email: troy@goldens.com  
 Drafted by: CT  
 Plot Date: 06/07/23 Paper Size: 8.5"x11" (Legal)  
 GLS Job No.: 71348

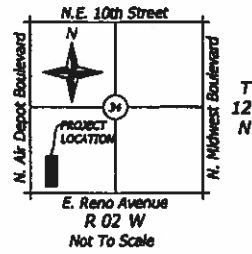
File Name: C:\GOLDSP\PROJECTS\2023\12148 GLENHAVEN ESMT (CASTING)\DWD - Last Survey: 07/02/23 LIST 37 PLOT: PLOT Dwg: 07/02/23 Layout: Cheryl Thomas



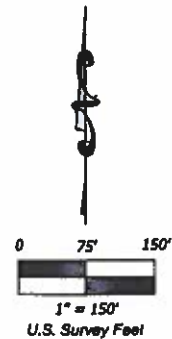
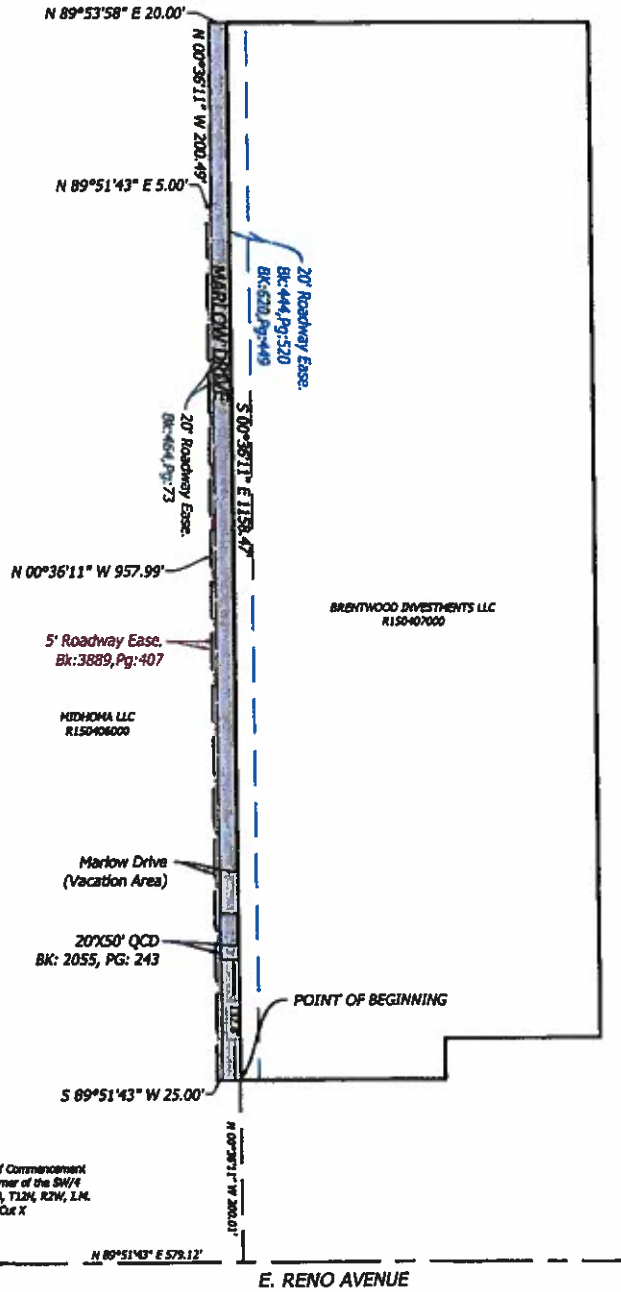


# GLENHAVEN

## Exhibit B-2



T  
12  
N



Prepared By  
**GOLDEN**  
**LAND SURVEYING**

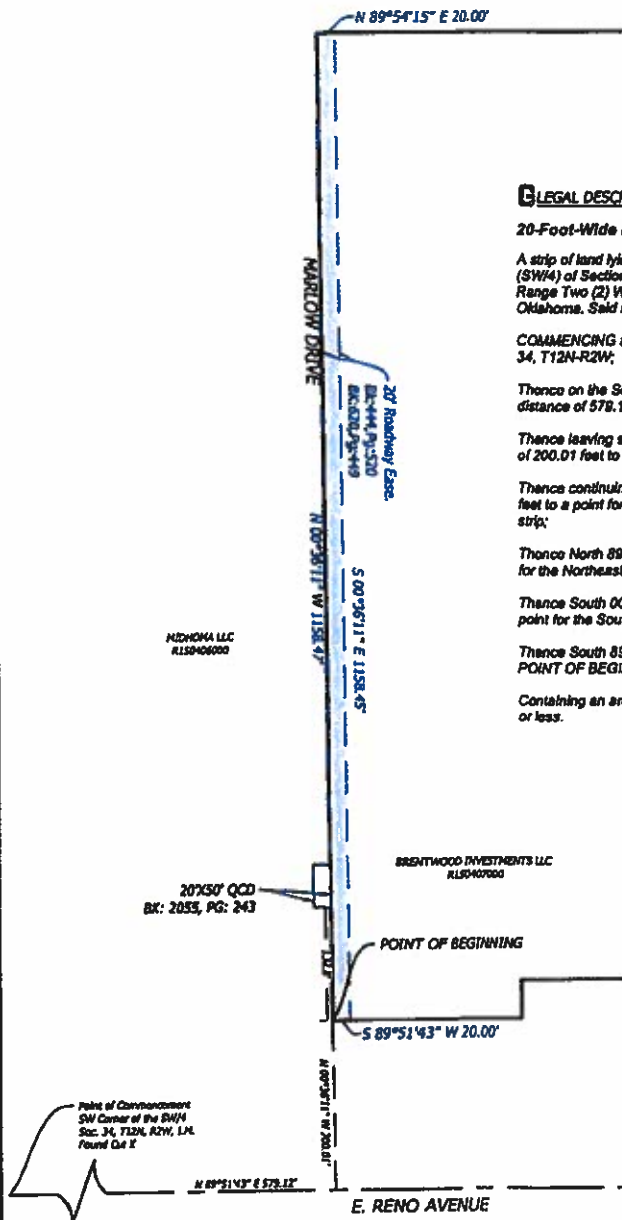
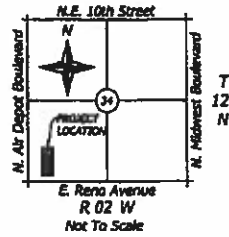
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
 C.A.# 7263 / Exp. Date = 6/30/2024  
 Telephone: (405) 802-7883 Email: troy@goldens.com  
 Drafted by: CT  
 Plot Date: 04/14/23 Paper Size: 8.5"x14" (Legal)  
 GLS Job No.: 21348

Filename: C:\USERS\PROJECTS\2021\121548 RENO AND MARLOW DR-JOB\121548 GLENHAVEN ESMRT (EODSTING)\DWG; Last Saved: 4/14/2023 10:28:45 AM; Plot Date: 4/14/2023; Layout: Chevy Triang





**Exhibit C-2**



**LEGAL DESCRIPTION**

**20-Foot-Wide Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W;

Thence on the South line of said SW/4, North 89°51'43" East, a distance of 578.12 feet;

Thence leaving said South line, North 00°38'11" West, a distance of 200.01 feet to the POINT OF BEGINNING;

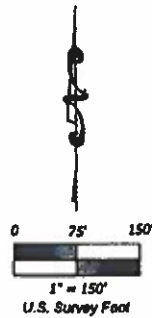
Thence continuing North 00°38'11" West, a distance of 1158.47 feet to a point for the Northwest corner of the herein described strip;

Thence North 89°54'15" East, a distance of 20.00 feet to a point for the Northeast corner of said strip;

Thence South 00°36'11" East, a distance of 1158.45 feet to a point for the Southeast Corner of said strip;

Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 23,169 square feet or 0.5319 acres, more or less.



Name: C:\USERS\PROJECTS\2021\121348\RENO AND MARLOW DR. 02E1131348\CLARENHAYEN ESMRY (E2021FNG).DWG; Last Saved: 4/14/2023 10:28:45 AM; Plot Date: 4/14/2023; Layout: Legal; Query: Yes

Prepared By  
**GOLDEN**  
**LAND SURVEYING**

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
CA # 7283 / Exp. Date = 6/30/2024  
Telephone: (405) 802-7863 Email: troy@goldens.com  
Created by: CT  
Plot Date: 04/14/23 Paper Size: 8.5"x11" (Legal)  
OLS Job No.: 21348

**EXHIBIT D-1**  
**(Midhoma 20' Easement Instrument)**

**MISCELLANEOUS RECORD No. 464**

release, relinquish and surrender all its right, title and interest in and to the said Oil and Gas Mining Lease insofar as it covers the lands last above-described, and,

WHEREAS, a certain Oil and Gas Mining Lease, dated February 12th, 1933, given by Ray Wood, as Lessee, to C. A. White, as Lessee, and covering the following described land situated in Oklahoma County, and State of Oklahoma, to-wit:

East Half (1/2) of the Northwest Quarter (NW 1/4) of Section Fifteen (15), Township 13 North, Range 3 West, said Lease being recorded in the office of the County Clerk in and for said Oklahoma County, in Book 3, at Page 111, of the records of said County, reference to which is hereby made, and,

WHEREAS, by virtue of an assignment of said Oil and Gas Mining Lease, above described, the same is now owned by Fuggers Gasoline Company insofar as it covers the above described property.

NOW, WHEREAS, NOW ALL MEN BY THESE PRESENTS, that the said Fuggers Gasoline Company does hereby cancel, release, relinquish and surrender all its right, title and interest in and to the said Oil and Gas Mining Lease insofar as it covers the lands last above described.

In witness whereof, Fuggers Gasoline Company hereunto sets its hand and seal this 28th day of May, 1941.

Attest: E. E. Champlin, Secretary  
(Corporate Seal)

Fuggers Gasoline Company  
By Chas. C. Fuggers, Its President.

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS:

On this 28th day of May, 1941, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Chas. C. Fuggers, as unknown to me the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes herein set forth.

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

My Commission expires 9-30-44  
(Notarial Seal)

Archie Bailey, Notary Public

\*\*\*\*\*  
28.

**WARRANT**

ELLA B. ROGERS et vir  
State of Oklahoma, County of Oklahoma, SS  
Helga Hix, County Clerk

To: **PROOF READ**  
E. Rogers Oklahoma County, Oklahoma.  
To: **PROOF READ**

This instrument was filed for record Jan 7, 1941 at 9:09 A.M. and recorded in Book 464 at page 78

No Fee  
By Cunningham, Deputy

00000000000000

I, E. E. Champlin, Secretary, and C. L. Rogers, wife and husband of Oklahoma City, Oklahoma, for and in consideration of One dollar (\$1.00) receipt of which is hereby acknowledged do hereby grant and convey unto Oklahoma County, Oklahoma, under and existing by virtue of the laws of the State of Oklahoma, a permanent easement twenty (20) feet wide beginning at a point 887-1/8 feet East of the Southwest corner of the Southwest Quarter of Section 34, Township 13, North, Range 3 West, Oklahoma County, Oklahoma; thence East twenty feet on a parallel line with the South line of said section; thence North 21-3/4 rods on a parallel line with the East line of said section; thence West twenty feet on a parallel line with the South line of said section; thence south 21-3/4 rods on a parallel line with the West line of said section to place of beginning, for the purpose of constructing and maintaining street or road as may be necessary from time to time, with right of ingress and egress.

To have and to hold the same unto the grantees, its successors and assigns forever, and the said property is to be exclusively used for the construction and maintenance of street or road and for no other purpose whatsoever; and should the grantees abandon the above

MISCELLANEOUS RECORD No. 464

property for the purpose above stated, than the said easement shall revert to the grantors their heirs and assigns, herein.

Zella B. Rogers,  
G.L. Rogers

State of Oklahoma, County of Oklahoma, SS

Before me the undersigned, a Notary Public in and for said County and State on this day of -- 19-- , personally appeared Zella B. Rogers, and G.L. Rogers, wife and husband, to be known to be the identical person/who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

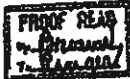
Witness my hand and official seal the day and year last above set forth.

J.W. Krowning, Notary Public

My commission expires the 29 day of Nov. 1942.

Notarial Seal

-----



JOHN C. Spangmaier

GRANTOR

TO:

PHILLIPS PETROLEUM COMPANY a corporation

State of Oklahoma, County of Oklahoma, SS

This instrument was filed for record Jan 9, 1941 at 11:41 A.M. and recorded in Book 484 at page 94

Fee \$1.00

Helen Hix, County Clerk

By Cunningham, Deputy

FOR AND IN CONSIDERATION of the sum of 1,000.00 Dollars, in hand paid, the receipt of which is hereby acknowledged, John C. Spangmaier hereinafter referred to as Grantor, does hereby grant unto Phillips Petroleum Company a corporation, hereinafter referred to as Grantee, its successors and assigns, a right of way for roadway purposes to be used as a means of ingress and egress and travel and transportation generally over and across the following described lands, to wit:

A tract of land in the Southeast quarter (SE/4) of the Southwest Quarter (SW/4) of Section twenty-three (23) Township Eleven (11) North, Range Three (3) West, Oklahoma County, Oklahoma, said land being more definitely described as follows:

Beginning at a point on the North R/W line of Southeast 24th St., said beginning point being approximately 1005.5 feet east of the Southwest corner of said section, thence North, 100 ft. thence East to Prospect Ave., thence South 100 feet, thence West with said North line of Southeast 24th St. to point of beginning.

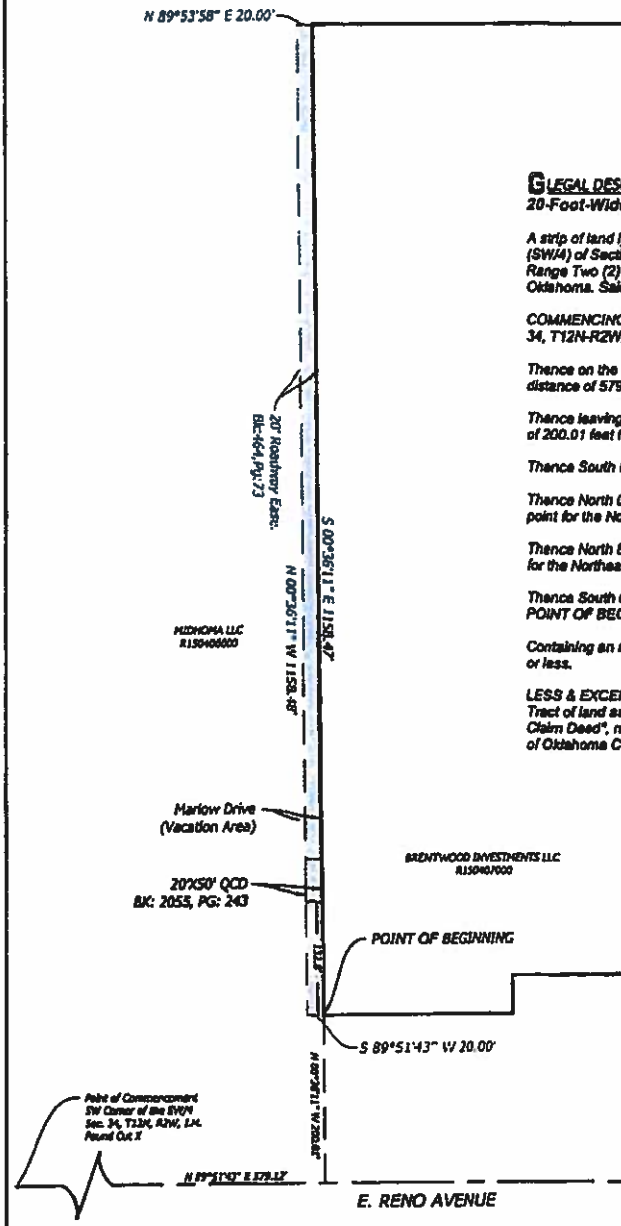
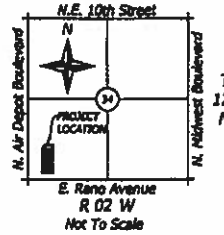
TO HAVE AND TO HOLD said easement and right of way unto the said Grantee, its successors and assigns, for a term beginning March 19, 1941, and ending January 1, 1942.

It is understood and agreed that should the lessee desire to do so, it shall have the right to erect, maintain and remove fences on or around above described premises and do do all things necessary to preserve and maintain said right of way as a roadway and that the consideration above recited is also payment in full for all damage to the premises or to growing crops thereon, that may be caused from and in connection with, or incidental to the exercise of the rights herein granted.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed this 19 day of March, 1941.

**EXHIBIT D-2**  
**(Midhoma 20' Easement Description and Depiction)**



**LEGAL DESCRIPTION**  
**20-Foot-Wide Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

**COMMENCING** at the Southwest corner of the SW/4 of Section 34, T12N-R2W;

Thence on the South line of said SW/4, North 89°51'43\" East, a distance of 579.12 feet;

Thence leaving said South line, North 00°36'11\" West, a distance of 200.01 feet to the **POINT OF BEGINNING**;

Thence South 89°51'43\" West, a distance of 20.00 feet;

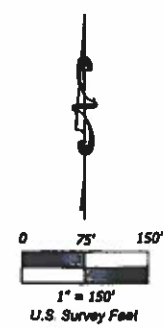
Thence North 00°36'11\" West, a distance of 1158.48 feet to a point for the Northwest corner of the herein described strip;

Thence North 89°53'58\" East, a distance of 20.00 feet to a point for the Northeast corner of said strip;

Thence South 00°36'11\" East, a distance of 1158.47 feet to the **POINT OF BEGINNING**.

Containing an area of 23,165 square feet or 0.6318 acres, more or less.

**LESS & EXCEPT**, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled \"Quit Claim Deed\", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.



Prepared By  
**GOLDEN**  
**LAND SURVEYING**

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
 C.A.# 7263 / Exp. Date =6/30/2024  
 Telephone: (405) 802-7803 Email: troy@goldenls.com  
 Drafted by: CT  
 Plot Date: 04/18/23 Paper Size: 8.5\"x11\" (Legal)  
 OLS Job No.: 21348

Prepared by: TROY G. CHERRY, Surveyor No. 4742882, State of Oklahoma. Last Survey: 4/14/2023. OLS Job No.: 21348. Scale: 1\"/>

**EXHIBIT E-1**  
**(Midhoma 5' Easement Instrument)**

JUL-30-69 37527.

And 2.00

**EASEMENT**  
BOOK 3889 PAGE 407

STATE OF OKLAHOMA  
COUNTY OF DELAWARE  
CITY OF MIDHOMA  
ON A CERTAIN CLASS

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, Town and Country, Ltd., an Oklahoma Limited Partnership, does hereby grant and convey unto CITY OF MIDHOMA, a Municipal Corporation, a perpetual easement over the following described property, to-wit:

Beginning at a point on the West line of Section 34, said point being 200 feet South of the Southwest corner of Section 34; thence North along the West line of Section 34 a distance of 500 feet; thence East on a line parallel to the South line of Section 34, a distance of 257.5 feet to a point of beginning; thence South along a line parallel to the East line of Section 34, a distance of 1100.0 feet; thence West on a line parallel to the South line of Section 34 a distance of 5 feet; thence North on a line parallel to the East line of Section 34 a distance of 1100.0 feet; thence East on a line parallel to the North line of Section 34 a distance of 5 feet to the point of beginning, said tract being located in the Southwest Quarter (SW/4) of Section 34, Township 12 North, Range 2 West of the Tenth Meridian in Oklahoma County, Oklahoma.

for the purpose of constructing and maintaining street or road, as may be necessary from time to time, with right of ingress and egress.

To Have and to Hold the same unto the Grantee, its successors and assigns forever, and the said property is to be exclusively used for the construction and maintenance of street or road and for no other purpose whatsoever; and should the said Grantee abandon the above property for the purpose above stated, then the said easement shall revert to the grantor, its successors and assigns.

IN WITNESS WHEREOF the undersigned has executed this instrument this 2nd day of July, 1969.

Town and Country, Ltd., an Oklahoma Limited Partnership  
BY: Town & Country Developers, Inc.  
General Partner

Notary Public Seal  
JUL 30 1969

**EASEMENT**

*Sam C. Short*  
Notary Public

CORPORATE ACKNOWLEDGMENT (Oklahoma Form)

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA ) SS:

I, Sam C. Short, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of July, 1969, personally appeared Samuel H. Hines, a General Partner of Town & Country Developers, Inc., a Corporation, known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the true and voluntary act and deed of said partnership for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

*Sam C. Short*  
Notary Public

My Commission Expires July 15, 1970  
Approved this 2th day of July, 1969 of to form.  
*Edward H. Farrer*  
Edward H. Farrer, City Attorney

Notary Public Seal  
JUL 30 1969

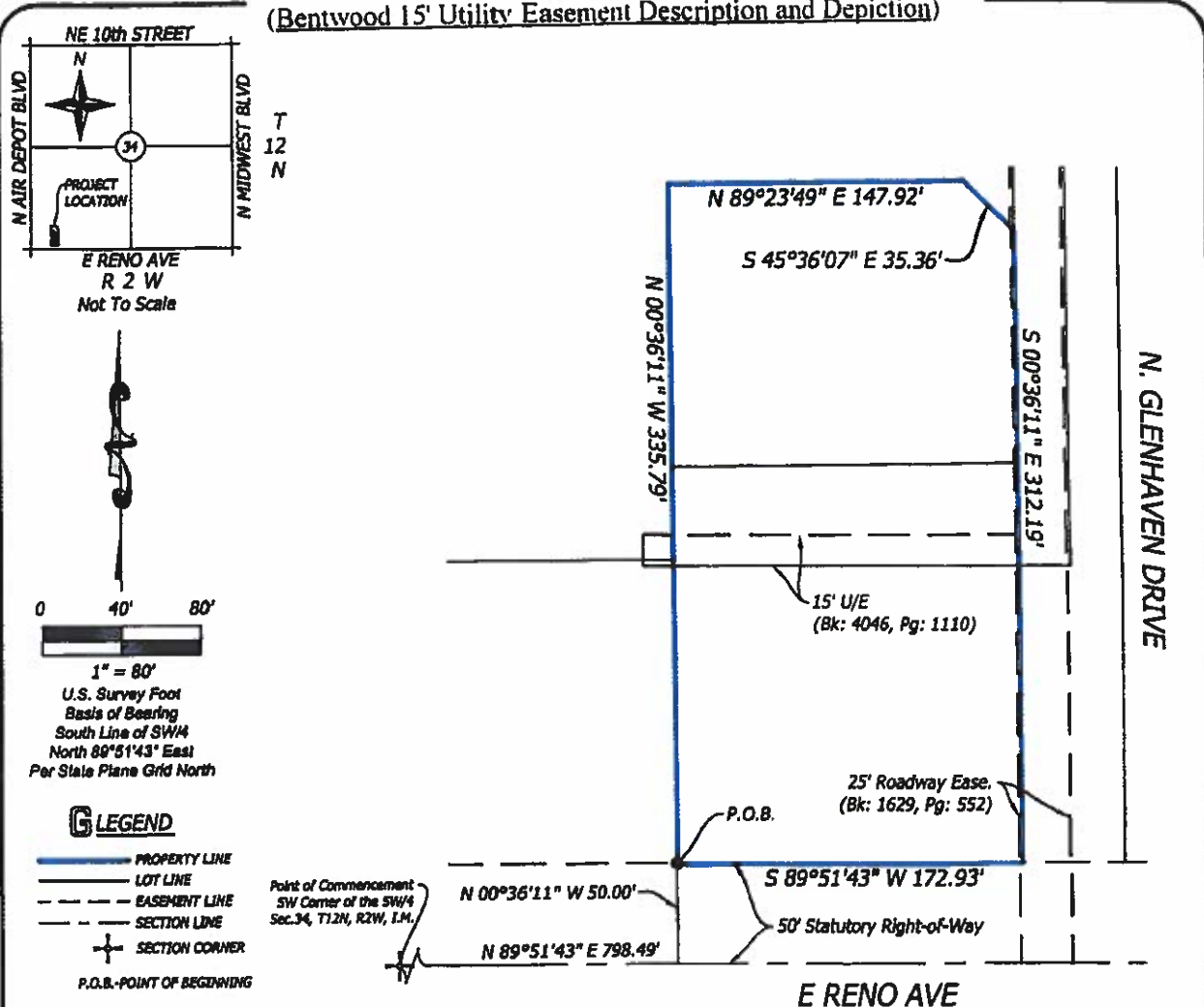






**EXHIBIT F-2**

**(Bentwood 15' Utility Easement Description and Depiction)**



**LEGAL DESCRIPTION**

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, being more particularly described as follows:  
 Commencing at the Southwest corner of the SW/4 of said Section 34; Thence N 89°51'43" E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36'11" W and parallel with the West line of said SW/4 a distance of 50.00 feet to the Point of Beginning; Thence continuing N 00°36'11" W and parallel with the West line of said SW/4 a distance of 335.79 feet; Thence N 89°23'49" E a distance of 147.92 feet; Thence S 45°36'07" E a distance of 35.36 feet; Thence S 00°36'11" E and parallel with the West line of said SW/4 a distance of 312.19 feet; Thence S 89°51'43" W and parallel with the South line of said SW/4 a distance of 172.93 feet to the POINT OF BEGINNING.  
 Containing 57,675 Sq. Ft. or 1.328 Acres, more or less.

Legal Description prepared on April 7, 2023 by Troy Dee, Registered Professional Land Surveyor No. 1745.



*Troy Dee*  
 Troy Dee, PLS #1745  
 April 7, 2023

Prepared By  
**GOLDEN**  
**LAND SURVEYING**

7304 NW 164th St., Suite #3, Edmond, Oklahoma 73013  
 C.A.# 7263 / Exp. Date = 6/30/2022  
 Telephone: (405) 802-7883 Email: troy@goldens.com  
 Drafted by: SR GLS Job No: 231158  
 Plot Date: April 7, 2023

**EXHIBIT G**  
**(BOCC Resolution)**

RESOLUTION NO. 2023-0523

**A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING  
THE ISSUANCE OF A QUIT CLAIM DEED TO THE CITY OF MIDWEST CITY**

**WHEREAS**, Oklahoma County acquired certain easements recorded June 7, 1941 in Book 464 (Miscellaneous Record), page 73 and June 14, 1941 in Book 444 (Miscellaneous Record), page 520 in the Oklahoma County Registrar of Deeds; and

**WHEREAS**, the City of Midwest City has indicated that it has a need for and has requested that the Board of County Commissioners of Oklahoma County execute a deed of conveyance for the following below described easements to the City of Midwest City; and

**WHEREAS**, pursuant to 19 O.S. § 349(B), the Board of County Commissioners may execute deeds for such lands which are surplus and no longer needed for county purposes to cities and towns in the city's corporate limits; and


**WHEREAS**, the following described easements are surplus, unused, and not needed for county purposes, to wit:

A tract of land Beginning at a point 557 ½ feet East of the Southwest Quarter of Section 34, Township 12 North, Range 2 West, Oklahoma County, Oklahoma; thence East forty feet on a parallel line with the South line of said quarter; thence North 91 3/7 rods or 1,508.57 feet on a parallel line with the West line of said quarter section; thence West forty feet on a parallel line with the South line of said quarter section; thence South 91 3/7 rods or 1,508.57 feet on a parallel line with the west line of said quarter section to place of beginning.

**NOW THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Oklahoma County does hereby declare that the described easements are surplus and no longer needed for county purposes, and that a quitclaim deed shall be issued to the City of Midwest City.

Approved as to form and legality this 2<sup>nd</sup> day of February, 2023.

  
Assistant District Attorney

Approved:  
  
County Engineer

APPROVED this 21st day of February, 2023

BOARD OF COUNTY COMMISSIONERS

OKLAHOMA COUNTY, OKLAHOMA

*Erin Mangler*

Chairman

*Carrie Blumett*

Member

*Steph De*

Member

ATTEST:

*Kerrie Hudson*



**EXHIBIT H**  
**(BOCC Quit Claim Deed)**

2823822201021884 8: 15391 P: 1986  
02/22/2023 08:45:15 AM Pgs: 2  
Fee: \$ 0.00  
Karrle Hudson, Deputy County Clerk  
Oklahoma County - State of Oklahoma



**QUIT CLAIM DEED**

THIS INDENTURE, made this 21<sup>st</sup> day of February, 2023 between the Board of County Commissioners of Oklahoma County, Party of the First Part and the Midwest City Municipal Authority, a public trust, Party of the Second Part.

WITNESSETH, that the Part of the First Part, for due consideration receipt and sufficiency of which is hereby acknowledged, does hereby quitclaim, grant, bargain, sell and convey unto the Party of the Second Part all its right, title, interest and estate, both at law and in equity of, with the exception of mineral interests, in and to the following described real estate situated in Oklahoma County, State of Oklahoma (collectively, the "Property", to include all portions thereof), to-wit:

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian Oklahoma County, Oklahoma City, Oklahoma, described as follows;

Commencing at the Southwest corner of the Southwest Quarter of said Section 34,  
Thence N 90°00'00" E along the South line of the said quarter section a distance of 557.50 feet;  
to the POINT OF BEGINNING;  
Thence continuing N 90°00'00" E on the South line of said quarter section a distance of 40.00 feet;  
Thence N 00°00'00" E on a parallel line with the West line of said quarter section for a distance of 91 3/7 rods or 1,508.57 feet;  
Thence S 90°00'00" W on a parallel line with the South line of said quarter section for a distance of 40.00 feet;  
Thence S 00°00'00" W along a parallel line with the West line of said quarter section for a distance of 91 3/7 rods or 1,508.57 feet to the POINT OF BEGINNING.

Said tract contains 60,342.80 square feet of 1.385 acres, more or less.

Together with all the improvements thereon and appurtenances thereunto belonging, to have and to hold the above granted premises unto the Party of the Second Part and its assigns forever, excepting any mineral interests of any.

This conveyance is made pursuant to an action and order of the Board of County Commissioners of Oklahoma County, made on February 21<sup>st</sup>, 2023.

In Witness Whereof, the said parties of the first part have hereunto set their hand the day and year above written.

APPROVED:

BOARD OF COUNTY COMMISSIONERS OF  
OKLAHOMA COUNTY

CHAIRMAN *Don Mayhew*

MEMBER *Carrie Blumhardt*

MEMBER *Steph D*



ATTEST:

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

INDIVIDUAL ACKNOWLEDGMENT  
OKLAHOMA FORM

Before me, the undersigned, a Notary Public in and for said County and State on this 21st  
Day of February, 2023, personally appeared, Brian Maughan, Carrie Bunnert and Myles Davidson,  
to me known to be the identical persons who executed the within and foregoing instrument and  
acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and  
purposes therein set forth.

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

*Shawn L. Camp*  
NOTARY PUBLIC



My commission expires 6/3/2025 Commission No. 13005165

RETURN TO:  
MIDWEST CITY MUNICIPAL AUTHORITY  
100 N MIDWEST BLVD  
MIDWEST CITY, OK 73110

EXEMPT FROM DOCUMENTARY STAMP TAX  
68 O.S. §3202, Paragraph 11



Exhibit I

4055 243

QUIT CLAIM DEED  
INDIVIDUAL FORM

THIS INDENTURE, Made this 9th day of April A.D. 1956  
between C. L. Rogers and Zella B. Rogers, husband and wife  
and CITY OF MIDWEST CITY, OKLAHOMA, a municipal corporation

Witnesseth, that said part of the first part, in consideration of the sum of  
ONE and no 10/100ths (\$1.00) and other good and valuable consideration  
to them is hand paid, the receipt of which is hereby acknowledged, in  
and convey unto the said part of the second part all their right, title, interest, estate, and every  
claim and demand, both at law and in equity, in and to all the following described property situate in  
OKLAHOMA County, State of OKLAHOMA

A PART OF THE SOUTHWEST QUARTER (SW<sup>1</sup>/<sub>4</sub>) OF SECTION THIRTY FOUR (34), TOWNSHIP 12 NORTH  
RANGE TWO WEST OF THE 11<sup>TH</sup>, more particularly described as follows:

Beginning at a point 577.5 feet East and 332.6 feet North of the Southwest Corner of  
said Southwest Quarter, thence North and parallel to the West line of said Section a  
distance of Fifty (50) feet; thence West and parallel to the South line of said section  
a distance of Twenty Feet, thence South and parallel to the West line of said  
section a distance of 50 feet; thence East and parallel to the South line of said  
section a distance of 20 feet; to the point or place of beginning.

(This deed is given for the purpose of conveying all of first parties interest in said  
above described property. said first parties having retained a reversionary interest  
in an easement to Oklahoma County for road purpose, said easement being recorded in  
Book 404, Page 73, on the 7th day of June, 1941 said right to a reversion in said  
land and all other right, title and interest is hereby conveyed to Second Party,  
together with all and singular the hereditaments and appurtenances thereto belonging.

To Have and to Hold the above described premises unto the said  
City of Midwest City, Oklahoma  
heirs and assigns forever, so that neither the said  
C. L. Rogers and Zella B. Rogers

or any person in their name and behalf shall or will hereafter claim or demand any right or title to the said prem-  
ises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

In Witness Whereof, the said part of the first part hereunto set their hand  
the day and year first above written.

C. L. Rogers  
C. L. ROGERS  
Zella B. Rogers  
ZELLA B. ROGERS

STATE OF OKLAHOMA }  
COUNTY OF Delaware } SS: INDIVIDUAL ACKNOWLEDGEMENT  
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 9 day of  
April 1956, personally appeared C. L. Rogers and Zella B. Rogers  
husband and wife

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me  
that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.  
Given under my hand and seal the day and year last above written.

My commission expires July 29, 1959 Richard Long Notary Public

OKLAHOMA COUNTY, OKLAHOMA, SS: THIS INSTRUMENT WAS FILED FOR RECORD ON PAGE 243  
THE 9th DAY OF April, 1956, AT 5:00 O'CLOCK P.M. AND FULLY RETURNED.  
JESSE W. COOK, COUNTY CLERK  
FEE 1.50

**Exhibit J**

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA**

BENTWOOD INVESTMENTS, LLC an )  
Oklahoma limited liability company, and )  
MIDHOMA LLC, an Oklahoma limited )  
liability company )

Petitioners, )

vs. )

Case No. \_\_\_\_\_

THE CITY OF MIDWEST CITY, )  
OKLAHOMA, a municipal corporation; the )  
BOARD OF COUNTY COMMISSIONERS )  
OF OKLAHOMA COUNTY, a body corporate )  
and politic; OKLAHOMA GAS AND )  
ELECTRIC COMPANY, an Oklahoma )  
corporation; OKLAHOMA NATURAL GAS )  
COMPANY, a division of ONE Gas, Inc., an )  
Oklahoma corporation; SOUTHWESTERN )  
BELL TELEPHONE COMPANY, a Delaware )  
corporation; AT&T CORP., a New York )  
corporation; COXCOM, LLC, a Delaware )  
limited liability company, CLARITY TELECOM, )  
LLC, a Delaware limited liability company, d/b/a )  
BLUEPEAK FIBER, and MCI )  
COMMUNICATION SERVICES LLC, a )  
Delaware limited liability company )

Defendants. )

**PETITION**

COMES NOW, Petitioners, BENTWOOD INVESTMENTS, LLC, an Oklahoma limited liability company, with a mailing address of 20 E. 9th Street, Suite 100, Shawnee, OK 74801, and MIDHOMA LLC, an Oklahoma limited liability company, with a mailing address of 222 Grand Avenue, Englewood, NJ 07631, and allege and state as follows:

1. That Petitioners bring this action pursuant to 11 O.S. 2011, § 42-111 and seek an Order from the Court foreclosing The City of Midwest City, Oklahoma's absolute right to reopen

a portion of Marlow Drive, an improved public street, as well as portions of four easements (collectively the "Public Right of Way and Easements to be Vacated"), all of which are described on Attachment 1 and depicted on Attachment 2, both attached hereto and made a part hereof.

2. That by means of this action Petitioners seek to foreclose the The City of Midwest City, Oklahoma (the "City") absolute right to reopen the Public Right of Way and Easements to be Vacated, which are individually identified as follows:

a. That the portion of Marlow Drive to be vacated (such portion is hereinafter referenced as the "Portion of Marlow Drive to be Vacated") which is located on property owned by Petitioner, MIDHOMA LLC, is described on Attachment 3 and depicted on Attachment 4, both attached hereto and made a part hereof; and

b. That the portion of that certain 20 foot easement to be vacated (the "Portion of the 20 Foot Bentwood Easement to be Vacated") which is located on property owned by Petitioner, BENTWOOD INVESTMENTS, LLC, was granted by Pearle A. Warnock and T.G. Warnock, wife and husband, in favor of Oklahoma County for the purpose of constructing and maintaining a street or road, and such easement instrument was recorded July 14, 1941, in Book 444, Page 520, in the office of the Oklahoma County Clerk and is described and depicted on Attachment 5, attached hereto and made a part hereof, and that on February 22, 2023, the Board of County Commissioners of Oklahoma County caused that certain Quit Claim Deed dated February 21, 2023, to be recorded in Book 15391, Page 1506, in the office of the Oklahoma County Clerk, which transferred Oklahoma County's interest in the Portion of the 20 Foot Bentwood Easement to be Vacated to the City, and as a consequence, Oklahoma County no longer has any right, title or interest in the 20 Foot Bentwood Easement to be Vacated.

c. That the portion of that certain 20 foot easement to be vacated (the "Portion of the 20 Foot Midhoma Easement to be Vacated") which is located on property owned by Petitioner, MIDHOMA LLC, was granted by Zeila B. Rogers and C.L. Rogers, wife and husband, in favor of Oklahoma County for the purpose of constructing and maintaining a street or road, and such easement instrument was recorded June 7, 1941, in Book 464, Page 73, in the office of the Oklahoma County Clerk, and the Portion of the 20 Foot Midhoma Easement to be Vacated is described and depicted on Attachment 6, attached hereto and made a part hereof, and that on February 22, 2023, the Board of County Commissioners of Oklahoma County caused that certain Quit Claim Deed dated February 21, 2023, to be recorded in Book 15391, Page 1506, in the office of the Oklahoma County Clerk, which transferred Oklahoma County's interest in the Portion of the 20 Foot Midhoma Easement to be Vacated to the City, and as a consequence, Oklahoma County no longer has any right, title or interest in the Portion of the 20 Foot Midhoma Easement to be Vacated.

d. That the portion of that certain 5 foot easement to be vacated (the "Portion of the 5 Foot Midhoma Easement to be Vacated") which is located on property owned by Petitioner, MIDHOMA LLC, was granted by Town and Country, Ltd., an Oklahoma limited partnership, in favor of the City for the purpose of constructing and maintaining a street or road, and such easement instrument was recorded July 30, 1969, in Book 3889, Page 407, in the office of the Oklahoma County Clerk and is described and depicted on Attachment 7, attached hereto and made a part hereof.

e. That the portion of that certain 15 foot easement to be vacated (the "Portion of the 15 Foot Bentwood Easement to be Vacated") which is located on property owned by Petitioner, Bentwood Investments, LLC, was granted by N. Gene Perkins and Delores W. Perkins,

in favor of the City for the purpose of laying, erecting, maintaining and operating a sewer pipe line and any other public utility, and such easement instrument was recorded June 26, 1972, in Book 4046, Page 1110, in the office of the Oklahoma County Clerk Clerk and is described and depicted on **Attachment 8**, attached hereto and made a part hereof.

3. That Defendant, the CITY OF MIDWEST CITY, Oklahoma (the "City"), is a municipal corporation; that Defendant, BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, is a body corporate and politic; that Defendants, OKLAHOMA GAS AND ELECTRIC COMPANY, an Oklahoma corporation, OKLAHOMA NATURAL GAS COMPANY, a division of ONE GAS, INC., an Oklahoma corporation, SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, AT&T CORP., a New York corporation, COXCOM, LLC, a Delaware limited liability company, CLARITY TELECOM, LLC, a Delaware limited liability company, d/b/a BLUEPEAK FIBER, and MCI COMMUNICATIONS SERVICES LLC, a Delaware limited liability company, are public service corporations, transmission and utility companies, or franchise holders having rights in the public ways and easements within the City, and may claim some right or interest in the Public Right of Way and Easements to be Vacated.

4. That the Public Right of Way and Easements to be Vacated were closed to public use by Ordinance No. \_\_\_\_\_, a copy of which, marked as **Attachment 9**, is attached hereto and made a part hereof.

5. That pursuant to 11 O.S. 2011, § 42-113.C, when any public way or easement is vacated the same shall revert to the owners of real estate adjacent to such public way or easement on each side in proportion to the frontage of the real estate, except in cases where such public way or easement has been taken and appropriated to public use in a different proportion, in which case

it shall revert to adjacent lots or real estate in proportion to which it was taken from them or dedicated.

6. That Petitioner, BENTWOOD INVESTMENTS, LLC, is the owner of the real property subject of the 20 Foot Bentwood Easement to be Vacated and the Portion of the 15 Foot Bentwood Easement to be Vacated by means of that certain Warranty Deed dated April 13, 2022, and recorded April 14, 2022, in Book 15123, Page 1805 in the office of the Oklahoma County Clerk, and the party hereto that shall retain ownership thereof upon the granting of an Order by the Court for the relief sought herein.

7. That Petitioner, MIDHOMA LLC, is the owner of the real property on which the Portion of Marlow Drive to be Vacated, the 20 Foot Midhoma Easement to be Vacated, and the the "Portion of the 5 Foot Midhoma Easement to be Vacated are all located by means of that certain Special Warranty Deed dated December 12, 2016, and recorded December 16, 2016, in Book 13313, Page 1283, in the office of the Oklahoma County Clerk, and the party hereto that shall retain ownership thereof upon the granting of an Order by the Court for the relief sought herein; provided, however, the City is the owner of a certain 20 foot by 50 foot portion of the land (the "City's Property") located on Marlow Drive by means of that certain Quit Claim Deed dated April 9, 1956, and recorded June 5, 1956, in Book 2055, Page 243, in the office of the Oklahoma County Clerk, and which is subject to the 20 Foot Midhoma Easement; and provided further, the City's Property is not the subject of this action and remains unaffected by any Order by the Court for the relief sought herein.

8. That the City has no present or future reason to reopen or use the Public Right of Way and Easements to be Vacated except as may be stated herein.

9. That Petitioners will give notice of their verified Petition to foreclose the City's absolute right to reopen the Public Right of Way and Easements to be Vacated by:

a. Service of summons, delivery of a copy of the verified Petition, and delivery of a copy of a notice of hearing to be published as provided in 11 O.S. 2011, § 42-112 to the City and the Board of County Commissioners of Oklahoma County; and

b. Service of summons, delivery of a copy of the verified Petition, and delivery of a copy of a notice of hearing to be published as provided in 11 O.S. 2011, § 42-112 to all public service corporations, transmission and utility companies, and franchise holders having rights in the Public Right of Way and Easements to be Vacated; and

c. Mailing by first class mail at least thirty (30) days before the hearing regarding this matter a copy of the verified Petition and a copy of the notice of hearing to be published as provided in 11 O.S. 2011, § 42-112 to all owners of record, as shown on the current year's tax rolls in the office of the Oklahoma County Treasurer, of property abutting the Public Right of Way and Easements to be Vacated, and to all owners of record whose property is located within three hundred (300) feet of the Public Right of Way and Easements to be Vacated as shown on the current year's tax rolls in the office of the Oklahoma County Treasurer, and to any person, firm or corporation not otherwise required to be notified which are known by the Petitioners to claim an interest or right in the Public Right of Way and Easements to be Vacated.

10. That Petitioners know of no person, firm, or corporation not otherwise required to be notified that claims an interest or right in the Public Right of Way and Easements to be Vacated.

11. That Petitioners will give notice to the public of the hearing on this matter in a newspaper of general circulation in Oklahoma County at least thirty (30) days prior to the hearing.

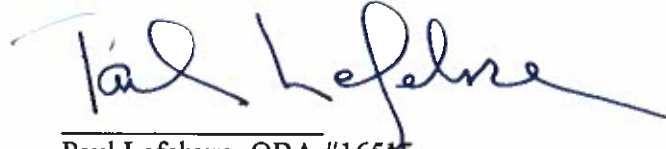
12. That the summons or publication notice will provide for an answer date not less than twenty (20) days after issuance of the summons or first publication notice.

13. That there is attached to this Petition a certificate of a bonded abstractor, marked as **Attachment 10**, listing the names and mailing addresses of all owners of record as shown by the current year's tax rolls in the office of the Oklahoma County Treasurer, of property abutting the Public Right of Way and Easements to be Vacated, and such other owners of record whose property abuts the Public Right of Way and Easements to be Vacated within three hundred (300) feet of the Public Right of Way and Easements to be Vacated.

WHEREFORE, Petitioners pray that upon hearing this Court make and enter a decree vacating and foreclosing the absolute right to reopen for all times and for all purposes the Public Right of Way and Easements to be Vacated, and further order the complete fee simple title to the land subject to the Portion of the 20 Foot Bentwood Easement to be Vacated and the Portion of the 15 Foot Bentwood Easement to be Vacated be retained by Petitioner, BENTWOOD INVESTMENTS, LLC, and order the complete fee simple title to the land underlying the portion of Marlow Drive to be Vacated, the land subject of the Portion of the 20 Foot Midhoma Easement to be Vacated, and the land subject of the Portion of the 5 Foot Midhoma Easement to be Vacated be retained by Petitioner, MIDHOMA LLC, LESS AND EXCEPT that portion of Marlow Drive located on the City's Property and that portion of the 20 Foot Midhoma Easement located on the City's Property, neither of which are the subject of this action and both of which shall remain unaffected by any Order by the Court for the relief sought herein.



Respectfully Submitted,

A handwritten signature in blue ink that reads "Paul Lefebvre". The signature is fluid and cursive, with a long horizontal stroke at the end.

Paul Lefebvre, OBA #16515

Kaitlyn Turner, OBA #35249

Williams, Box, Forshee & Bullard, P.C.

522 Colcord Drive

Oklahoma City, OK 73102

Telephone No.: (405) 516-6934

Facsimile No.: (405) 236-5814

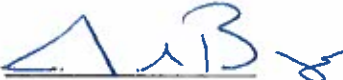
[lefebvre@wbflaw.com](mailto:lefebvre@wbflaw.com)

*Attorneys for Petitioners*

VERIFICATION

I, Joel Bryant, Manager of BENTWOOD INVESTMENTS, LLC, Petitioner in the Petition to which this Verification is attached, hereby affirm that I have read the foregoing Petition and that the representations therein are true and correct to the best of my knowledge.

"BENTWOOD INVESTMENTS, LLC"

By:   
Name: Joel Bryant  
Its: Manager

Dated: June 9<sup>th</sup>, 2023

Subscribed and sworn to before me on this 9 day of June, 2023, by Joel Bryant, BENTWOOD INVESTMENTS, LLC.

My Commission Expires: 8/19/2024

  
Notary Public

My Commission Number: 20010085



VERIFICATION

I, Michael Schmidt, Manager of MIDHOMA LLC, Petitioner in the Petition to which this Verification is attached, hereby affirm that I have read the foregoing Petition and that the representations therein are true and correct to the best of my knowledge.

" MIDHOMA LLC "

By: \_\_\_\_\_  
Name: Michael Schmidt  
Its: Manager

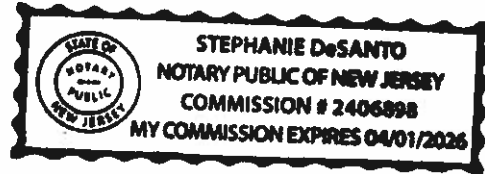
Dated: August 31<sup>st</sup>, 2023

Subscribed and sworn to before me on this 31<sup>st</sup> day of August 2023, by Michael Schmidt, Manager of MIDHOMA LLC.

My Commission Expires: 04/01/2026

Stephanie DeSanto  
Notary Public

My Commission Number: 2406898



## ATTACHMENT 1

### LEGAL DESCRIPTIONS OF RIGHT OF WAY AND EASEMENTS TO BE

#### CLOSED BY MUNICIPAL ORDINANCE AND VACATED BY DISTRICT COURT

##### Marlow Drive Closure Description:

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence South 89°51'43" West a distance of 25.00 feet; Thence North 00°36'11" West a distance of 957.99 feet; Thence North 89°51'43" East a distance of 5.00 feet; Thence North 00°36'11" West a distance of 200.49 feet; Thence North 89°53'58" East a distance of 20.00 feet; Thence South 00°36'11" East a distance of 1158.47 feet to the POINT OF BEGINNING.

LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.

Containing 27,954 square feet or 0.6417 acres, more or less.

##### 20-Foot-Wide Bentwood Roadway Easement Description:

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence continuing North 00°36'11" West, a distance of 1158.47 feet to a point for the Northwest corner of the herein described strip; Thence North 89°54'15" East, a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.45 feet to a point for the Southeast Corner of said strip; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING. Containing an area of 23,169 square feet or 0.5319 acres, more or less.

##### 20-Foot-Wide Midhoma Roadway Easement Description:

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North

00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence South 89°51'43" West, a distance of 20.00 feet; Thence North 00°36'11" West, a distance of 1158.48 feet to a point for the Northwest corner of the herein described strip; Thence North 89°53'58" East, a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.47 feet to the POINT OF BEGINNING. Containing an area of 23,165 square feet or 0.5318 acres, more or less.

LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.

**5-Foot-Wide Midhoma Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING; Thence continuing South 89°51'43" West, a distance of 5.00 feet; Thence North 00°36'11" West, a distance of 957.99 feet; Thence North 89°51'43" East, a distance of 5.00 feet; Thence South 00°36'11" East, a distance of 957.99 feet to the POINT OF BEGINNING.

Containing an area of 4,790 square feet or 0.1100 acres, more or less.

**15-Foot-Wide Bentwood Utility Easement**

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING; Thence continuing South 89°51'43" West, a distance of 5.00 feet; Thence North 00°36'11" West, a distance of 957.99 feet; Thence North 89°51'43" East, a distance of 5.00 feet; Thence South 00°36'11" East, a distance of 957.99 feet to the POINT OF BEGINNING. Containing an area of 4,790 square feet or 0.1100 acres, more or less.

A strip of land lying in and being a part of a 15 foot wide utility easement recorded in Book 4046 at Page 1110 in the Oklahoma County Clerk's Office in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

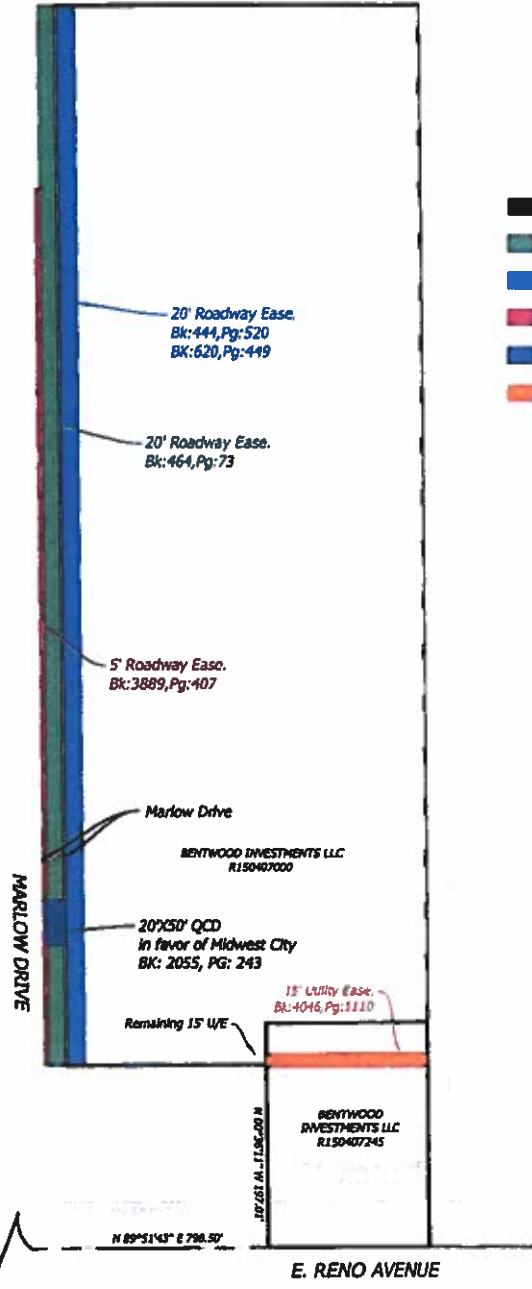
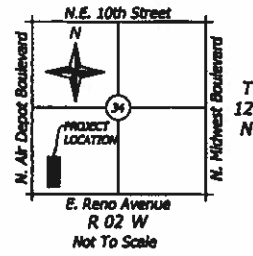
COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 798.50 feet; Thence leaving said South line, North 00°36'11" West, a distance of 197.01 feet to the POINT OF BEGINNING; Thence continuing North

00°36'11" West, a distance of 14.99 feet; Thence North 89°51'143 East, a distance of 171.32 feet to a point on the West line of a 25' Roadway Easement recorded in Book 1629 at Page 552 in the Oklahoma County Clerk's Office; Thence South 00°36'11" East, along said West line of said 25' Roadway Easement a distance of 14.99 feet; Thence South 89°51'43" West, a distance of 171.32 feet to the POINT OF BEGINNING.

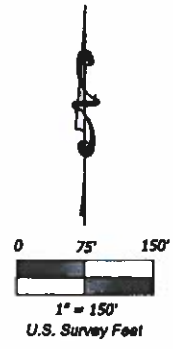
Containing an area of 2,568.61 square feet or 0.059 acres, more or less.

# ATTACHMENT 2

## GLENHAVEN RIGHT OF WAY EASEMENTS TO BE CLOSED BY ORDINANCE AND VACATED BY DISTRICT COURT ACTION



- MARLOW DRIVE - 25' IN WIDTH
- 20' MIDHOMA EASEMENT
- 20' BENTWOOD EASEMENT
- MIDHOMA 5' EASEMENT
- 20' X 50' CITY WATER WELL TRACT
- BENTWOOD 15' UTILITY EASEMENT



SW Corner of the SW/4  
Sec. 36, T12N, R2W, L1A.  
Round Cut X

Prepared By  
**GOLDEN**  
**LAND SURVEYING**  
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
C.A.# 7263 / Exp. Date =6/30/2024  
Telephone: (405) 802-7883 Email: troy@goldentls.com  
Drafted by: CT  
Plot Date: 08/07/23 Paper Size: 8.5"x14" (Legal)  
GLS Job No.: 21348

Filename: C:\GOLDEN\PROJECTS\2021\21348 RENO AND MARLOW DR ACCEL\21348 GLENHAVEN ESSENTIAL.dwg; Last Saved: 8/7/2023 1:37:57 PM; Plot Date: 8/7/2023 1:37:57 PM; Plot Date: 8/7/2023; Layout: Cover Thruouts

## ATTACHMENT 3

### **G** LEGAL DESCRIPTION

#### **Marlow Drive Vacation Area Description:**

*A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:*

**COMMENCING** at the Southwest corner of the SW/4 of Section 34, T12N-R2W;

**Thence** on the South line of said SW/4, North 89°51'43" East, a distance of 878.12 feet;

**Thence** leaving said South line, North 00°38'11" West, a distance of 200.01 feet to the POINT OF BEGINNING;

**Thence** South 89°51'43" West a distance of 25.00 feet;

**Thence** North 00°36'11" West a distance of 887.89 feet;

**Thence** North 89°51'43" East a distance of 5.00 feet;

**Thence** North 00°36'11" West a distance of 200.49 feet;

**Thence** North 89°53'58" East a distance of 20.00 feet;

**Thence** South 00°38'11" East a distance of 1158.47 feet to the POINT OF BEGINNING.

**LESS & EXCEPT**, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.

Containing 27,854 square feet or 0.6417 acres, more or less.

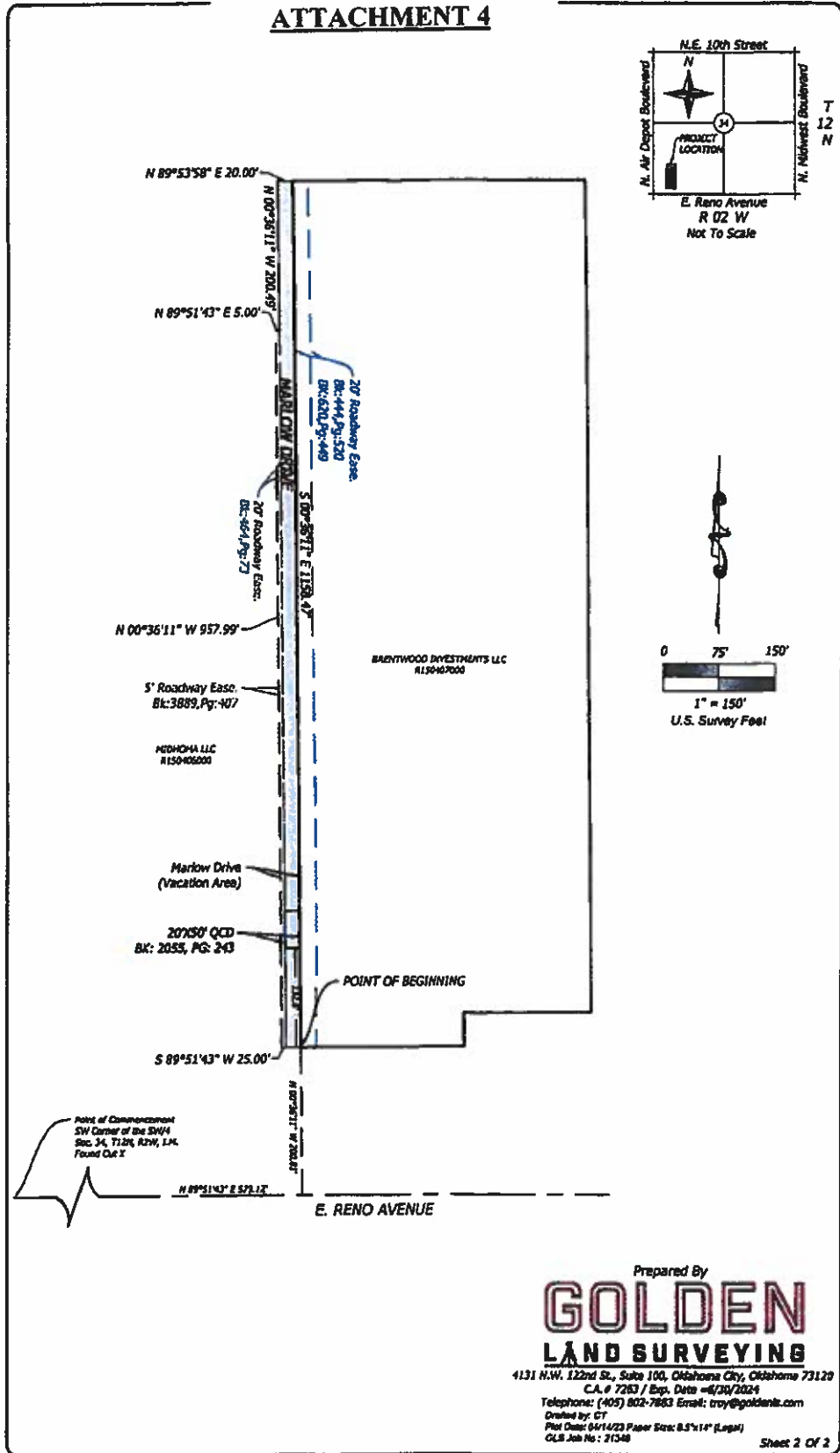
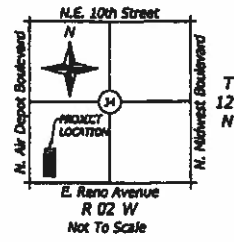
Prepared By  
**GOLDEN**  
**LAND SURVEYING**  
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
C.A. # 7263 / Exp. Date 6/30/2024  
Telephone: (405) 801-7883 Email: troy@goldens.com  
Drafted by: GT  
Plot Date: 04/14/23 Paper Size: 8.5"x11" (Legal)  
GLS Job No.: 31348

Sheet 1 Of 2

Filename: C:\GOLDEN\PROJECTS\2023\12\14\RENO AND MARLOW DR. JUNCTION CLEMENS ESBART (EXISTING) (LWS) - L&S - 4/14/2023; Plot Date: 4/14/2023; Legal: Corey Thomas



# ATTACHMENT 4



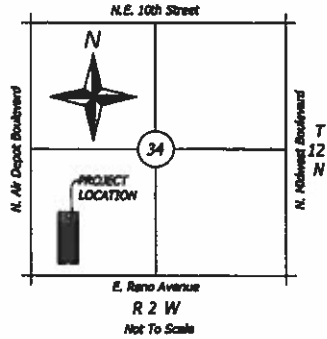
Prepared By  
**GOLDEN**  
**LAND SURVEYING**

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120  
C.A. # 7263 / Exp. Date = 6/30/2024  
Telephone: (405) 802-7883 Email: troy@goldenlls.com  
Drafted by: GT  
Plot Date: 04/14/23 Paper Size: 8.5"x11" (Legal)  
GLS Job No.: 21348

PLATNAME: 0150089 PROJECTS 2021031348 RENO AND MARLOW DR. 04/14/23 GLENDAHEM ESSENT (REPOSTING) DWG: Lot 2 Street. 4/14/23 10:23:55 AM; Plot Date: 4/14/23 10:23:55 AM; Plot Date: 4/14/23 10:23:55 AM; Logix: Casey Thomas

# ATTACHMENT 5

## GLENHAVEN 20' UTILITY EASEMENT EXHIBIT



### LEGAL DESCRIPTION

#### 20-Foot-Wide Roadway Easement Description:

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W;

Thence along the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet;

Thence leaving said South line, North 00°38'11" West, a distance of 200.01 feet to the POINT OF BEGINNING;

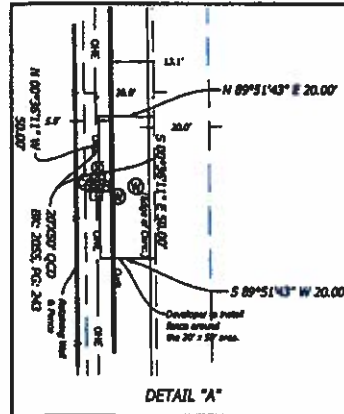
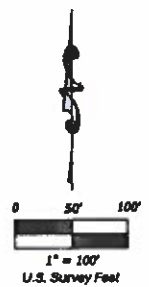
Thence continuing North 00°38'11" West, a distance of 1158.47 feet to a point for the Northwest corner of the herein described strip;

Thence North 89°54'15" East, a distance of 20.00 feet to a point for the Northeast corner of said strip;

Thence South 00°38'11" East, a distance of 1158.45 feet to a point for the Southeast Corner of said strip;

Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing an area of 23,169 square feet or 0.5319 acres, more or less.



### LEGEND

- GAS METER
- GAS VALVE
- GAS MAIN
- FIRE HYDRANT
- WATER MAINHOLE
- WATER VALVE
- WATER METER
- POWER POLE
- LIGHT POLE
- GUY ANCHOR
- ELECTRIC METER
- ELECTRIC BOX
- ELEC. TRANSFORMER
- ELEC. MAINHOLE
- ELEC. PEDestal
- ELEC. PULL BOX
- SANITARY SEWER MAINHOLE
- SANITARY SEWER CLEANOUT
- TELEPHONE RIDER
- TELEPHONE PULL BOX
- FIBER OPTIC PULL BOX
- CHAIN LINK FENCE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- WATER LINE
- GAS LINE
- SS SANITARY SEWER LINE
- T TELEPHONE LINE
- E ELECTRIC LINE
- OHC OVERHEAD POWERLINE
- BARBED WIRE FENCE

MEXICANA LLC  
R150465000

BROOKWOOD INVESTMENTS LLC  
R150465000

Point of Commencement  
SW Corner of the SW/4  
Sec. 34, T12N, R2W, L1N  
Point of B.E.P.



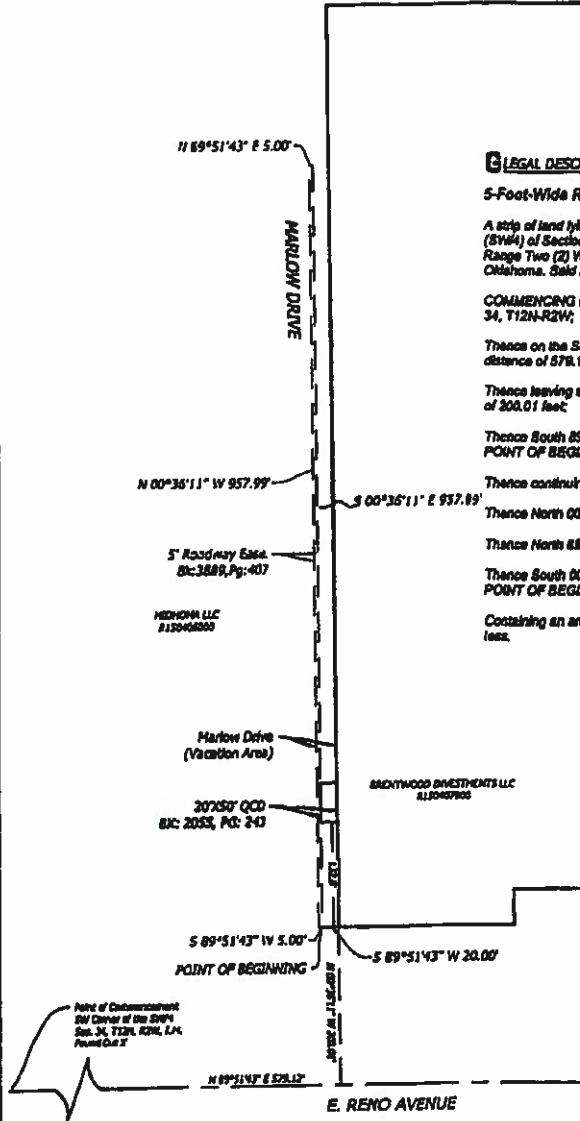
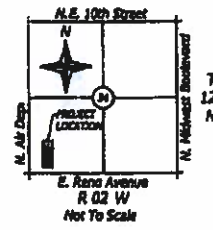
Prepared By  
**GOLDEN LAND SURVEYING**  
4121 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73128  
C.A. # 782 / Exp. Date - 4/30/2024  
Telephone: (405) 803-7802 Email: troy@goldenland.com  
Drafted by: CT  
Plot Date: April 11, 2023 Paper Size: 11"x17"  
OLS Job No.: 21244

April 17, 2022

Sheet 1 of 1



# ATTACHMENT 7



### LEGAL DESCRIPTION

#### 5-Foot-Wide Roadway Easement Description:

A strip of land lying in and being a part of the Southwest Quarter (SW4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW4 of Section 34, T12N-R2W;

Thence on the South line of said SW4, North 89°51'43" East, a distance of 579.12 feet;

Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet;

Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING;

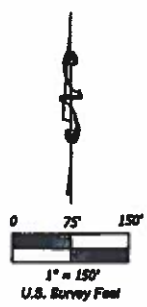
Thence continuing South 89°51'43" West, a distance of 8.00 feet;

Thence North 00°36'11" West, a distance of 857.98 feet;

Thence North 89°51'43" East, a distance of 5.00 feet;

Thence South 00°36'11" East, a distance of 857.98 feet to the POINT OF BEGINNING.

Containing an area of 4,780 square feet or 0.1100 acres, more or less.

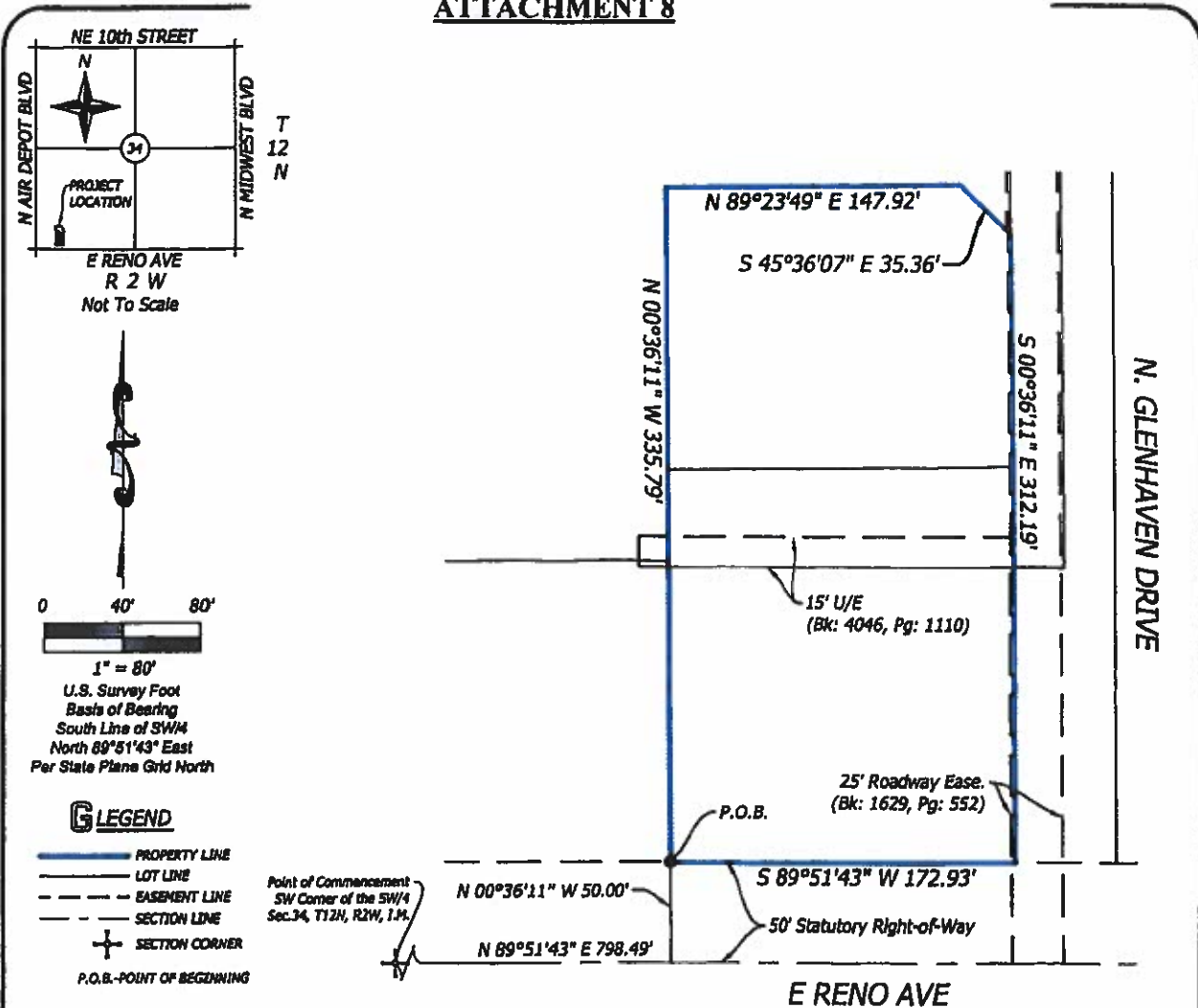


Prepared By  
**GOLDEN  
 LAND SURVEYING**

4131 N.W. 222nd St., Suite 100, Oklahoma City, Oklahoma 73128  
 C.A.# 7263 / Exp. Date = 6/30/2014  
 Telephone: (405) 853-7883 Email: troy@goldenland.com  
 Website: www.gls.com  
 Fax: (405) 853-7883  
 OLS Job No.: 21348

Frame: C:\Golden\Projects\2011\21348\Map\21348.dwg; Plot Date: 04/18/2014 10:52:31 AM; Plot Scale: 1/8" = 150'; Plot Color: Light Gray; Plot Name: 21348.dwg; Plot Date: 04/18/2014 10:52:31 AM; Plot Scale: 1/8" = 150'; Plot Color: Light Gray; Plot Name: 21348.dwg

**ATTACHMENT 8**



**LEGEND**

- PROPERTY LINE
- LOT LINE
- - - EASEMENT LINE
- - - SECTION LINE
- ⊕ SECTION CORNER
- P.O.B.—POINT OF BEGINNING

**LEGAL DESCRIPTION**

A tract of land lying in the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, being more particularly described as follows:  
 Commencing at the Southwest corner of the SW/4 of said Section 34; Thence N 89°51'43" E along the South line of said SW/4 a distance of 798.49 feet; Thence N 00°36'11" W and parallel with the West line of said SW/4 a distance of 50.00 feet to the Point of Beginning; Thence continuing N 00°36'11" W and parallel with the West line of said SW/4 a distance of 335.79 feet; Thence N 89°23'49" E a distance of 147.92 feet; Thence S 45°36'07" E a distance of 35.36 feet; Thence S 00°36'11" E and parallel with the West line of said SW/4 a distance of 312.19 feet; Thence S 89°51'43" W and parallel with the South line of said SW/4 a distance of 172.93 feet to the POINT OF BEGINNING.  
 Containing 87,875 Sq. Ft. or 1.328 Acres, more or less.

Legal Description prepared on April 7, 2023 by Troy Dee, Registered Professional Land Surveyor No. 1745.



*Troy Dee*  
 Troy Dee, PLS #1745  
 April 7, 2023

Prepared By  
**GOLDEN**  
**LAND SURVEYING**

7304 NW 164th St., Suite #5, Edmond, Oklahoma 73013  
 C.A.# 7263 / Exp. Date = 6/30/2022  
 Telephone: (405) 802-7883 Email: troy@goldenls.com  
 Drafted by: SR GLS Job No.: 231136  
 Plot Date: April 7, 2023

**ATTACHMENT 9**

**[insert Closing Ordinance]**

**Attachment 10**

**CERTIFICATE OF BONDED ABTRACTOR**  
**(300 FEET RADIUS REPORT)**

STATE OF OKLAHOMA                    )  
  ) §:  
COUNTY OF OKLAHOMA                )

The undersigned bonded abstractor in and for Oklahoma County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Oklahoma County, Oklahoma, as updated by the records of the County Clerk of Oklahoma County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

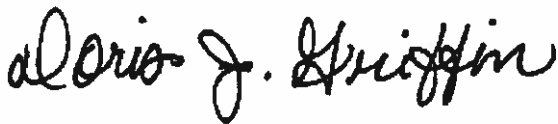
SEE ATTACHED LEGAL DESCRIPTION

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (5 ), both inclusive.

*NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.*

Dated: September 1, 2023 at 7:30 AM

**First American Title Insurance Company**



By: Doris Griffin  
Abstractor License No. 4498  
OAB Certificate of Authority # 0049  
File No. 2818900-OK99

LEGAL DESCRIPTIONS OF RIGHT OF WAY AND EASEMENTS TO BE  
CLOSED BY MUNICIPAL ORDINANCE AND VACATED BY DISTRICT COURT

**Marlow Drive Closure Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence South 89°51'43" West a distance of 25.00 feet; Thence North 00°36'11" West a distance of 957.99 feet; Thence North 89°51'43" East a distance of 5.00 feet; Thence North 00°36'11" West a distance of 200.49 feet; Thence North 89°53'58" East a distance of 20.00 feet; Thence South 00°36'11" East a distance of 1158.47 feet to the POINT OF BEGINNING.

LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.

Containing 27,954 square feet or 0.6417 acres, more or less.

**20-Foot-Wide Bentwood Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence continuing North 00°36'11" West, a distance of 1158.47 feet to a point for the Northwest corner of the herein described strip; Thence North 89°54'15" East, a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.45 feet to a point for the Southeast Corner of said strip; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING. Containing an area of 23,169 square feet or 0.5319 acres, more or less.

**20-Foot-Wide Midhoma Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North



00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence South 89°51'43" West, a distance of 20.00 feet; Thence North 00°36'11" West, a distance of 1158.48 feet to a point for the Northwest corner of the herein described strip; Thence North 89°53'58" East, a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.47 feet to the POINT OF BEGINNING. Containing an area of 23,165 square feet or 0.5318 acres, more or less.

LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.

**5-Foot-Wide Midhoma Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING; Thence continuing South 89°51'43" West, a distance of 5.00 feet; Thence North 00°36'11" West, a distance of 957.99 feet; Thence North 89°51'43" East, a distance of 5.00 feet; Thence South 00°36'11" East, a distance of 957.99 feet to the POINT OF BEGINNING.

Containing an area of 4,790 square feet or 0.1100 acres, more or less.

**15-Foot-Wide Bentwood Utility Easement**

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING; Thence continuing South 89°51'43" West, a distance of 5.00 feet; Thence North 00°36'11" West, a distance of 957.99 feet; Thence North 89°51'43" East, a distance of 5.00 feet; Thence South 00°36'11" East, a distance of 957.99 feet to the POINT OF BEGINNING. Containing an area of 4,790 square feet or 0.1100 acres, more or less.

A strip of land lying in and being a part of a 15 foot wide utility easement recorded in Book 4046 at Page 1110 in the Oklahoma County Clerk's Office in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 798.50 feet; Thence leaving said South line, North 00°36'11" West, a distance of 197.01 feet to the POINT OF BEGINNING; Thence continuing North

00°36'11" West, a distance of 14.99 feet; Thence North 89°51'143 East, a distance of 171.32 feet to a point on the West line of a 25' Roadway Easement recorded in Book 1629 at Page 552 in the Oklahoma County Clerk's Office; Thence South 00°36'11" East, along said West line of said 25' Roadway Easement a distance of 14.99 feet; Thence South 89°51'43" West, a distance of 171.32 feet to the POINT OF BEGINNING.

Containing an area of 2,568.61 square feet or 0.059 acres, more or less.

OWNERSHIP REPORT  
FILE NUMBER 2818900-OK99

EFFECTIVE DATE: SEPTEMBER 1, 2023 AT 7:30 A.M.  
DATE PREPARED: SEPTEMBER 6, 2023

MAP NUMBER	ACCOUNT NUMBER	NAME	MAILING ADDRESS	CITY	STATE	ZIPCODE	SUBNAME	BLOCK	LOT	LEGAL	LOCATION
1412	R150422220	FIRST CAPTAIN INVESTOR LLC	1 N MOUNTAIN VIEW RD	EDMOND	OK	73034	COUNTRY ESTATES 8TH	007	000	COUNTRY ESTATES 8TH 007 000 BEG 100FT W OF NE/C OF BLK 7 TH W118.31FT SWLY 30.30FT SLY 82.63FT E40FT SELY 48.33FT E100.52FT N130FT TO BEG & BEG 175FT S OF NE/C OF BLK 7 S31.76FT WLY 305.49FT E303.37FT TO BEG	7128 E RENO AVE, Unit A MIDWEST CITY
1412	R150422210	CREST DISCOUNT FOODS INC C/O JAMES N EILERS	PO BOX 7510	EDMOND	OK	73083	COUNTRY ESTATES 8TH	007	000	COUNTRY ESTATES 8TH 007 000 PRT BLK 7 BEG NE/C S130FT W100FT N130FT E100FT TO BEG ALSO KNOWN AS TRACT 1	0 UNKNOWN MIDWEST CITY
1412	R150422455	HOLLIDAY DONUTS LLC	5317 BENT CREEK DR	OKLAHOMA CITY	OK	73135	COUNTRY ESTATES 8TH	008	000	COUNTRY ESTATES 8TH 008 000 PRT BLK 8 BEING A TR IN NE/C BEG 50.38FT W OF INTERSECTION OF S LINE OF RENO & W LINE OF GLENHAVEN DR TH W100FT TH S150FT E94.53FT TO W LINE OF GLENHAVEN DR NLY 109.63FT TH NWLY AROUND CURVE 67.45FT TO BEG	7040 E RENO AVE MIDWEST CITY

OWNERSHIP REPORT  
FILE NUMBER 2818900-OK99

EFFECTIVE DATE: SEPTEMBER 1, 2023 AT 7:30 A.M.  
DATE PREPARED: SEPTEMBER 6, 2023

1412	R150422450	VISTA GREEN APARTMENTS LLC	1111 N LEE AVE STE 215	OKLAHO MA CITY	OK	73103-2620	COUNTRY ESTATES 8TH	008	000	COUNTRY ESTATES 8TH 008 000 BLK 8 EX A TR IN NW/C 125FT E&W BY 125FT N&S & EX A TR IN NE/C BEG 50.38FT W OF INTERSECTION OF S LINE RENO & W LINE OF GLENHAVEN DR TH W100FT TH S150FT E94.53FT TO W LINE OF GLENHAVEN DR NLY 109.63FT TH NWLY AROUND CURVE 67.45FT TO BEG	7020 E RENO AVE MIDWEST CITY
1412	R150411500	CREST DISCOUNT FOODS INC C/O JAMES N EILERS	PO BOX 7510	EDMOND	OK	73083	UNPLTD PT SEC 03 11N 2W	000	000	UNPLTD PT SEC 03 11N 2W 000 PRT OF NW4 SEC 3 11N 2W BEG 990FT E OF NW/C TH S320FT E330FT N320FT W330FT TO BEG	7212 E RENO AVE MIDWEST CITY
2535	R150801295	GOSNEY MICHAEL CALVIN	3401 SE 94TH ST	OKLAHO MA CITY	OK	73160-4536	SOMERSET PARK ADD	002	015	SOMERSET PARK ADD 002 015	7100 HILLTOP CT MIDWEST CITY
2535	R150801305	ROSS S E JR & JOANNA	7104 HILLTOP CT	OKLAHO MA CITY	OK	73110-4012	SOMERSET PARK ADD	002	016	SOMERSET PARK ADD 002 016	7104 HILLTOP CT MIDWEST CITY
2535	R150801315	WHITE ROGER D & BEVERLY K	7108 HILLTOP CT	MIDWEST CITY	OK	73110-4012	SOMERSET PARK ADD	002	017	SOMERSET PARK ADD 002 017	7108 HILLTOP CT MIDWEST CITY
2535	R150801325	BARNETT CORNELIOUS W	7112 HILLTOP CT	MIDWEST CITY	OK	73110-4012	SOMERSET PARK ADD	002	018	SOMERSET PARK ADD 002 018	7112 HILLTOP CT MIDWEST CITY

OWNERSHIP REPORT  
FILE NUMBER 2818900-OK99

EFFECTIVE DATE: SEPTEMBER 1, 2023 AT 7:30 A.M.  
DATE PREPARED: SEPTEMBER 6, 2023

2535	R150407245	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT OF SW4 SEC 34 12N 2W BEG 798.5FT E OF SW/C OF SW4 TH N197FT E171.31FT S197FT W171.31FT TO BEG	7121 E RENO AVE, Unit B MIDWEST CITY
2535	R150407225	JKV LLC	6908 N LAKE FRONT	WARR ACRES	OK	73132	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT OF SEC 34 12N 4W PT OF SW4 BEG 577.5FT E OF SW/C OF SW4 TH N200FT E221FT S200FT W221F TO BEG SUBJ TO ESMTS OF RECORD	7101 E RENO AVE, Unit A MIDWEST CITY
2535	R150407235	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT OF SW4 SEC 34 12N 2W BEG 798.5FT E & 197FT N OF SW/C OF SW4 TH N200FT E171.31FT S200FT W171.31FT TO BEG	0 UNKNOWN MIDWEST CITY
2535	R150403980	NAZ LLC	2828 N GLENHAVEN DR	MIDWEST CITY	OK	73110-4002	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SEC 34 12N 2W 000 000 PT OF SW4 SEC 34 12N 2W BEG 994.81FT E & 160FT N OF SW/C OF SW4 TH N237FT E111.31FT S237FT W111.31FT TO BEG	2828 W GLENHAVEN DR MIDWEST CITY
2535	R150403985	HARROZ COMMERCIAL PROPERTY LLC	PO BOX 30078	MIDWEST CITY	OK	73140-3078	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SEC 34 12N 2W 000 000 PT OF SW4 SEC 34 12N 2W BEG 994.81FT E OF SW/C OF SW4 TH N160FT E111.31FT N237FT E25FT S397FT W136.31FT TO BEG	7201 E RENO AVE MIDWEST CITY
2535	R150404000	HARROZ BROTHERS INVESTMENTS LLC	15309 FAIRVIEW FARM BLVD	EDMOND	OK	73013-1376	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SEC 34 12N 2W 000 000 PT OF SW4 SEC 34 12N 2W BEG 1106.12FT E OF SW/C OF SW4 TH N397FT E175FT S397FT W174.5FT TO BEG EX W25FT	7209 E RENO AVE MIDWEST CITY

OWNERSHIP REPORT  
FILE NUMBER 2818900-OK99

EFFECTIVE DATE: SEPTEMBER 1, 2023 AT 7:30 A.M.  
DATE PREPARED: SEPTEMBER 6, 2023

2535	R150407010	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SW4 SEC 34 12N 2W BEG 577.5FT E & 397FT N OF SW/C OF SW4N130FT E170FT S130FT W170FT TO BEG EX W20FT	208 MARLOW DR MIDWEST CITY
2535	R150407015	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SW4 SEC 34 12N 2W BEG 898.50FT E & 397FT N OF SW/C OF SW4 N200FT E96.31FT S200FT W96.31FT TO BEG EX E25FT	2905 N GLENHAVEN DR MIDWEST CITY
2535	R150404010	VILLA G APARTMENTS LLC	14111 167TH ST	RENTON	WA	98058	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SW4 SEC 34 12N 2W BEG 994.81FT E & 397FT N OF SW/C OF SW4 TH N749.3FT E286.31FT S749.3FT W286.31FT TO BEG	2908 N GLENHAVEN DR MIDWEST CITY
2535	R150406000	MIDHOMA LLC	222 GRAND AVE	ENGLEWOOD	NJ	07631-4352	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT OF SEC 34 12N 2W BEG AT SW/C OF SW4 N200FT FOR BEG N958FT E577.5FT S1158FT W377.5FT N200FT W200FT TO BEG	7023 E RENO AVE MIDWEST CITY
2535	R150407000	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT OF SW4 SEC 34 12N 2W BEG 577.5FT E & 200FT N OF SW/C OF SW4 TH N1157FT E321FT S960FT W100FT S197FT W221FT TO BEG EX W20FT EX A TR 130FT N&S BY 170FT E&W BEG 577.5FT E & 397FT N OF SW/C OF SW	198 MARLOW DR MIDWEST CITY
2535	R150404025	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SW4 SEC 34 12N 2W BEG 898.5FT E & 597FT N OF SW/C OF SW4N760FT E96.31FT S760FT W96.31FT TO BEG EX E25FT	2913 N GLENHAVEN DR MIDWEST CITY

OWNERSHIP REPORT  
 FILE NUMBER 2818900-OK99

EFFECTIVE DATE: SEPTEMBER 1, 2023 AT 7:30 A.M.  
 DATE PREPARED: SEPTEMBER 6, 2023

2535	R150406050	SAINT MATTHEW UNITED METHODIST	300 N AIR DEPOT BLVD	MIDWEST CITY	OK	73110- 1704	UNPLTD PT SEC 34 12N 2W	0	000	UNPLTD PT SEC 34 12N 2W 000 000 PT OF SEC 34 12N 2W BEG 1158FT N OF SW/C OF SW4 E577.5FT N350.57FT W577.5FT S350.57FT TO BEG EX W80FT TO STATE EXEMPT	300 N AIR DEPOT BLVD MIDWEST CITY
2535	R150404011	CHURCH OF GOD	PO BOX 50057	MIDWEST CITY	OK	73140	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SEC 34 12N 2W 000 000 PT SW4 SEC 34 12N 2W PT OF SW4 BEG 1508.6FT N OF SW/C OF SW4 E577.5FT N377.13FT W577.5FT S377.13FT TO BEG EX W80FT TO STATE EX N165FT	412 N AIR DEPOT BLVD MIDWEST CITY

**EXHIBIT K**  
**(20 Foot Bentwood Easement Instrument)**

Return To: City of Midwest City, OK  
100 N Midwest Blvd.  
Midwest City, OK 73110

**GRANT OF PERMANENT EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That Bentwood Investments LLC, an Oklahoma limited liability company ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, Oklahoma, a municipal corporation (sometimes referenced herein as the "Grantee" or the "City") a permanent propriety easement on, over, across and under the real property (the "Subject Property") described and depicted on **Attachment 1**, attached hereto and made a part hereof.

This permanent propriety easement (the "Easement") granted hereby is for the sole purpose of enabling Grantee, but not the public, to go upon, construct, operate, maintain, repair and replace those underground municipal utility facilities that the City may from time to time require, including the permanent right of ingress and egress for employees, tools and equipment of the City, its officers, agents, and contractors.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to the real property described and depicted on **Attachment 1** by reason of the construction and maintenance of such municipal improvements.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, so long as the City exclusively uses the Easement for the purposes described herein and for no other purpose whatsoever, and should the City abandon the Subject Property for the purposes stated herein, then the Easement shall revert to the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9<sup>th</sup> day of June 2023.

"BENTWOOD INVESTMENTS LLC"

  
By: Joel Bryant  
Its: Manager

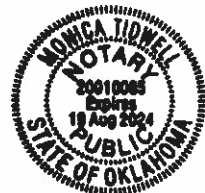
STATE OF OKLAHOMA    )  
                                  ) ss:  
COUNTY OF OKLAHOMA )

This instrument was acknowledged before me on June 9, 2023 by Joel Bryant, Manager of Bentwood Investments LLC.

My Commission No. 200100685

Monica Tidwell  
Notary Public

My Commission Expires: 8/19/2024





Accepted by the CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of  
\_\_\_\_\_ 2023.

CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
MAYOR: Matt Dukes

Attest: (seal)

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

Approved as to form and legality this \_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Don Maisch, Municipal Counselor

**ATTACHMENT 1**

**20-Foot-Wide Utility Easement Description:**

**A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:**

**COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence continuing North 00°36'11" West, a distance of 1158.47 feet to a point for the Northwest corner of the herein described strip; Thence North 89°54'15" East, a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.45 feet to a point for the Southeast Corner of said strip; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING. Containing an area of 23,169 square feet or 0.5319 acres, more or less.**

Exhibit L

Return To: City of Midwest City, OK  
100 N Midwest Blvd.  
Midwest City, OK 73110

GRANT OF PERMANENT 25 FOOT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Midhoma LLC, an Oklahoma limited liability company ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, Oklahoma, a municipal corporation (sometimes referenced herein as the "Grantee" or the "City") a permanent propriety easement on, over, across and under the real property (the "Subject Property") described and depicted on Exhibit A, attached hereto and made a part hereof.

This permanent propriety easement (the "Easement") granted hereby is for the sole purpose of enabling Grantee, but not the public, to go upon, construct, operate, maintain, repair and replace those underground municipal utility facilities that the City may from time to time require, including the permanent right of ingress and egress for employees, tools and equipment of the City, its officers, agents, and contractors.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to the real property described and depicted on Attachment 1 by reason of the construction and maintenance of such municipal improvements.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, so long as the City exclusively uses the Easement for the purposes described herein and for no other purpose whatsoever, and should the City abandon the Subject Property for the purposes stated herein, then the Easement shall revert to the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 31<sup>st</sup> day of August 2023.

"MIDHOMA LLC"

By: Michael Schmidt  
Its: Manager

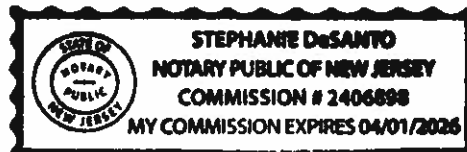
New Jersey  
STATE OF ~~OKLAHOMA~~ )  
Bergen ) ss:  
COUNTY OF ~~OKLAHOMA~~ )

This instrument was acknowledged before me on August 31, 2023 by Michael Schmidt, Manager of Midhoma LLC.

My Commission No. 2406898

My Commission Expires: 04/01/26

Stephanie DeSanto  
Notary Public



**Grant of Permanent 25 Foot Utility Easement described on Attachment 1 accepted by the  
CITY OF MIDWEST CITY, OKLAHOMA this \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

**CITY OF MIDWEST CITY, OKLAHOMA**

\_\_\_\_\_  
**MAYOR: Matt Dukes**

**Attest: (seal)**

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

**Approved as to form and legality this \_\_\_ day of \_\_\_\_\_ 2023.**

\_\_\_\_\_  
**Don Maisch, Municipal Counselor**

**ATTACHMENT 1**

**25-Foot-Wide Roadway & Utility Easement Description:**

**A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:**

**COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence South 89°51'43" West, a distance of 25.00 feet; Thence North 00°36'11" West, a distance of 1158.48 feet to a point for the Northwest corner of the herein described strip; Thence North 89°53'58" East, a distance of 25.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.47 feet to the POINT OF BEGINNING. Containing an area of 28,962 square feet or 0.6649 acres, more or less.**

**LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.**

**Exhibit M**

2022041401056973 B: 16123 P: 1806  
04/14/2022 11:31:31 AM Pgs: 3  
Fee: \$22.00 Doc Stamp: \$1012.00  
David B. Hooten, County Clerk  
Oklahoma County - State of Oklahoma



Return To:  
Bentwood Investments, LLC  
39004 West MacArthur, Suite 100  
Shawnee, OK 74804

**WARRANTY DEED**  
(OKLAHOMA STATUTORY FORM)

Tax ID#: 2535-15-040-7235

Doc Stamps: \$25.00  
Filed/insured by: First American Title Insurance Company  
File No.: 2695150-OK15 (MM)

That Perkins Family, LLC, an Oklahoma limited liability company, (the "Grantor"), in consideration of the sum of TEN & NO/100—Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto Bentwood Investments, LLC, an Oklahoma limited liability company, (the "Grantee"), the following described real property and premises situated in Oklahoma County, State of Oklahoma, to wit:

**TRACT I:** A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, being more particularly described as follows: Beginning 898.5 feet east and 397 feet north of the southwest corner; Thence north 760 feet; Thence east 96.31 feet; Thence south 760 feet; Thence west 96.31 feet to the point of beginning. EXCEPT the east 25 feet thereof; AND

**TRACT II:** A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows: Beginning at a point 898.50 feet east and 397.00 feet north of the southwest corner of said Section 34; Thence north 200.00 feet; Thence east a distance of 96.31 feet; Thence south a distance of 200.00 feet; Thence west a distance of 96.31 feet to the point of beginning; AND

**TRACT III:** A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as beginning at a point 798.5 feet east and 197 feet north of the southwest corner of the SW/4; Thence north 200 feet; Thence east 171.31 feet; Thence south 200 feet; Thence west 171.31 feet to the point or place of beginning, according to the government survey thereof; AND

**TRACT IV:** The Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the I.M., Oklahoma County, Oklahoma, more particularly described as follows: Beginning at a point 577.5 feet east of the southwest corner of said SW/4; Thence north and parallel with the west line of said SW/4 a distance of 1357 feet; Thence east and parallel with the south line of said SW/4 a distance of 321 feet; Thence south and parallel with the west line of said SW/4 a distance of 960 feet; Thence west and parallel with the south line of said SW/4 a distance of 100 feet; Thence south and parallel with the west line of said SW/4 a distance of 364 feet; Thence west and parallel with the south line of said SW/4 a distance of 221 feet to the point or place of beginning; LESS AND EXCEPT the following described property: Part of the Southwest Quarter (SW/4) of Section 34, Township 12 North, Range 2 West of the I.M., more particularly described as follows: Beginning at a point 577.5 feet east and 397 feet north of the southwest corner of said SW/4; Thence north and parallel with the west line of said SW/4 a distance of 150 feet; Thence east and parallel with the south line of said SW/4 a distance of 170 feet; Thence south and parallel with the west line of said SW/4 a distance of 130 feet; Thence west and parallel with the south line of said SW/4 a distance of 170 feet to the point or place of beginning;

**AND LESS AND EXCEPT**

A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, more particularly described as follows to-wit: Beginning at a point on the South line of said SW/4 577 1/2 feet East of the Southwest corner thereof; Thence North and parallel to the West line of said SW/4 200 feet; Thence East and parallel to the South line of said quarter section 221 feet; Thence South and parallel to the West line of said SW/4 200 feet to the South line thereof; Thence West along said South line of said quarter section 221 feet to the Point of Beginning; AND

**TRACT V:** Part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the L.M., Oklahoma County, Oklahoma, more particularly described as follows: Beginning at a point 577.5 feet east and 197 feet north of the southwest corner of said SW/4; Thence north and parallel with the west line of said SW/4 a distance of 130 feet; Thence east and parallel with the south line of said SW/4 a distance of 170 feet; Thence south and parallel with the west line of said SW/4 a distance of 130 feet; Thence west and parallel with the south line of said SW/4 a distance of 170 feet to the point or place of beginning.

**TRACT VI:** A part of the Southwest Quarter (SW/4) of Section Thirty-Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, according to the government survey thereof, and more particularly described as follows, to-wit: Beginning at a point on the south line of said SW/4 798.5 feet east of the southwest corner of said SW/4; Thence north parallel to the west line of said SW/4 a distance of 197 feet; Thence east parallel to the south line of said SW/4 a distance of 171.31 feet; Thence south a distance of 197 feet; Thence west along the south line of said SW/4 a distance of 171.31 feet to the point or place of beginning.

Property Address: PT SW4 34-12N-2W, Midwest City, OK

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, restrictive covenants of record.

TO HAVE AND TO HOLD said described premises unto the Grantee, and to the heirs, successors and assigns, forever, free and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this April 13, 2022.

Perkins Family, LLC, an Oklahoma limited liability company

By:   
Name: Sy Perkins  
Title: Manager









12th IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this day of December, 2016.

THE GLADYS IRENE SHARP REVOCABLE TRUST, AND SUB-TRUSTS THEREUNDER, CREATED UNDER THAT CERTAIN REVOCABLE TRUST AGREEMENT DATED THE 25TH DAY OF MAY, 1989

By: Lee Ann Breeding Atkins  
Lee Ann Breeding Atkins, Successor Trustee  
*SUCCESSOR TRUSTEE*

STATE OF Oklahoma  
COUNTY OF Oklahoma }

ss.

This instrument was acknowledged before me on December 12, 2016, by Lee Ann Breeding Atkins, successor trustee of the Gladys Irene Sharp Revocable Trust, and sub-trusts thereunder, created under that certain Revocable Trust Agreement dated the 25th day of May, 1989.

Mary G. Gardner  
Notary Public

My Commission Expires:



(SEAL)

UNOFFICIAL

**EXHIBIT "A"**

**Property Description**

A part of the West Half of the Southwest Quarter of Section 34, Township 12 North, Range 2 West of the Indian Meridian, more particularly described as follows: BEGINNING at a point 200 feet East of the Southwest corner of said Southwest Quarter; thence East along the South line of said Southwest Quarter a distance of 377.5 feet; thence North and parallel to the west line of the Southwest Quarter a distance of 1,158 feet; thence West and parallel to the South line of said Southwest Quarter a distance of 577.5 feet; thence South along the West line of the Southwest Quarter a distance of 958 feet; thence East and parallel to the South line of said Southwest Quarter a distance of 200 feet; thence South and parallel to the West line of the Southwest Quarter a distance of 200 feet to the point of beginning.

UNOFFICIAL

**EXHIBIT "B"**

1. Fees, taxes and assessments made by any taxing authority for the year 2017, which are not yet ascertainable, due or payable, and all subsequent years.
2. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise, and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Section line road easement created under Title 43 USC Section 1095 and any rights therein granted to others by the Board of County Commissioners of the county in which the Land is located or by the city in which the Land is located.
6. Right-of-way in favor of Oklahoma Gas and Electric Company, an Oklahoma corporation recorded in Book 38, page 59.
7. Easement in favor of Oklahoma County, Oklahoma recorded in Book 464, page 73.
8. Quit Claim Deed to the City of Midwest City, Oklahoma, a municipal corporation recorded in Book 2055, page 243.
9. Right-of-way in favor of the City of Midwest City, Oklahoma, a municipal corporation recorded in Book 3459, page 651.
10. Right-of-way in favor of the City of Midwest City, Oklahoma, a municipal corporation recorded in Book 3459, page 654.
11. Easement in favor of the City of Midwest City, a municipal corporation recorded in Book 3889, page 407.
12. Easement in favor of the City of Midwest City, a municipal corporation recorded in Book 4442, page 1190.
13. Easement in favor of the City of Midwest City, a municipal corporation recorded in Book 4442, page 1192.

14. Easement in favor of the City of Midwest City, a municipal corporation recorded in Book 5175, page 446.
15. Easement in favor of Oklahoma Gas and Electric Company, an Oklahoma corporation recorded in Book 5571, page 162.
16. Easement in favor of Oklahoma Gas and Electric Company, an Oklahoma corporation recorded in Book 5573, page 333.
17. Right-of-way in favor of Amoco Pipeline Company, a Maine Corporation as partially releases and evidence by Release of Pipeline Right-of-way recorded in Book 5988, page 344.
18. Easement in favor of Oklahoma Gas and Electric Company, an Oklahoma corporation recorded in Book 6267, page 209.
19. Lease dated May 28, 1968 between Town & Country, LTD., an Oklahoma limited partnership, lessor, and The Fleming Co., Incorporated, lessee, as evidenced by Amendment of Lease filed May 13, 1969 and recorded in Book 3848, page 121, as further evidenced by Assignment of Lessor's Interest in Lease filed December 23, 1969 and recorded in Book 3918, page 145, and as further evidenced by Assignment of Lease filed February 20, 1970 and recorded in Book 3924, page 1796.
20. Lease dated August 12, 1970 between Town & Country, LTD., an Oklahoma limited partnership, lessor, and Henderson Properties, Inc., lessee, as evidenced by Short Form Lease for Recording filed December 8, 1970 and recorded in Book 3961, page 1190, and re-recorded December 4, 1975 in Book 4260, page 967, amended by First Amendment to Fifty Year Lease Contract as evidenced by Memorandum of First Amendment to Fifty Year Lease Contract filed October 25, 1990 and recorded in Book 6104, page 1704, assigned to Y&O Town & Country LLC, a Delaware limited liability company by Assignment and Assumption of Ground Lease filed November 24, 2015 and recorded in Book 12984, page 1776. Said leasehold is subject to Leasehold Commercial Mortgage, Security Agreement, Financing Statement and Assignment of Rents executed by Y&O Town & Country LLC, a Delaware limited liability company in favor of First National Bank and Trust Co. of McAlester, Oklahoma, dated November 20, 2015, filed November 24, 2015 and recorded in Book 12984, page 1782 and subject to the Assignment of Leases and Rents executed by Y&O Town & Country LLC, a Delaware limited liability company in favor of First National Bank and Trust Co. of McAlester, Oklahoma, dated November 20, 2015, filed November 24, 2015 and recorded in Book 12984, page 1796.
21. Lease dated November 18, 1982 between Henco Developers, Inc. and Wal-Mart Stores, Inc. as evidenced by Short Form Lease filed January 25, 1983 and recorded in Book 4959, page 1671.
22. Lease dated November 24, 2009 between Weingarten Nostat, Inc., landlord, and

CITI Trends, Inc., tenant, as evidenced by Memorandum of Lease filed September 7, 2010 and recorded in Book 11451, 661.

23. Lease dated June 10, 2014 between Weingarten Nostat, Inc., a Texas corporation, landlord, and Ross Dress for Less, Inc., a Virginia corporation, Tenant, as evidenced by Memorandum of Lease filed October 17, 2014 and recorded in Book 12659, page 651, as further evidenced by the Subordination, Nondisturbance and Attornment Agreement recorded in Book 12659, page 662.
24. Use restrictions as set out in Memorandum of Lease filed October 14, 2014 and recorded in Book 12659, page 651.
25. Right of tenants in possession.





LEGAL DESCRIPTIONS OF RIGHT OF WAY AND EASEMENTS TO BE  
CLOSED BY MUNICIPAL ORDINANCE AND VACATED BY DISTRICT COURT

**Marlow Drive Closure Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence South 89°51'43" West a distance of 25.00 feet; Thence North 00°36'11" West a distance of 957.99 feet; Thence North 89°51'43" East a distance of 5.00 feet; Thence North 00°36'11" West a distance of 200.49 feet; Thence North 89°53'58" East a distance of 20.00 feet; Thence South 00°36'11" East a distance of 1158.47 feet to the POINT OF BEGINNING.

LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.

Containing 27,954 square feet or 0.6417 acres, more or less.

**20-Foot-Wide Bentwood Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence continuing North 00°36'11" West, a distance of 1158.47 feet to a point for the Northwest corner of the herein described strip; Thence North 89°54'15" East, a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.45 feet to a point for the Southeast Corner of said strip; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING. Containing an area of 23,169 square feet or 0.5319 acres, more or less.

**20-Foot-Wide Midhoma Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North



00°36'11" West, a distance of 200.01 feet to the POINT OF BEGINNING; Thence South 89°51'43" West, a distance of 20.00 feet; Thence North 00°36'11" West, a distance of 1158.48 feet to a point for the Northwest corner of the herein described strip; Thence North 89°53'58" East, a distance of 20.00 feet to a point for the Northeast corner of said strip; Thence South 00°36'11" East, a distance of 1158.47 feet to the POINT OF BEGINNING. Containing an area of 23,165 square feet or 0.5318 acres, more or less.

LESS & EXCEPT, any portion lying within an existing 20'x50' Tract of land as described in a certain document entitled "Quit Claim Deed", recorded in Book 2055, Page 243, Official Records of Oklahoma County Clerk's Office, State of Oklahoma.

**5-Foot-Wide Midhoma Roadway Easement Description:**

A strip of land lying in and being a part of the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING; Thence continuing South 89°51'43" West, a distance of 5.00 feet; Thence North 00°36'11" West, a distance of 957.99 feet; Thence North 89°51'43" East, a distance of 5.00 feet; Thence South 00°36'11" East, a distance of 957.99 feet to the POINT OF BEGINNING.

Containing an area of 4,790 square feet or 0.1100 acres, more or less.

**15-Foot-Wide Bentwood Utility Easement**

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 579.12 feet; Thence leaving said South line, North 00°36'11" West, a distance of 200.01 feet; Thence South 89°51'43" West, a distance of 20.00 feet to the POINT OF BEGINNING; Thence continuing South 89°51'43" West, a distance of 5.00 feet; Thence North 00°36'11" West, a distance of 957.99 feet; Thence North 89°51'43" East, a distance of 5.00 feet; Thence South 00°36'11" East, a distance of 957.99 feet to the POINT OF BEGINNING. Containing an area of 4,790 square feet or 0.1100 acres, more or less.

A strip of land lying in and being a part of a 15 foot wide utility easement recorded in Book 4046 at Page 1110 in the Oklahoma County Clerk's Office in the Southwest Quarter (SW/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Said strip being more particularly described as follows:

COMMENCING at the Southwest corner of the SW/4 of Section 34, T12N-R2W; Thence on the South line of said SW/4, North 89°51'43" East, a distance of 798.50 feet; Thence leaving said South line, North 00°36'11" West, a distance of 197.01 feet to the POINT OF BEGINNING; Thence continuing North

00°36'11" West, a distance of 14.99 feet; Thence North 89°51'143 East, a distance of 171.32 feet to a point on the West line of a 25' Roadway Easement recorded in Book 1629 at Page 552 in the Oklahoma County Clerk's Office; Thence South 00°36'11" East, along said West line of said 25' Roadway Easement a distance of 14.99 feet; Thence South 89°51'43" West, a distance of 171.32 feet to the POINT OF BEGINNING.

Containing an area of 2,568.61 square feet or 0.059 acres, more or less.

OWNERSHIP REPORT  
FILE NUMBER 2818900-OK99

EFFECTIVE DATE: SEPTEMBER 1, 2023 AT 7:30 A.M.  
DATE PREPARED: SEPTEMBER 6, 2023

MAP NUMBER	ACCOUNT NUMBER	NAME	MAILING ADDRESS	CITY	STATE	ZIPCODE	SUBNAME	BLOCK	LOT	LEGAL	LOCATION
1412	R150422220	FIRST CAPTAIN INVESTOR LLC	1 N MOUNTAIN VIEW RD	EDMOND	OK	73034	COUNTRY ESTATES 8TH	007	000	COUNTRY ESTATES 8TH 007 000 BEG 100FT W OF NE/C OF BLK 7 TH W118.31FT SWLY 30.30FT SLY 82.63FT E40FT SELY 48.33FT E100.52FT N130FT TO BEG & BEG 175FT S OF NE/C OF BLK 7 S31.76FT WLY 305.49FT E303.37FT TO BEG	7128 E RENO AVE, Unit A MIDWEST CITY
1412	R150422210	CREST DISCOUNT FOODS INC C/O JAMES N EILERS	PO BOX 7510	EDMOND	OK	73083	COUNTRY ESTATES 8TH	007	000	COUNTRY ESTATES 8TH 007 000 PRT BLK 7 BEG NE/C S130FT W100FT N130FT E100FT TO BEG ALSO KNOWN AS TRACT 1	0 UNKNOWN MIDWEST CITY
1412	R150422455	HOLLIDAY DONUTS LLC	5317 BENT CREEK DR	OKLAHOMA CITY	OK	73135	COUNTRY ESTATES 8TH	008	000	COUNTRY ESTATES 8TH 008 000 PRT BLK 8 BEING A TR IN NE/C BEG 50.38FT W OF INTERSECTION OF S LINE OF RENO & W LINE OF GLENHAVEN DR TH W100FT TH S150FT E94.53FT TO W LINE OF GLENHAVEN DR NLY 109.63FT TH NWLY AROUND CURVE 67.45FT TO BEG	7040 E RENO AVE MIDWEST CITY

OWNERSHIP REPORT  
FILE NUMBER 2818900-OK99

EFFECTIVE DATE: SEPTEMBER 1, 2023 AT 7:30 A.M.  
DATE PREPARED: SEPTEMBER 6, 2023

1412	R150422450	VISTA GREEN APARTMENTS LLC	1111 N LEE AVE STE 215	OKLAHO MA CITY	OK	73103-2620	COUNTRY ESTATES 8TH	008	000	COUNTRY ESTATES 8TH 008 000 BLK 8 EX A TR IN NW/C 125FT E&W BY 125FT N&S & EX A TR IN NE/C BEG 50.38FT W OF INTERSECTION OF S LINE RENO & W LINE OF GLENHAVEN DR TH W100FT TH S150FT E94.53FT TO W LINE OF GLENHAVEN DR NLY 109.63FT TH NWLY AROUND CURVE 67.45FT TO BEG	7020 E RENO AVE MIDWEST CITY
1412	R150411500	CREST DISCOUNT FOODS INC C/O JAMES N EILERS	PO BOX 7510	EDMOND	OK	73083	UNPLTD PT SEC 03 11N 2W	000	000	UNPLTD PT SEC 03 11N 2W 000 000 PRT OF NW4 SEC 3 11N 2W BEG 990FT E OF NW/C TH S320FT E330FT N320FT W330FT TO BEG	7212 E RENO AVE MIDWEST CITY
2535	R150801295	GOSNEY MICHAEL CALVIN	3401 SE 94TH ST	OKLAHO MA CITY	OK	73160-4536	SOMERSET PARK ADD	002	015	SOMERSET PARK ADD 002 015	7100 HILLTOP CT MIDWEST CITY
2535	R150801305	ROSS S E JR & JOANNA	7104 HILLTOP CT	OKLAHO MA CITY	OK	73110-4012	SOMERSET PARK ADD	002	016	SOMERSET PARK ADD 002 016	7104 HILLTOP CT MIDWEST CITY
2535	R150801315	WHITE ROGER D & BEVERLY K	7108 HILLTOP CT	MIDWEST CITY	OK	73110-4012	SOMERSET PARK ADD	002	017	SOMERSET PARK ADD 002 017	7108 HILLTOP CT MIDWEST CITY
2535	R150801325	BARNETT CORNELIOUS W	7112 HILLTOP CT	MIDWEST CITY	OK	73110-4012	SOMERSET PARK ADD	002	018	SOMERSET PARK ADD 002 018	7112 HILLTOP CT MIDWEST CITY

OWNERSHIP REPORT  
FILE NUMBER 2818900-OK99

EFFECTIVE DATE: SEPTEMBER 1, 2023 AT 7:30 A.M.  
DATE PREPARED: SEPTEMBER 6, 2023

2535	R150407245	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT OF SW4 SEC 34 12N 2W BEG 798.5FT E OF SW/C OF SW4 TH N197FT E171.31FT S197FT W171.31FT TO BEG	7121 E RENO AVE, Unit B MIDWEST CITY
2535	R150407225	JKV LLC	6908 N LAKE FRONT	WARR ACRES	OK	73132	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT OF SEC 34 12N 4W PT OF SW4 BEG 577.5FT E OF SW/C OF SW4 TH N200FT E221FT S200FT W221F TO BEG SUBJ TO ESMTS OF RECORD	7101 E RENO AVE, Unit A MIDWEST CITY
2535	R150407235	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT OF SW4 SEC 34 12N 2W BEG 798.5FT E & 197FT N OF SW/C OF SW4 TH N200FT E171.31FT S200FT W171.31FT TO BEG	0 UNKNOWN MIDWEST CITY
2535	R150403980	NAZ LLC	2828 N GLENHAVEN DR	MIDWEST CITY	OK	73110-4002	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SEC 34 12N 2W 000 000 PT OF SW4 SEC 34 12N 2W BEG 994.81FT E & 160FT N OF SW/C OF SW4 TH N237FT E111.31FT S237FT W111.31FT TO BEG	2828 W GLENHAVEN DR MIDWEST CITY
2535	R150403985	HARROZ COMMERCIAL PROPERTY LLC	PO BOX 30078	MIDWEST CITY	OK	73140-3078	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SEC 34 12N 2W 000 000 PT OF SW4 SEC 34 12N 2W BEG 994.81FT E OF SW/C OF SW4 TH N160FT E111.31FT N237FT E25FT S397FT W136.31FT TO BEG	7201 E RENO AVE MIDWEST CITY
2535	R150404000	HARROZ BROTHERS INVESTMENTS LLC	15309 FAIRVIEW FARM BLVD	EDMOND	OK	73013-1376	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SEC 34 12N 2W 000 000 PT OF SW4 SEC 34 12N 2W BEG 1106.12FT E OF SW/C OF SW4 TH N397FT E175FT S397FT W174.5FT TO BEG EX W25FT	7209 E RENO AVE MIDWEST CITY

OWNERSHIP REPORT  
FILE NUMBER 2818900-OK99

EFFECTIVE DATE: SEPTEMBER 1, 2023 AT 7:30 A.M.  
DATE PREPARED: SEPTEMBER 6, 2023

2535	R150407010	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SW4 SEC 34 12N 2W BEG 577.5FT E & 397FT N OF SW/C OF SW4N130FT E170FT S130FT W170FT TO BEG EX W20FT	208 MARLOW DR MIDWEST CITY
2535	R150407015	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SW4 SEC 34 12N 2W BEG 898.50FT E & 397FT N OF SW/C OF SW4 N200FT E96.31FT S200FT W96.31FT TO BEG EX E25FT	2905 N GLENHAVEN DR MIDWEST CITY
2535	R150404010	VILLA G APARTMENTS LLC	14111 167TH ST	RENTON	WA	98058	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SW4 SEC 34 12N 2W BEG 994.81FT E & 397FT N OF SW/C OF SW4 TH N749.3FT E286.31FT S749.3FT W286.31FT TO BEG	2908 N GLENHAVEN DR MIDWEST CITY
2535	R150406000	MIDHOMA LLC	222 GRAND AVE	ENGLEWOOD	NJ	07631-4352	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT OF SEC 34 12N 2W BEG AT SW/C OF SW4 N200FT FOR BEG N958FT E577.5FT S1158FT W377.5FT N200FT W200FT TO BEG	7023 E RENO AVE MIDWEST CITY
2535	R150407000	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT OF SW4 SEC 34 12N 2W BEG 577.5FT E & 200FT N OF SW/C OF SW4 TH N1157FT E321FT S960FT W100FT S197FT W221FT TO BEG EX W20FT EX A TR 130FT N&S BY 170FT E&W BEG 577.5FT E & 397FT N OF SW/C OF SW	198 MARLOW DR MIDWEST CITY
2535	R150404025	BENTWOOD INVESTMENTS LLC	3117 N SOONER RD, Unit 150	EDMOND	OK	73034	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SW4 SEC 34 12N 2W BEG 898.5FT E & 597FT N OF SW/C OF SW4N760FT E96.31FT S760FT W96.31FT TO BEG EX E25FT	2913 N GLENHAVEN DR MIDWEST CITY

OWNERSHIP REPORT  
 FILE NUMBER 2818900-OK99

EFFECTIVE DATE: SEPTEMBER 1, 2023 AT 7:30 A.M.  
 DATE PREPARED: SEPTEMBER 6, 2023

2535	R150406050	SAINT MATTHEW UNITED METHODIST	300 N AIR DEPOT BLVD	MIDWEST CITY	OK	73110- 1704	UNPLTD PT SEC 34 12N 2W	0	000	UNPLTD PT SEC 34 12N 2W 000 000 PT OF SEC 34 12N 2W BEG 1158FT N OF SW/C OF SW4 E577.5FT N350.57FT W577.5FT S350.57FT TO BEG EX W80FT TO STATE EXEMPT	300 N AIR DEPOT BLVD MIDWEST CITY
2535	R150404011	CHURCH OF GOD	PO BOX 50057	MIDWEST CITY	OK	73140	UNPLTD PT SEC 34 12N 2W	000	000	UNPLTD PT SEC 34 12N 2W 000 000 PT SW4 SEC 34 12N 2W PT OF SW4 BEG 1508.6FT N OF SW/C OF SW4 E577.5FT N377.13FT W577.5FT S377.13FT TO BEG EX W80FT TO STATE EX N165FT	412 N AIR DEPOT BLVD MIDWEST CITY



NEW BUSINESS/  
PUBLIC DISCUSSION







FURTHER INFORMATION





**Engineering and  
Construction Services**  
100 N Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1220

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TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : November 14, 2023

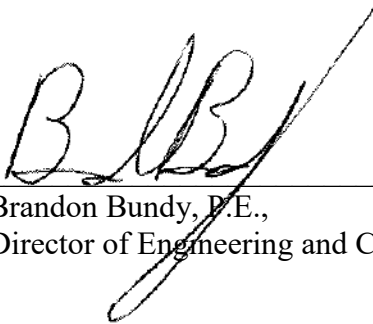
SUBJECT : Monthly Residential and Commercial Building report for September 2023

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We have worked with our software consultant to identify and correct the reporting system for building reports. Attached is the September 2023 Building Report.

Staff went back to the beginning of using this particular reporting software, May 2021, and has re-issued all reports on our website:

<https://www.midwestcityok.org/engineering/page/monthly-building-reports>



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Brandon Bundy, P.E.,  
Director of Engineering and Construction Services





100 N Midwest Boulevard - Midwest City, OK 73110

**Building Permits by Type - Issued 9/1/2023 to 9/30/2023**

**Building - Commercial & Industrial**

**Com Addition Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/5/23	8105 NE 10TH ST, OK, 73110	Shane Murray	B-22-3125	\$130,000.00
				<b>\$130,000.00</b>

**Com Remodel Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/28/23	1732 S SOONER RD, MIDWEST CITY, OK, 0	Rebekah Myers	B-23-1747	\$125,000.00
9/28/23	8401 E RENO AVE, OK, 73110	Charles Herrera	B-23-2636	\$11,600.00
				<b>\$136,600.00</b>

**Building - Residential**

**Res Accessory Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/5/23	2100 PEARSON DR, MIDWEST CITY, OK, 0	Brandon Clark	B-23-2458	\$8,200.00
9/18/23	9721 CREST DR, MWC, OK, 73130	Brandon Clark	B-23-2582	\$16,000.00
9/19/23	3740 ROLLING LANE CIR, MWC, OK, 73110	Elliott Tice	B-23-2647	\$3,381.82
9/20/23	729 N POPLAR LN, MWC, OK, 73130	Ben Drew	B-23-2124	\$42,000.00
				<b>\$69,581.82</b>

**Res Carport Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/6/23	10121 SE 14TH ST, 73130	Steve Weaver	B-23-2516	\$5,600.00
				<b>\$5,600.00</b>

**Res Driveway Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/14/23	9023 Nawassa Dr, 73130	CUSTOM CONCRETE SERVICES OF OK	B-23-2637	\$0.00
9/15/23	2225 S HIWASSEE RD, 73020	AM CONSTRUCTION LLC	B-23-2649	\$0.00
9/20/23	825 WOODLAND DR, 73130	A & E CONST AND FLOORING	B-23-2724	\$0.00
				<b>\$0.00</b>

**Res Fence Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/12/23	10107 ST PATRICK DR, 73130	CLAREBEL BARRON	B-23-2431	\$7,000.00
9/14/23	2801 BELLA VISTA, 73110	Joel Simmons	B-23-2527	\$1,000.00
				<b>\$8,000.00</b>

**Res Patio Cover Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
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9/7/23 4404 MEADOWPARK DR, 73110 NOONER, BERVIN B-23-2519 \$2,750.00

**\$2,750.00**

**Res Roofing Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/1/23	401 ATKINSON DR, 73110	MCROOF US	B-23-2514	\$20,000.00
9/6/23	3017 ROBIN RD, 73110	MCCANNS ROOFING & CONST	B-23-2541	\$24,000.00
9/7/23	640 MORAINA AVE, 73130	OKLAHOMA ROOFING & CONSTR LLC	B-23-2550	\$8,000.00
9/8/23	517 E NORTHRUP DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2553	\$5,700.00
9/8/23	2002 OAKWOOD EAST BLVD, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2554	\$12,000.00
9/8/23	1422 MAPLE DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2555	\$31,000.00
9/8/23	10408 SE 12TH ST, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2556	\$9,500.00
9/13/23	1700 STRAWBERRY HILL, 73130	M2 CONSTRUCTION & MNGMT LLC	B-23-2600	\$18,800.00
9/13/23	10621 SONGBIRD LN, 73130	SYCAMORE ROOFING LLC	B-23-2540	\$12,000.00
9/14/23	3509 N IDYLWILD DR, 73110	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2645	\$11,000.00
9/14/23	10624 SONGBIRD LN, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2646	\$27,000.00
9/15/23	9105 N TIMBERVIEW DR, 73130	LANES ROOFING & CONSTRUCTION	B-23-2650	\$17,000.00
9/18/23	10128 SE 14TH ST, 73130	HICKS ROOFING & CONSTRUCTION LLC	B-23-2656	\$11,200.00
9/20/23	1340 E TIMBERVIEW DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2726	\$17,000.00
9/20/23	1409 NOTTOWAY DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2727	\$13,000.00
9/25/23	209 W MIMOSA DR, 73110	MASTERS TOUCH INC	B-23-2753	\$10,000.00
9/25/23	111 WINDSOR WAY, 73110	PRIDE HOMES CONSTRUCTION LLC	B-23-2757	\$6,800.00
9/27/23	1615 MORNING MIST, 73020	777 ROOFING & CONSTRUCTION LLC	B-23-2785	\$36,000.00
9/28/23	1100 WHISPERING OAK DR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2797	\$47,000.00
9/28/23	1300 GRAND MANOR, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2798	\$14,000.00
9/28/23	9401 PEAR ST, 73130	PARKER BROTHERS CONSTRUCTION & ROOFING INC	B-23-2799	\$15,000.00
9/29/23	1816 LULLABY LN, 73130	LAND ENTERPRISES LLC	B-23-2814	\$10,000.00
9/29/23	10601 STRAWBERRY HILL, 73130	LANES ROOFING & CONSTRUCTION	B-23-2816	\$17,000.00

**\$393,000.00**

**Res Single-Fam Addition Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
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9/13/23 8709 NE 10TH ST, 73110 Jaime Delgado martinez B-23-2501 \$25,000.00

**\$25,000.00**

**Res Single-Fam New Const Bldg Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/8/23	4108 N SHADYBROOK DR, MIDWEST CITY, OK, 0	Leslie Wood	B-23-0209	\$100,000.00
9/15/23	3800 ROSEWOOD CT, 73110	Aaron McRee	B-23-2524	\$135,000.00

**\$235,000.00**

**Res Single-Fam Remodel Building Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/6/23	11626 MARK ST, 73130	Kevin Leeper	B-23-2132	\$16,000.00
9/7/23	213 STONE RIDGE LN, MWC, OK, 73130	Shawn Harmon AVVIO	B-23-2457	\$43,450.00
9/12/23	9129 BROOKWOOD DR, MWC, OK, 73130	Kathryn Young	B-23-1239	\$0.00
9/13/23	3510 WOODVALE DR, MWC, OK, 73110	Vyvue LLC/Leonard Tobin	B-23-2529	\$46,187.36
9/18/23	10718 E RENO AVE, 73130	Jamison Meppelink	B-23-2518	\$130,000.00
9/18/23	10600 KRISTIE LN, 73130	Leonard Tobin VYVUE	B-23-2595	\$46,187.36
9/18/23	513 COUNTRY CLUB TER, MWC, OK, 73110	Leonard Tobin VYVUE	B-23-2588	\$18,651.42
9/18/23	10501 TURTLE BACK DR, 73130	Leonard Tobin VYVUE	B-23-2585	\$23,333.33
9/18/23	1105 HAWTHORNE DR, MWC, OK, 73110	Leonard Tobin VYVUE	B-23-2583	\$33,102.39
9/20/23	1325 GRAND MANOR, 73130	Ryan Rutherford	B-23-2592	\$10,000.00
9/20/23	9808 MARK TRAIL, MWC, OK, 73141	Sarah Blomquist, AVVIO	B-23-2557	\$31,257.00
9/20/23	222 W MICHAEL DR, MIDWEST CITY, OK, 0	Shawn Harmon AVVIO	B-23-2575	\$28,054.00
9/20/23	1309 SEAN CT, MWC, OK, 73110	Jamie Montgomery	B-23-2242	\$25,000.00
9/21/23	501 HIGHLAND AVE, 73110	Jeremy Hall	B-23-2534	\$45,000.00
9/26/23	629 BRIARWOOD DR, MWC, OK, 73130	Sina Redin, MY ROOF	B-23-2668	\$20,560.00
9/28/23	111 WINDSOR WAY, MWC, OK, 73110	Smokey Warren	B-23-2744	\$21,000.00
9/28/23	908 JUNIPER AVE, MWC, OK, 73130	Jerry L Johnson	B-23-2683	\$10,000.00
9/28/23	9205 APPLE DR, 73130	Bryson Jeffs	B-23-2027	\$51,680.00

**\$599,462.86**

**Res Storm Shelter Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
9/6/23	939 CHOCTAW RIDGE RD, MIDWEST CITY, OK, 73130	Carl Hojnacki	B-23-1148	\$5,875.00

**\$5,875.00**

**Grand Total: \$1,610,869.68**



100 N Midwest Boulevard - Midwest City, OK 73110

**Inspections Summary - Inspected 9/1/2023 to 9/30/2023**

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	6
Building/Electrical General Inspection	12
Buildings - CO Inspection & Sign Off	11
Buildings - CO Reinspection & Sign Off	13
Com Building Final Inspection	7
Com Drainage 1 Inspection	1
Com Drainage2 Inspection	1
Com Drainage3 Inspection	1
Com Drainage4 Inspection	1
Com Drainage4 Reinspection	1
Com Drainage5 Inspection	1
Com Driveway Inspection	2
Com Duct Smoke Detector Test/Inspection (Building)	2
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	2
Com Electrical Ceiling Inspection	4
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	3
Com Electrical Ground Inspection	1
Com Electrical Pool Bonding Inspection	1
Com Electrical Rough-in Inspection	1
Com Electrical Service Inspection	3
Com Electrical Service Reinspection	1
Com Electrical Wall Inspection	2
Com Fire Alarm Final Inspection	1
Com Fire Sprinkler Final Inspection	1
Com Footing & Building Setback Inspection	3
Com Framing Inspection	2
Com Framing Reinspection	1
Com Gas Piping Inspection	2
Com Grease Trap Rough Inspection (Building)	1
Com Grease Trap Rough Inspection (Line Maintenance)	1
Com Hood Suppression Inspection	1
Com Light Test Inspection	1
Com Mechanical Ceiling Inspection	1
Com Mechanical Final Inspection	1
Com Mechanical Rough-in Inspection	1
Com Plumbing Final Inspection	2
Com Plumbing Ground Inspection	2
Com Plumbing Ground Reinspection	3
Com Plumbing Rough-in Inspection	4
Com Plumbing Rough-in Reinspection	1
Com Retaining Wall Final Inspection	1
Com Sewer Service Inspection	2
Com Temporary Electrical Pole Inspection	3
Com Temporary Electrical Pole Reinspection	8

Com Vent Hood Final Inspection (Building)	1
Com Vent Hood Final Inspection (Fire Marshal)	1
Com Vent Hood Final Reinspection (Building)	1
Com Water Service Line Inspection	3
County Health - CO Inspection & Sign Off	10
Electrical Generator Inspection	6
Electrical Generator Reinspection	1
Fire - CO Inspection & Sign Off	11
Fire - CO Reinspection & Sign Off	6
Fire Marshal General Inspection	6
General Inspection	14
Hot Water Tank Inspection	16
Hot Water Tank Reinspection	1
Irrigation System Inspection	2
Line Maintenance General Inspection	1
Mechanical Change Out Inspection	18
Mechanical Change Out Reinspection	5
Planning - CO Inspection & Sign Off	19
Planning - CO Reinspection & Sign Off	3
Planning General Inspection	2
Plumbing/Mechanical General Inspection	5
Pre-Con Site Inspection/Meeting	4
Res Building Final Inspection	14
Res Building Final Reinspection	1
Res Drainage1 Inspection	6
Res Drainage2 Inspection	3
Res Drainage3 Inspection	4
Res Drainage3 Reinspection	6
Res Drainage4 Inspection	4
Res Drainage4 Reinspection	4
Res Drainage5 Inspection	10
Res Driveway Inspection	3
Res Electrical Final Inspection	22
Res Electrical Final Reinspection	8
Res Electrical Ground Inspection	1
Res Electrical Rough-in Inspection	6
Res Electrical Rough-in Reinspection	7
Res Electrical Service Inspection	29
Res Electrical Service Reinspection	11
Res Fence Inspection	1
Res Footing & Building Setback Inspection	6
Res Footing & Building Setback Reinspection	1
Res Framing Inspection	4
Res Framing Reinspection	1
Res Gas Meter Inspection	3
Res Gas Meter Reinspection	1
Res Gas Piping Inspection	15
Res Gas Piping Reinspection	5
Res Insulation Inspection	5
Res Insulation Reinspection	1
Res Mechanical Final Inspection	8
Res Mechanical Final Reinspection	5
Res Mechanical Rough-in Inspection	9
Res Mechanical Rough-in Reinspection	1
Res Miscellaneous Mechanical Inspection	1
Res Patio Cover Inspection	2
Res Plumbing Final Inspection	14



Res Plumbing Final Reinspection	13
Res Plumbing Ground Inspection	4
Res Plumbing Rough-in Inspection	8
Res Plumbing Rough-in Reinspection	1
Res Retaining Wall Final Inspection	1
Res Retaining Wall Inspection	1
Res Roofing Inspection	16
Res Sewer Service Inspection	7
Res Storm Shelter Inspection	2
Res Temporary Electrical Pole Inspection	2
Res Termite Inspection	3
Res Water Service Line Inspection	7
Residential Meter Tap Inspection	8
Sewer Cap Inspection	1
Sign Inspection	4
Utilities - CO Inspection & Sign Off	11
<hr/>	
Total Number of Inspections:	568



## MUNICIPAL AUTHORITY AGENDA

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

November 14, 2023 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration and possible action to approve the October 24, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Water Fund, revenue /Transfers In (42) \$1,300,000; expenditures/Water (42) \$1,300,000. Wastewater Fund, revenue/Transfers In (43) \$375,000; expenditures/Wastewater (43) \$375,000. Stormwater Fund, revenue/Transfers In (61) \$325,000; expenditures/Stormwater (61) \$325,000. Water Fund, expenditures/Water (42) \$300,000. Wastewater Fund, expenditures/Wastewater (43) \$375,000. (Finance - T. Cromar)
3. Discussion, consideration, and possible action of awarding the bid to and approving a professional services contract with Howard Construction, Inc., in the amount of \$169,000.00 to drain and clean the West Reactors of the Moving Bed Biofilm Reactor and install WavTex™ at the Water Resource Recovery Facility. (Public Works - R. Streets)

C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. 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.

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.midwestcityok.org](http://www.midwestcityok.org)).

## Midwest City Municipal Authority Minutes

October 24, 2023

This meeting was held in the Midwest City Council Chamber at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:02 PM with following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

CONSENT AGENDA. Reed made a motion to approve the consent agenda, seconded by Favors. Voting aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion carried.

1. Discussion, consideration and possible action to approve the September 26, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Wastewater Fund, expenditures/Wastewater (43) \$12,000. Sanitation Fund, expenditures/Sanitation (41) \$5,765.
3. Discussion, consideration, and possible action of approving a retail water sales agreement with Oklahoma County Utility Services Authority to provide potable water to approximately thirty-five (35) customers in the Crutcho Public Water Supply System.

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

### FURTHER INFORMATION.

1. Review of the monthly report on the current financial condition of the Delta Hotel at the Reed Center for the period ending September 30, 2023.

### ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:02 PM.

ATTEST:

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

\_\_\_\_\_  
SARA HANCOCK, Secretary



**Finance Department**

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

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: November 14, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2023-2024, increase: Water Fund, revenue/Transfers In (42) \$1,300,000; expenditures/Water (42) \$1,300,000. Wastewater Fund, revenue/Transfers In (43) \$375,000; expenditures/Wastewater (43) \$375,000. Stormwater Fund, revenue/Transfers In (61) \$325,000; expenditures/Stormwater (61) \$325,000. Water Fund, expenditures/Water (42) \$300,000. Wastewater Fund, expenditures/Wastewater (43) \$375,000.

The first supplement is needed to budget transfer in of ARPA Grant revenue from Grants Fund and expenses related to Water Master Plan Project and Northside Water Improvement Project. The second supplement is needed to budget transfer in of ARPA revenue from Grants Fund and expenses related to Wastewater Master Plan Project. The third supplement is needed to budget transfer in of ARPA Grant revenue from Grants Fund and expenses related to Stormwater Master Plan Project. The fourth supplement is needed to budget matching expenses for Water Master Plan Project. The fifth supplement is needed to budget matching expenses for Wastewater Master Plan Project.

*Tiatia Cromar*

Tiatia Cromar  
Finance Director

## SUPPLEMENTS

**November 14, 2023**

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Transfers In	1,300,000			
42	Water			1,300,000	
		<u>1,300,000</u>	<u>0</u>	<u>1,300,000</u>	<u>0</u>

**Explanation:**  
To budget transfer in of ARPA Grant revenue from Grants Fund and expenses related to Water Master Plan Project (\$300,000) and Northside Water Improvement Project (\$1,000,000).

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Transfers In	375,000			
43	Wastewater			375,000	
		<u>375,000</u>	<u>0</u>	<u>375,000</u>	<u>0</u>

**Explanation:**  
To budget transfer in of ARPA Grant revenue from Grants Fund and expenses related to Wastewater Master Plan Project.

Fund STORMWATER (061)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
61	Transfers In	325,000			
61	Stormwater			325,000	
		<u>325,000</u>	<u>0</u>	<u>325,000</u>	<u>0</u>

**Explanation:**  
To budget transfer in of ARPA Grant revenue from Grants Fund and expenses related to Stormwater Master Plan Project.

## SUPPLEMENTS

**November 14, 2023**

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
42	Water			300,000	
		<u>0</u>	<u>0</u>	<u>300,000</u>	<u>0</u>
<b>Explanation:</b> To budget matching expense for Water Master Plan Projects. Funding to come from fund balance.					

Fund WASTEWATER (192)		BUDGET AMENDMENT FORM Fiscal Year 2023-2024			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
43	Wastewater			375,000	
		<u>0</u>	<u>0</u>	<u>375,000</u>	<u>0</u>
<b>Explanation:</b> To budget matching expense for Wastewater Master Plan Project. Funding to come from fund balance.					



**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

**Assistant Public Works Director**  
[cevenson@midwestcityok.org](mailto:cevenson@midwestcityok.org)  
(405) 739-1062

[www.midwestcityok.org](http://www.midwestcityok.org)

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: November 14, 2023

Subject: Discussion, consideration, and possible action of awarding the bid to and approving a professional services contract with Howard Construction, Inc., in the amount of \$169,000.00 to drain and clean the West Reactors of the Moving Bed Biofilm Reactor and install WavTex™ at the Water Resource Recovery Facility.

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Over the past several years, the WRRF has been experiencing media loss and reduced treatment process performance in the Moving Bed Biofilm Reactor (MBBR). On May 23, 2022, the City of Midwest City (City) and Garver, LLC, (Garver) entered into an agreement for professional services to evaluate the MBBR media and process performance issues. Upon evaluation, Garver has identified media degradation and loss as well as snail predation as significant factors leading to a decline in the treatment capability of the MBBR. They recommended that the City redistribute existing media, purchase supplemental media, and pilot an alternative fabric media (WavTex™) to improve performance. In preparation for installation of the WavTex™ system, the West Reactors of the MBBR must be drained, cleaned, and inspected.

The attached contract is for services associated with draining and cleaning the West Reactors of the Moving Bed Biofilm Reactor (MBBR) at the Water Resource Recovery Facility (WRRF). The bid opening occurred on October 24, 2023, for the above referenced project. One bid was received from Howard Construction, Inc. The total amount of the bid is \$169,000.00, which includes both a labor, material and equipment cost for draining and cleaning the West Reactors of the MBBR in the amount of \$107,000.00 and a labor, material and equipment cost for installing the pilot media in the amount of \$62,000.00. Staff recommends award of the bid to Howard Construction, Inc., which submitted the lowest and best bid that met specifications, in the amount of \$169,000.00.

The contract and bid tabulations are attached. Funds for this project are being appropriated in a separate agenda item in fund # 186.

Respectfully,

R. Paul Streets  
Public Works Director

Attachment

Moving Bed Bioreactor (MBBR) Cleaning and Media Installation

BID TAB

10/24/23

**VENDOR**

**BID AMOUNT**

Howard Construction, Inc.

\$169,000

*\*Only 1 Bid Received*



**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Howard Construction, Inc.**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into by and among The Midwest City Municipal Authority, a public trust created pursuant to Oklahoma State Law for the benefit of Midwest City (hereinafter referred to as “**Authority**”), and Howard Construction, Inc., (hereinafter referred to as “**Service Provider**”) (**Authority**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

**WITNESSETH:**

**WHEREAS**, **Authority** is in need of the following professional services to drain and clean the West Reactors of the Moving Bed Biofilm Reactor (MBBR) and install two WavTex modules; and

**WHEREAS**, **Service Provider** is in the business of providing professional services that is needed by the **Authority**; and

**WHEREAS**, the **Authority** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **Authority** the requested professional services; and

**WHEREAS**, **Authority** hereby retains **Service Provider** to provide professional services as an independent contractor; and

**WHEREAS**, **Service Provider** agrees to provide the **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **Authority** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in this Agreement.

**NOW, THEREFORE**, for and in consideration of the above premises and mutual covenants as set forth herein, the **Authority**, and **Service Provider** hereby agree as follows:

**1. Services, Products, Solutions and Deliverables**

Subject to the terms and conditions of this Agreement, the Authority retains the Service Provider as an independent contractor, to provide **Authority** all services, in accordance with the standards exercised by experts in the field, necessary to provide the Authority

**PROFESSIONAL SERVICES AGREEMENT**  
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services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The Authority shall meet with Service Provider to identify service needs on a project by project basis. Service Provider will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The Authority may issue a purchase order for the identified services accompanied by Service Provider’s written proposal. Upon issuance of the purchase order, the Service Provider shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the Service Provider will issue an invoice to the Authority and, upon approval of the invoice, the Authority will pay the invoice. Upon completion of each Project and provision to the Authority of all Deliverables for that Project and payment of the invoice for that Project to the Service Provider, the Authority shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by Service Provider to the Authority. 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 Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the Authority and the Service Provider with respect to the services, products, solutions and deliverables to be provided by the Service 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

**PROFESSIONAL SERVICES AGREEMENT**  
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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” (“Scope of Services”)
- Attachment “B” (“Schedule of Fees / Rate Card”),
- Attachment “C” (“**Service Provider’s Team**”),
- Attachment “D” (“Insurance”).

**2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES**

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. **Service Provider** will be solely responsible to ensure the **Service Provider’s Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **Authority’s** goals and purposes. Service Provider will be solely responsible to ensure the **Service Provider’s Team**, specifically assigned to work on the Project for the Authority, is adequately trained, instructed, and managed so that **Service Provider** timely provides each Project task and satisfies the **Service Provider’s** obligations under this Agreement. The **Service Provider** may not change the **Service Provider’s Team**, for the services to be provided as set forth on Attachment “C” (“**Service Provider’s Team**”) without the prior written consent of the **Authority**.

**PROFESSIONAL SERVICES AGREEMENT**  
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C. **Service 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**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **Authority**.

**3. CONSIDERATION**

A. The **Authority** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in Attachment “B” (“Schedule of Fees / Rate Card”).

B. The **Authority** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

**4. INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **Authority** in performing the duties in this Agreement.

1. 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 contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

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B. The **Authority** shall 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 **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider's Team**, assigned to work on the Project for the **Authority** are not employees of the **Authority**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **Authority**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **Authority** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **Authority** or its employees.

**5. TERM, TERMINATION AND STOP WORK**

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **Authority** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **Authority**.

1. Upon receipt of a notice of termination for *convenience* from the **Authority**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **Authority** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same



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are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **Authority**, the **Authority** shall pay **Service Provider** for completed Projects and Deliverables 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**.

3. Upon notice of termination for *cause* from the **Authority**, the **Service 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 **Service Provider** shall release and waive any interest in any retainage. The **Authority** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **Authority** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **Authority** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **Authority** 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 **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **Authority** may issue a stop work order suspending any Projects, 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 **Service Provider** under

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this **Agreement**. In the event the **Authority** issues a stop work order to **Service Provider**, the **Authority** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **Authority**, the **Service Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **Authority** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **Authority**, without cause and without cost to the **Authority**; provided however, the **Service 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.

**D. Obligation upon Termination for Convenience.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **Authority** shall pay **Service 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 **Authority** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **Authority**.

2. Upon termination for *convenience* of the Project and the providing to the **Authority** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **Authority** shall own all rights and license for the Deliverables and other work products related to that Project.

**6. WARRANTIES**

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all

**PROFESSIONAL SERVICES AGREEMENT**  
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members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

B. During the term of this **Agreement**, the **Authority's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **Authority**. If the **Services Provider** cannot perform the work, services, and activities 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 **Authority** shall be entitled to recover, should the **Authority** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **Authority**. Should the **Service Provider** fail to reimburse the **Authority** within thirty (30) calendar days of demand, the **Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service 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.

## 7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **Authority** from claims for bodily injury (*including death*) and or

Professional Services Agreement with Howard Construction, Inc.



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property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **Authority** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **Authority** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **Authority** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **Authority** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination,

**PROFESSIONAL SERVICES AGREEMENT**  
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or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **Authority** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

**8. INDEMNIFICATION**

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **Authority** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **Authority** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **Authority**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **Authority** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. 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**.

**9. CONFIDENTIALITY**

**Service Provider** acknowledges that in the course of training and providing other services to the **Authority**, the **Authority** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **Authority's** employees, customers, marketing strategies, business processes and

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**MIDWEST CITY MUNICIPAL AUTHORITY**

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strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **Authority**, shall disclose to any person, other than to the **Authority**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

**10. NOTICES**

A. Notices and other communications to the **Authority** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Midwest City Municipal Authority, Secretary for the Authority  
100 N. Midwest Boulevard  
Midwest City, OK 73110

AND

Midwest City Municipal Authority,  
c/o City of Midwest City Public Works Authority  
Attention: Director of Public Works  
100 N. Midwest Boulevard  
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

\_\_\_\_\_  
Michael Howard  
\_\_\_\_\_  
Howard Construction, Inc.  
\_\_\_\_\_  
P.O. Box 1685  
\_\_\_\_\_  
Ardmore, OK 73402

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Howard Construction, Inc.**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

**11. ABIDES BY LAW**

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **Authority**, and all laws and regulations of the State of Oklahoma and the United States of America ("Laws"), applicable to **Service Provider's** activities. **Service Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

**12. ASSIGNMENT AND SUBLEASE**

**Service Provider** may not assign or sublease its interest under this **Agreement** without the prior written consent of the **Authority**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **Authority**. The **Authority** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **Authority**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **Authority** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

**13. COMPLETE AGREEMENT AND AMENDMENT**

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Howard Construction, Inc.**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

**14. TIME OF ESSENCE**

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

**15. MULTIPLE ORIGINALS**

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

**16. ANTI-COLLUSION**

**Service Provider** agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **Authority** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **Authority**, either directly or indirectly, in procuring and execution of this **Agreement**.

**17. BREACH AND DEFAULT**

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in



**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Howard Construction, Inc.**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **Authority** breach this **Agreement**, **Service Provider** may only recover that proportion of services provided prior to the breach. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

**18. THIRD PARTY BENEFICIARIES**

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Service Provider** and the **Authority**, and none of the provisions hereof are intended to benefit any third parties.

**19. VENUE AND CHOICE OF LAW**

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

**20. DISPUTE RESOLUTION**

Either **Party** may commence the dispute resolution process pursuant to this provision, by providing the other **Party** written notice of the dispute between the **Parties** concerning any term of this **Agreement** or attachment hereto. The notice shall contain:

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Howard Construction, Inc.**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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Within ten (10) days of receipt of the notice, the other **Party** shall respond with

- (i) a statement setting forth the position of the party giving such notice and a summary of arguments supporting such position and
- (ii) the name and title of **Party** Representative and any other Persons who will accompany the Representative at the meeting at which the parties will attempt to settle the Dispute.

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation. Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

**21. 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.

**22. NO WAIVER**

The failure or neglect of either of the **Parties** 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.

**23. 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 **Authority** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **Authority** through a purchase order.

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Howard Construction, Inc.**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

---

**24. AMENDMENT**

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **Authority** hereby delegates to the Authority Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

**25. EFFECTIVE DATE**

The Effective Date of this **Agreement** is the date approved by the **Authority** as the last party hereto.

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**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Howard Construction, Inc.**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Agreement on the dates set forth below.

**Service Provider:**

Howard Construction, Inc.

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

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

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

***[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]***

**PROFESSIONAL SERVICES AGREEMENT**  
**between**  
**Howard Construction, Inc.**  
**And**  
**MIDWEST CITY MUNICIPAL AUTHORITY**

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**APPROVED** by the Trustees and **SIGNED** by the Chairman for the Midwest City Municipal Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**MIDWEST CITY MUNICIPAL AUTHORITY**

\_\_\_\_\_  
**MAYOR/CHAIRMAN**

\_\_\_\_\_  
SARA HANCOCK, SECRETARY

**REVIEWED** for form and legality.

\_\_\_\_\_  
DONALD D. MAISCH, AUTHORITY ATTORNEY

## **Attachment A: Scope of Services**

### **MOVING BED BIOREACTOR (MBBR) TASKS TO BE PERFORMED**

#### **GENERAL:**

The purpose of these specifications is to qualify and describe the work to be performed at the Moving Bed Bioreactor (MBBR) for the Midwest City Municipal Authority.

#### **Bid Package:**

1. All bid submittal documents shall be submitted as a single package in a sealed envelope.
2. All bid packages must include a non-collusion affidavit, contractor certification, a fully completed bid form (see page 4 of this document), and the following information:
  - A. A proposed schedule of the executed work with respect to the major tasks outlined in the Summary of Work
  - B. A list of at least three current, domestic wastewater facilities where previous work has been performed, including contact information.
3. Submittals which do not have all of the information required for evaluation will not be reviewed or considered.

#### **Method of Payment:**

Contractor to submit monthly pay applications detailing percentage of the work that has been completed.

**Summary of Work:**

- A. Work of the Project includes cleaning the West Reactors and installing two WavTex modules. More specifically, the Work includes, but is not limited to, the following:
  - 1. Basin Drainage and Cleaning
    - a. Contractor shall pump down the content of the West Reactors (1-6) using a Contractor provided pump to one (1) foot above the tank floor. Contractor shall pump the content into the East Reactors. Pumping rate shall not exceed 750 gpm.
    - b. Contractor shall remove all remaining liquid and solid material from the West Reactors (1-6) and pump it into the adjacent sanitary sewer system detailed in Appendix A. Contractor shall document the depth of the solids in each reactor.
    - c. Contractor shall wash the walls, floors, and screens of the West Reactors with a firehose to remove attached solids. Screens should be completely free of detritus after cleaning, Contractor shall pressure wash or manually clean if necessary. Wash water shall be pumped to the manhole indicated in Appendix A at a rate not to exceed 750 gpm.
    - d. Contractor shall inspect and document, with photos, the condition of the screens separating the West Reactors.
  - 2. Pilot WavTex Module System
    - a. Contractor shall provide aeration piping, fittings, and supports shown in Appendix B and Appendix C for a complete installation of the pilot equipment as detailed in Appendices B, and C.
    - b. Contractor shall install Owner provided pilot modules per manufacturers recommendations (Appendix C) in West Reactors No. 2 and No. 3 and connect them to existing air piping.

**Attachments:**

Appendix A – Sanitary Sewer Manhole Location

Appendix B – Pilot Module and Aeration Piping Drawings

Appendix C – Entex General Contractor Support Document

**Submittals:**

1. The total quantity of pipe provided by the Contractor for aeration shall be detailed in a submittal and include the specific pipe material, pipe diameter, and length in linear feet. Also include any specifications or details on hardware used to connect piping sections.
2. The number of anchor bolts described in Appendix B. Including the specifications of anchor bolt/epoxy system for anchoring the WavTex Modules per Appendix C.
3. The number and location of piping supports to be used, as well as the anchor bolt information for piping supports.
4. Specifications of the pump(s) used to drain Western MBBR Zones and convey solids.

**Warranty:**

For the WavTex Media installation, provide a 1-year warranty against breakage or tearing during handling and installation of the WavTex.

**Location of Work to be performed:**

Midwest City Water Resources Recovery Facility, 7420 NE 36th St, Oklahoma City, OK 73141.

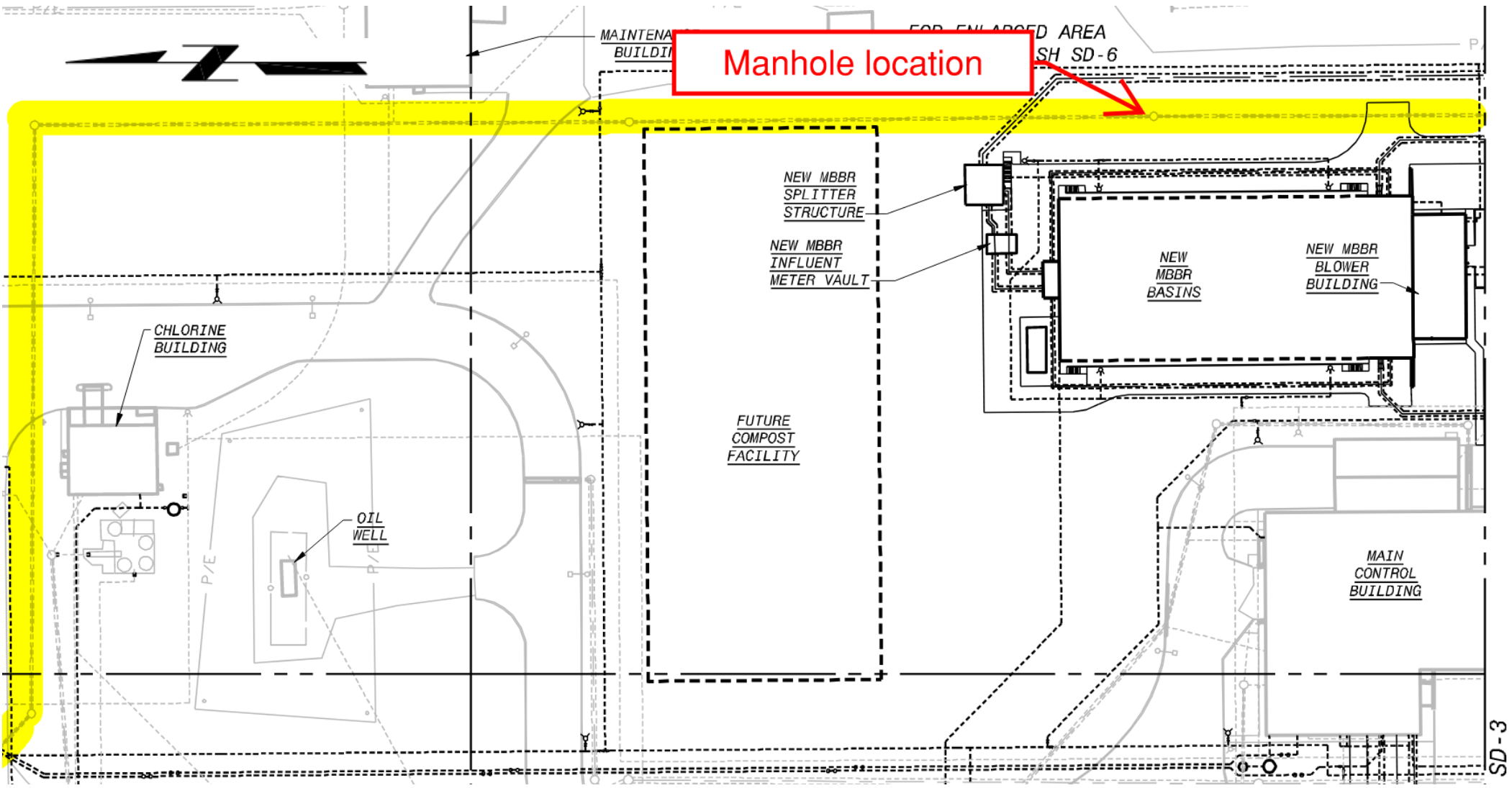
**Execution of Work to be Performed:**

Once awarded, mobilization and execution of the Work shall begin no later than 90 days from the notice to proceed. Work is to be performed as necessary, but regular working hours 7:00 am to 5:00 pm are preferred. Work is not to be performed on City recognized holidays. A list of the holidays is available upon request.

# APPENDIX [A]

## Sanitary Sewer Manhole Location

Appendix A - Sanitary Sewer Manhole Location



Manhole location

MAINTENANCE BUILDING

FOR ENLARGED AREA  
SH SD-6

NEW MBBR  
SPLITTER  
STRUCTURE

NEW MBBR  
INFLUENT  
METER VAULT

NEW MBBR  
BASINS

NEW MBBR  
BLOWER  
BUILDING

CHLORINE  
BUILDING

OIL  
WELL

FUTURE  
COMPOST  
FACILITY

MAIN  
CONTROL  
BUILDING

SD-3

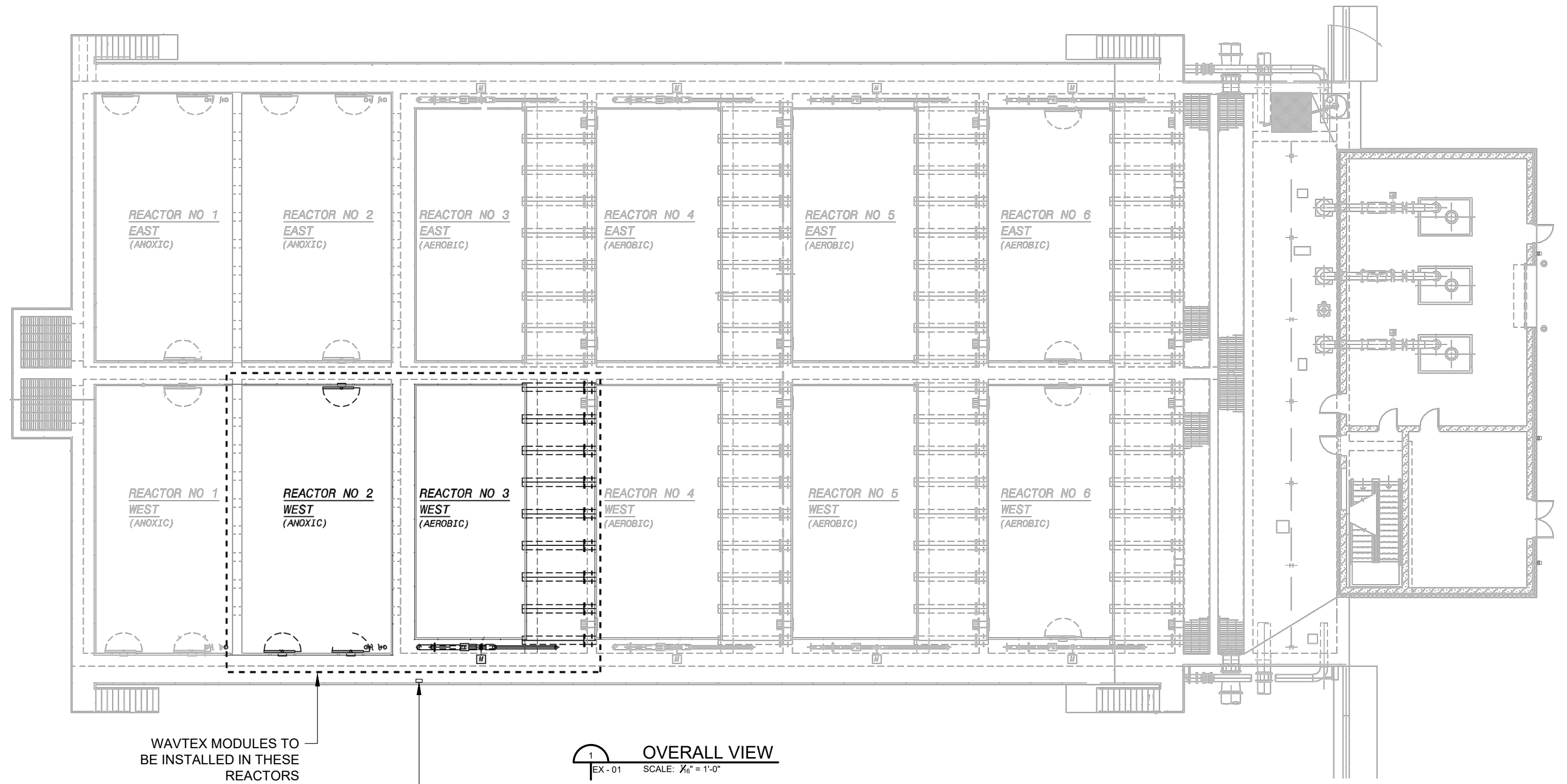
# APPENDIX [B]

## Pilot Module and Aeration Piping Drawings



**NOTES:**

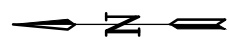
1. EXHIBITS SHOW GENERAL LAYOUT OF THE WORK ONLY, CONTRACTOR IS RESPONSIBLE FOR INSTALLING PILOT EQUIPMENT PER MANUFACTURERS RECOMMENDATIONS AND PROVIDING NECESSARY PIPING, FITTINGS, AND SUPPORTS TO PLACE PILOTS INTO OPERATION.



WAVTEX MODULES TO BE INSTALLED IN THESE REACTORS

REACTOR 2 LIGHTING PANEL

1 OVERALL VIEW  
EX - 01 SCALE: 1/16" = 1'-0"



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MIDWEST CITY, OK  
**MIDWEST CITY**  
**WWTP EVALUATION**

**OVERALL VIEW**

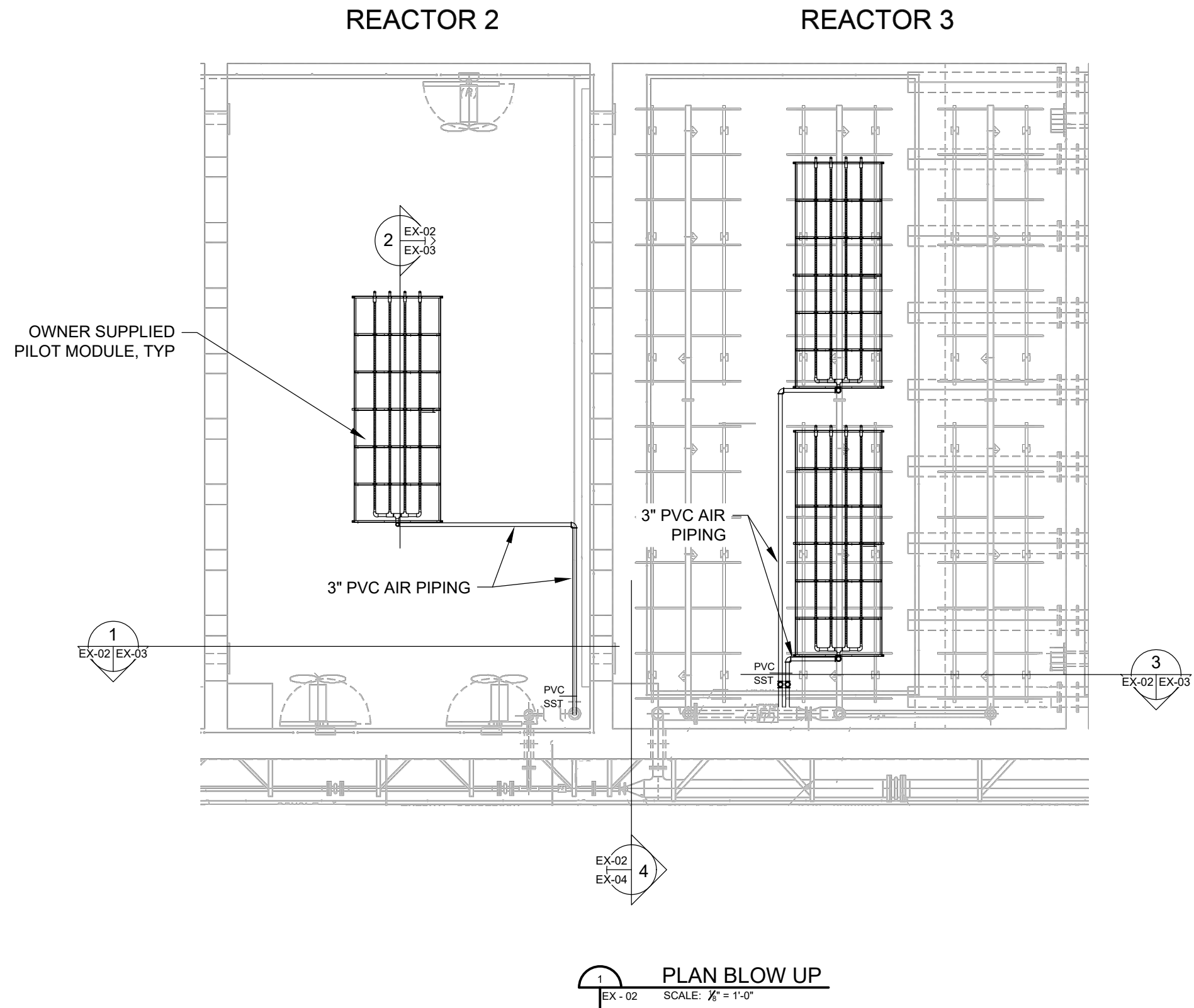
EXHIBIT NUMBER  
**EX - 01**



REV	DATE	DESCRIPTION	BY

NOTES:

1. CONTRACTOR SHALL INSTALL OWNER SUPPLIED PILOT MODULES IN REACTORS AND CONNECT TO EXISTING AIR PIPING.
2. ALL PIPE SUPPORTS, ANCHOR BOLTS, AND OTHER HARDWARE SHALL BE 304 SST.



1  
EX - 02  
**PLAN BLOW UP**  
SCALE: 1/8" = 1'-0"

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**MIDWEST CITY**  
**WWTP EVALUATION**

**ENLARGED PLAN**

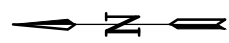
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**EX - 02**

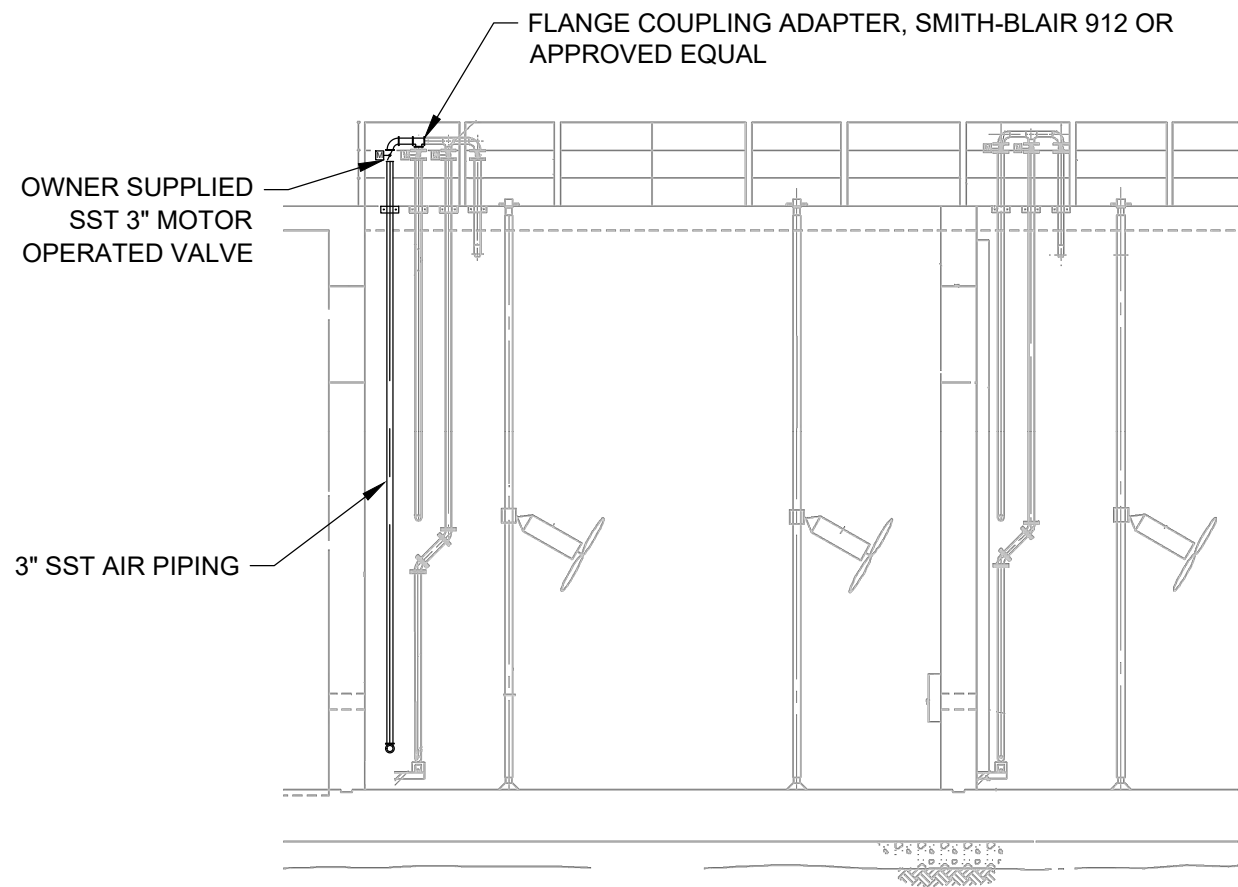


JOB NO.: 22W02170

DATE: 07/18/2023

REV	DATE	DESCRIPTION	BY

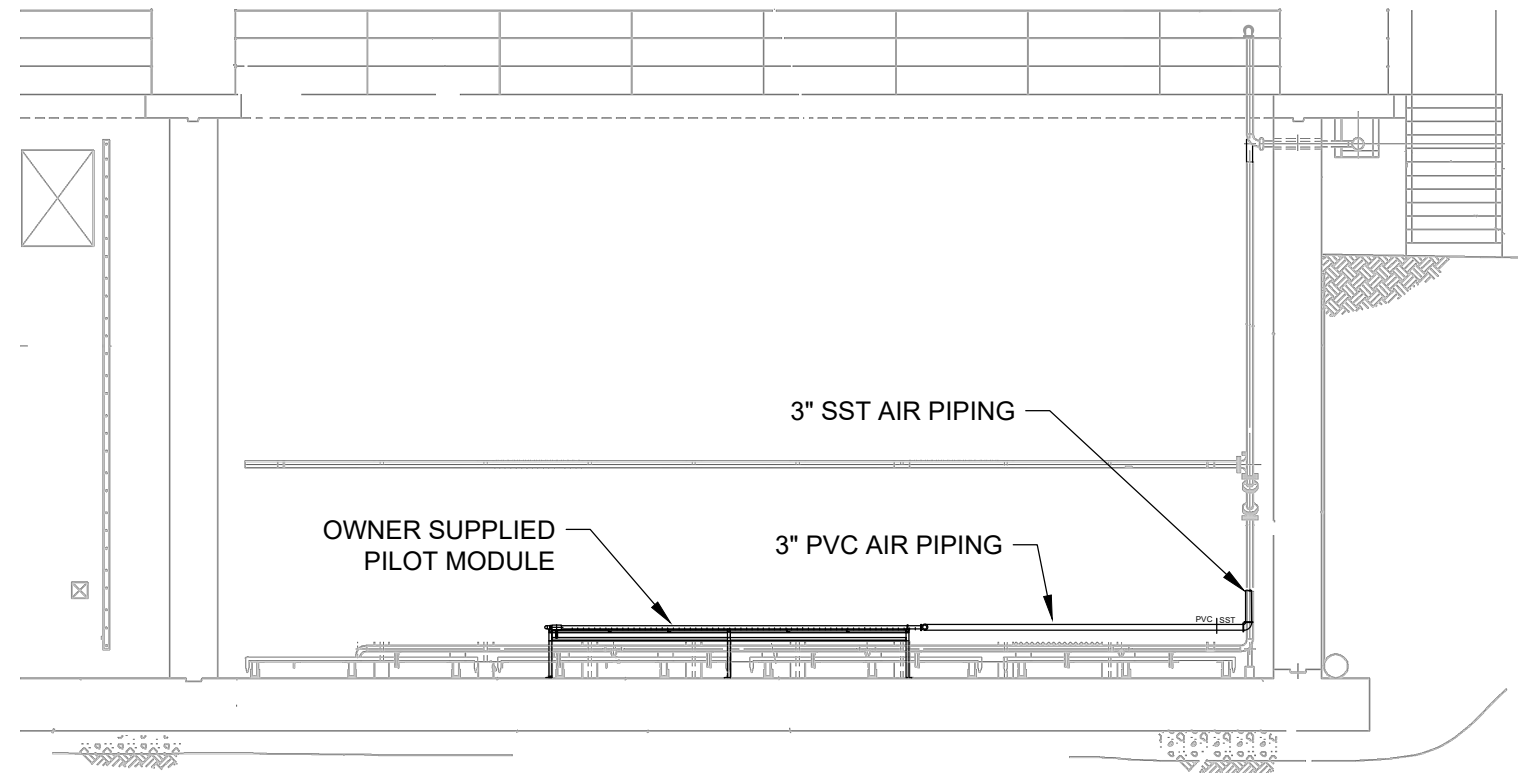




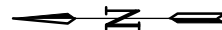
**NOTES:**

1. CONTRACTOR SHALL INSTALL OWNER SUPPLIED ENCLOSURE AND ELECTRICAL COMPONENTS AS SHOWN ON EX-05. POWER FROM REACTOR 2 WEST LIGHTING PANEL.
2. CONTRACTOR SHALL INSTALL AND SUPPORT AIR PIPING AS NECESSARY TO CONNECT TO EXISTING AIR PIPING.

1  
EX - 02 | EX - 03      SCALE: 1/8" = 1'-0"



2  
EX - 02 | EX - 03      SCALE: 1/8" = 1'-0"



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MIDWEST CITY, OK  
**MIDWEST CITY**  
**WWTP EVALUATION**

**REACTOR 2 SECTIONS**

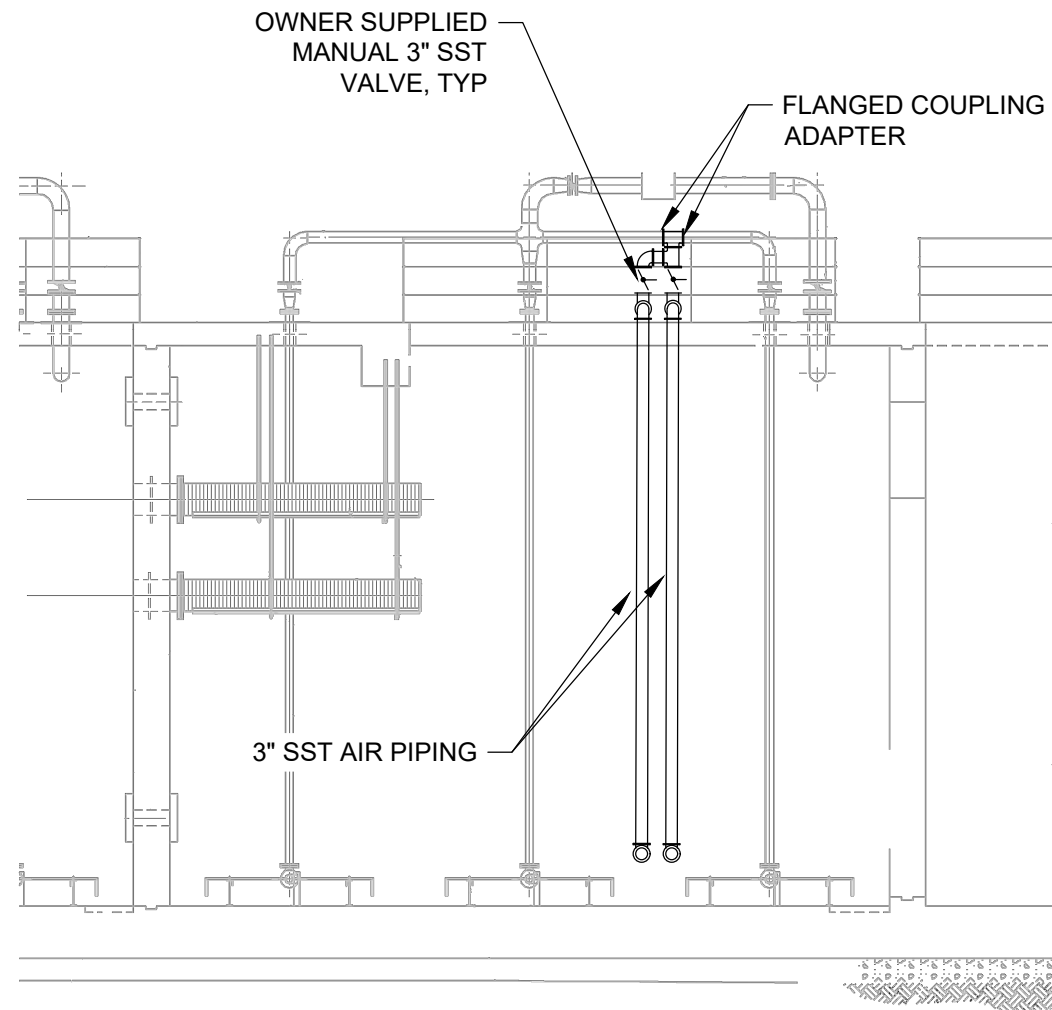
EXHIBIT NUMBER  
**EX - 03**

JOB NO.: 22W02170

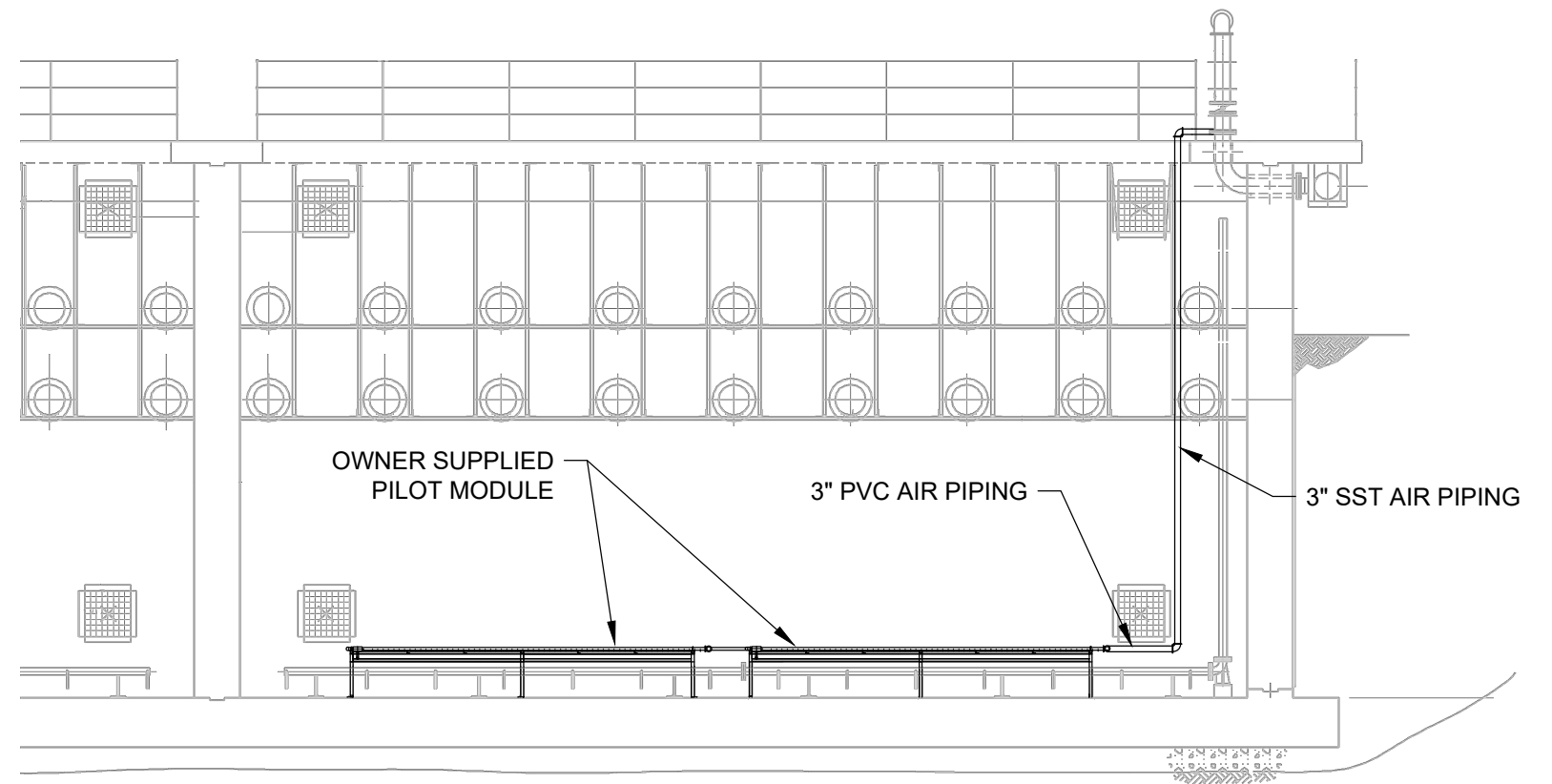
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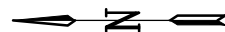
REV	DATE	DESCRIPTION	BY



3  
EX - 02 | EX - 04    SCALE: 1/8" = 1'-0"



4  
EX - 02 | EX - 04    SCALE: 1/8" = 1'-0"



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REACTOR 3 SECTIONS

EXHIBIT NUMBER  
EX - 04

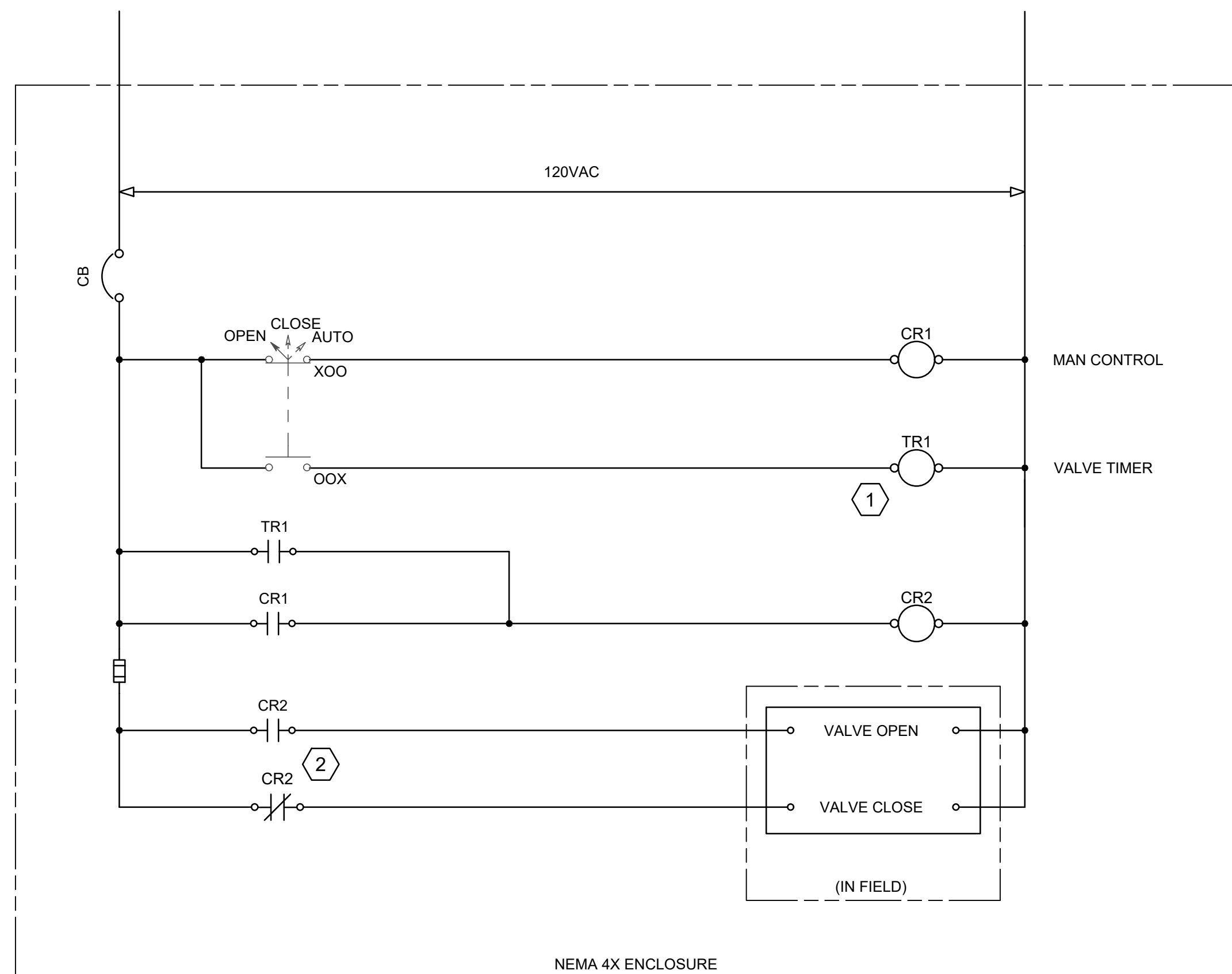


JOB NO.: 22W02170

DATE: 07/18/2023

REV	DATE	DESCRIPTION	BY

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 Last plotted by: Natalie Haynes, Plot Style: GVR Mono 11x17.ctb, Plot Scale: 1:1, Plot Date: 7/28/2023 1:39 PM, Printer used: DWG To PDF.pc3



**GENERAL NOTES:**

1. CONTRACTOR TO COORDINATE WITH OWNER FOR TIMER RELAY CONFIGURATION.
2. NEMA 4X ENCLOSURE AND ALL ELECTRICAL, WIRING, AND RELAYS TO BE PROVIDED BY CONTRACTOR.

**KEYED NOTES:**

- 1 PHOENIX CONTACT ETD-BL-2T-I-230(-PT)
- 2 RELAY CONTACTS SHALL HAVE A SUFFICIENT RATING TO ACCOMMODATE THE MAXIMUM CURRENT AND VOLTAGE SPECIFICATIONS OF THE VALVE ACTUATOR. REFER TO PROVIDED ACTUATOR'S SPECIFICATION AND POWER CONSUMPTION DATA FOR DETERMINING APPROPRIATE RELAY CONTACT RATING.

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**MIDWEST CITY**  
**WWTP EVALUATION**

**AERATION VALVE**  
**CONTROL PANEL**  
**SCHEMATIC**

REV	DATE	DESCRIPTION	BY
EXHIBIT NUMBER <b>EX - 05</b>			

JOB NO.: 22W02170

DATE: 06/28/2023

**GARVER**

# APPENDIX [C]

## Entex General Contractor Support Document



July 14, 2023

To: All Bidding Contractors

Sub: Midwest City WWTP: WavTex™ Pilot WavTex System

Thank you for the opportunity to present Entex Technologies WavTex IFAS System for the Midwest City (MWC) WWTP. This scope letter is intended to provide a general overview and equipment concept for the IFAS system and is intended to assist all general bidding contractors in bid preparation for this project. Equipment details will be finalized and approved by the Engineer during the submittal process. It is the responsibility of the contractor to provide all labor, materials, equipment, and incidentals to ensure conformance with the Engineer's specifications.

Entex will provide technical support for installation and inspection, functional and performance testing, start-up supervision, and training of owner's personnel (not to exceed a total of 5 man-days). Items not specifically addressed in this quotation are excluded from scope of supply. Please reference the following pages for additional equipment details.

Sincerely,

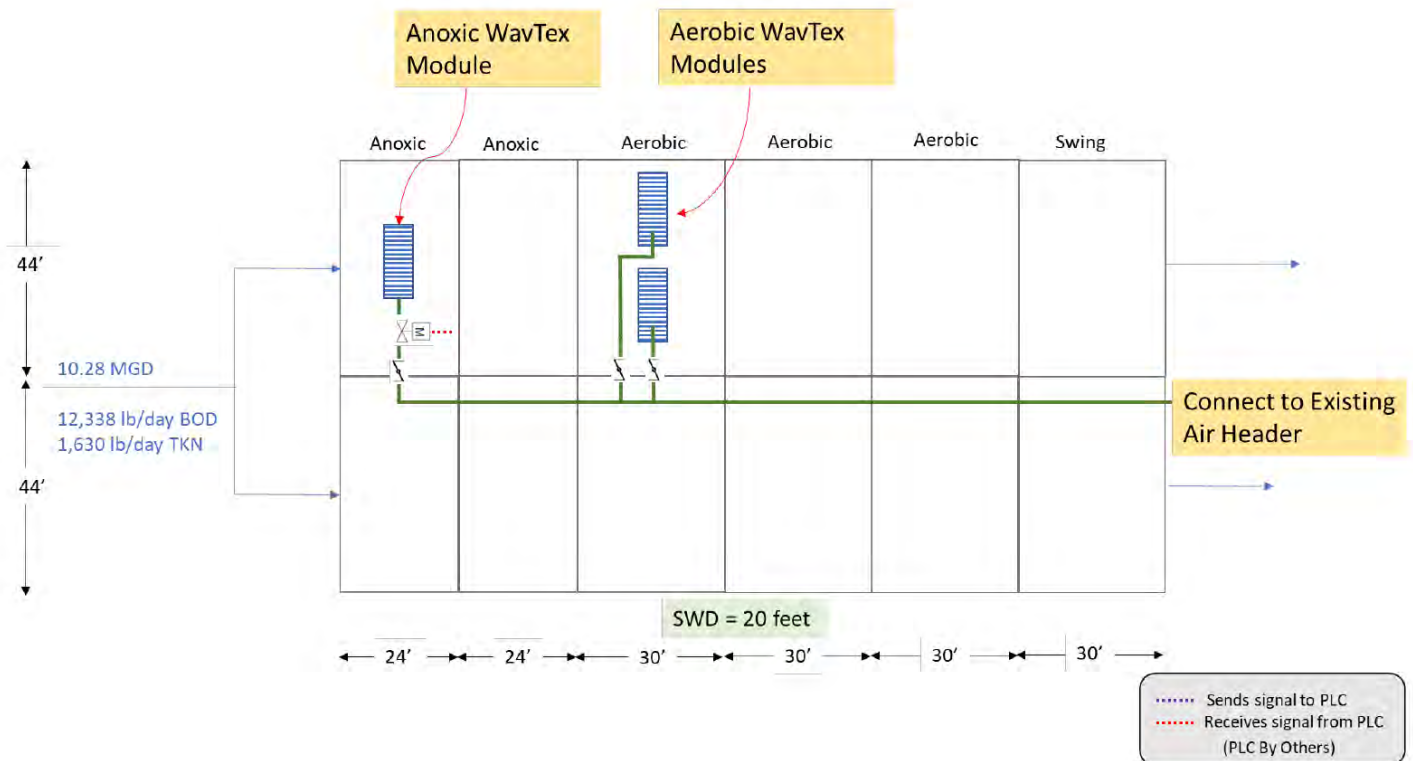
A handwritten signature in black ink that reads "Lauren Takitch". The signature is written in a cursive, flowing style.

*Lauren Takitch*  
*Project Manager*  
*Entex Technologies Inc*  
*(724) 953-2425*  
*lauren.takitch@entexinc.com*  
*www.entexinc.com*

**Overview:**

Unless otherwise specified herein, the IFAS system equipment, as provided by Entex, excludes anchor bolts, epoxy, glue, resin, controls, baffles, loading and unloading, storage, motor controls, site welding, site assembly, gaskets, interconnecting piping and valves, testing, penetrations or core drills, spare parts beyond those recommended, lubricants, independent inspection or testing, instrumentation, junction boxes, piping, fittings, valves, conduit, gauges, precast items, PE stamp, installation services, wiring, interconnecting cables, tanks, mixer support bridges or structures, sub-base plates, platforms, walkways, structural steel beam or channel supports, handrails, grating, motor controls or starters, hold down and installation hardware, field painting, and labor.

Entex’s WavTex system includes the design, manufacture, and supply for the following equipment further discussed in the following sections. The overall layout of equipment is depicted below. Three WavTex Modules will be installed in one of the two treatment trains. One will be installed in the first aerobic zone and two will be installed in the first aerobic zone.



**Image 1. Approximate System Layout**



## Item 1: WavTex Modules

### 1.1 WavTex Modules

Entex is supplying three (3) WavTex modules (see Entex drawings 7387-S001 to -S008 in Appendix A), one (1) electrically actuated butterfly valve for the anoxic WavTex and three (3) manual butterfly valves (one per module) for air flow balancing. All butterfly valves will be stainless steel (SS). The WavTex modules consist of a 304L stainless-steel (SS) frame with integrated coarse bubble aeration grids, 120 EnTextile media sheets, and lifting lugs attached. The EnTextile media sheets are buoyant when placed in water but will arrive laying on the SS frame upon arrival, as pictured below. The WavTex aeration scope break is a three-inch diameter, 150 lb ANSI PVC flange (one per module) which will ship loose during transit. The butterfly valves will also ship loose. The contractor is responsible for all connections between the PVC flanges, the butterfly valves, and the main process air header. More details about the installation and scope break can be found below.

Since the EnTextile media sheets do not stand up until they are placed in the water, the modules will be approximately 15 feet long, 6 feet wide and 5 feet tall upon arrival (18 feet tall when placed in the water). The pictures below show what the WavTex modules will look like upon arrival. The MWC WavTex modules weigh approximately 1,000 lbs each.



**Image 2.** Example Shrink-Wrapped WavTex Upon Arrival



**Image 3.** Example WavTex Unit (front view)  
(Note - MWC flanged aeration scope break is different than shown)



**Image 4.** Example WavTex Unit (side view)  
(Note - MWC flanged aeration scope break is different than shown)



The WavTex modules will be lowered into position with a crane, hoist or other device such that the four feet sit on the tank floor. At this point the feet will be bolted to the floor and the aeration piping will be connected to the modules (ref. bolt hole detail on drawing -S003).

### 1.2 WavTex Aeration

Each WavTex unit comes with a Schedule 80 PVC integral coarse bubble aeration grid, mounted beneath the WavTex frame (ref. WavTex Drawings -S005 and -S006). As delivered, each aeration grid terminates with an upward facing 3" diameter PVC pipe, approximately 3 feet from the tank floor. The contractor will then connect this pipe stub to the Entex-supplied PVC flange onsite. The contractor will supply and install one 3" SS aeration drop pipe per module. The contractor-supplied SS drop pipe will terminate with a SS flange to mate with the PVC flange (Entex scope break). Contractor is responsible for connection to butterfly valves and main process aeration header as well as drop pipe supports, anchors, and fasteners.

### **Item 2: Valves**

Entex is supplying one (1) wafer style 3-inch electrically actuated butterfly valve for occasional air scour of the EnTextile media for the anoxic WavTex module and three (3) wafer style 3-inch SS butterfly valves for flow balancing (one per WavTex module). The contractor is responsible for making the connections between the WavTex modules, the butterfly valves, and the main process air header.

### **Item 3: Delivery**

The contractor shall be responsible for unloading and storage onsite or at a mutually accepted storage area per contract with the Owner. A forklift and/or crane must be used to unload the units. A thorough inventory of received goods shall be taken in order to make sure all ordered materials have been delivered. If equipment is missing, please annotate on truck drivers manifest, and contact Entex within 24 hours. An inspection of goods must be performed for physical and hidden damage to materials. Physical damage consists of broken welds, torn fabric media, damaged steel, and or broken ties. Contractor is responsible for field verifying dimensions and interferences of the existing tank for fit.

### 5.1 WavTex Units

- Dry Weight: 1,000 pounds
- Frame Material: 304L Stainless Steel
- Length: 15 feet
- Width: 6
- Height: 4 feet (out of water), 18 feet (in water)

All WavTex units will come nearly fully assembled aside from the PVC flange which will ship loose. The butterfly valves will also ship loose. It is the contractor's responsibility to connect the WavTex integral air grids (terminating in a 3" PVC pipe) to the Entex-supplied 3" diameter flanges, connecting the PVC flanges to the contractor-supplied SS drop pipes, and supplying all piping and fitting necessary to connect the SS drop pipes to the butterfly valves and the butterfly valves to the main process header. The integrated coarse bubble aeration grids will be pre-mounted underneath the frame. Note that the self-buoyant EnTextile media sheets will not stand up until they are placed in the water. Upon arrival, the EnTextile media sheets will be laying on top of the frame and shrink wrapped to the frame as pictured in Image 1 above.

#### **Item 4: WavTex Storage**

The Contractor shall store equipment upon delivery. If the EnTextile media is expected to be exposed to sunlight for an extended period of time, measures must be taken to reduce the impact of solar degradation of the EnTextile fabric. All units to be stored in the open for more than two months shall use a light-colored cover. Ideally these covers should be double sided, such as a white on black. The white outward facing side should reflect light. Clear covers are prohibited. Black will absorb heat and if the cover comes in direct contact with the fabric media, this heat can be quickly transferred. Covers should not be wrapped tightly around the frames. The ends of the cover should be securely anchored on all sides with at least a 12-inch air gap at the bottom. These covers must provide shade while allowing airflow to prevent buildup of heat. Units should be stored upright to prevent compression of EnTextile fabric. During storage, the units should be checked regularly to identify minor repairs. Covers can become loose over time due to wind or rain and must be re-secured.



*Image 5. Example WavTex Cover*

#### **Item 5: Installation**

##### **5.1 WavTex Installation**

Contractor will install the WavTex units onsite by following the instructions listed below:

- Offload WavTex units and remove the shrink wrap

- Lower the WavTex modules into place in the tank using their lifting lugs
  - Note that each module weighs approximately 1,000 lbs dry. The actual weight can be found on the delivery driver's manifest. It is the contractor's responsibility to check and verify this weight upon delivery.
- Bolt the WavTex modules to the tank floor
  - Each WavTex module has six feet and each foot will require one of its three available bolt holes to be bolted to the tank floor (one ½" 304 SS Hilti-type lag bolt per foot, bolts by contractor).
  - In order to bolt the modules to the tank floor, the tank will be dewatered prior to installation.
- Attach the WavTex module aeration piping to the air header
  - Entex's scope break terminates with a three-inch diameter PVC flange (one per module) which will ship loose. The contractor will connect this PVC flange to the WavTex three-inch diameter air grid piping (PVC cement by contractor). The contractor can field cut the PVC pipe if required.
  - The contractor is responsible for all SS piping and fittings required to connect the WavTex modules to the air header. A SS drop pipe (by contractor, one per module) will be used to transition from Entex's PVC air grid to SS.
  - The contractor is responsible for installing the four (4) 3" SS butterfly valves (3 manual, 1 automatic). Flange bolts and interconnecting piping by contractor.
- Upon connecting all of the aeration piping, the contractor will attach the downcomers to the tank walls with brackets (brackets supplied by contractor).
- Upon connecting the modules to the air header and securing the modules in the tank, the forward flow to the plant will resume.
- Air flow will be balanced to the three WavTex modules visually. The electrically actuated butterfly valve will be programmed for a time based scour of the anoxic WavTex module (controls by others). Entex will be onsite to supervise this startup.

Experience has shown that installation of the WavTex units can be accomplished in one day with a four-man crew and a lift operator once the WavTex modules are present onsite. The time limiting factor during installation is the time required to bolt each WavTex foot to the tank floor. Typical installation information is no guarantee of time and equipment. Each installation varies and this information is provided as general background.

## **Item 6: Scope Breaks**

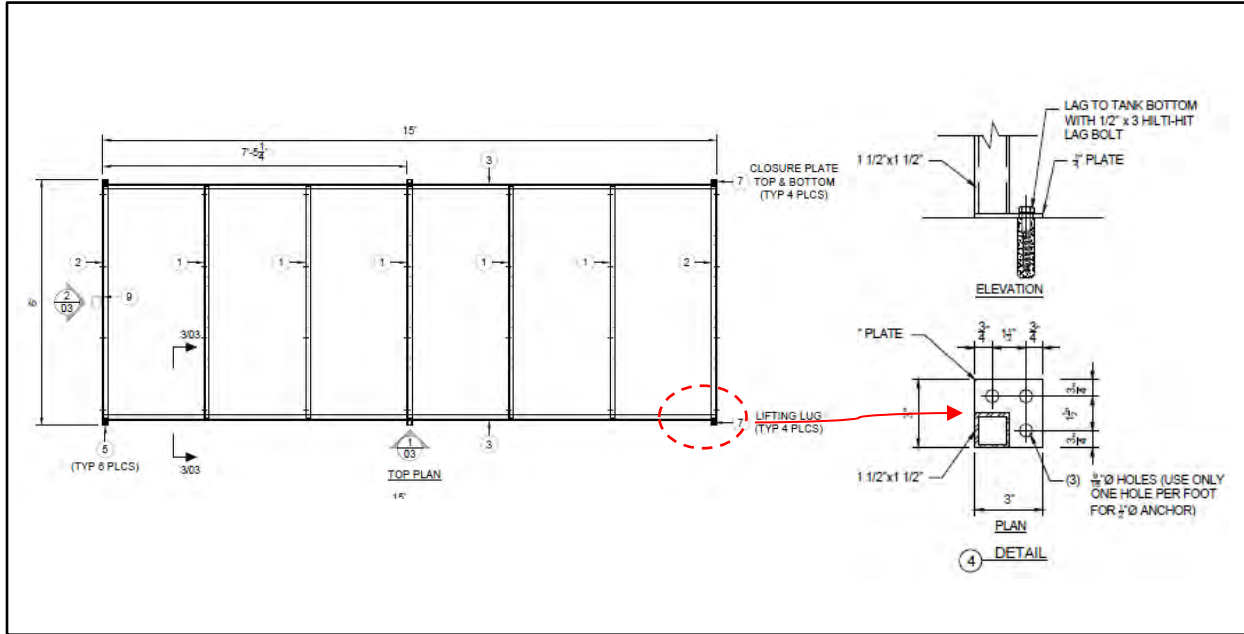
### 6.1 WavTex Scope Breaks

Entex's scope break ends with one (1) three-inch Schedule 80 PVC flange terminating approximately three feet from the tank floor. The contractor will supply a SS aeration drop pipe terminating with a SS flange for connection to the WavTex air grids. Entex will supply one (1) SS three-inch manual butterfly valve per module and one (1) SS three-inch electrically actuated

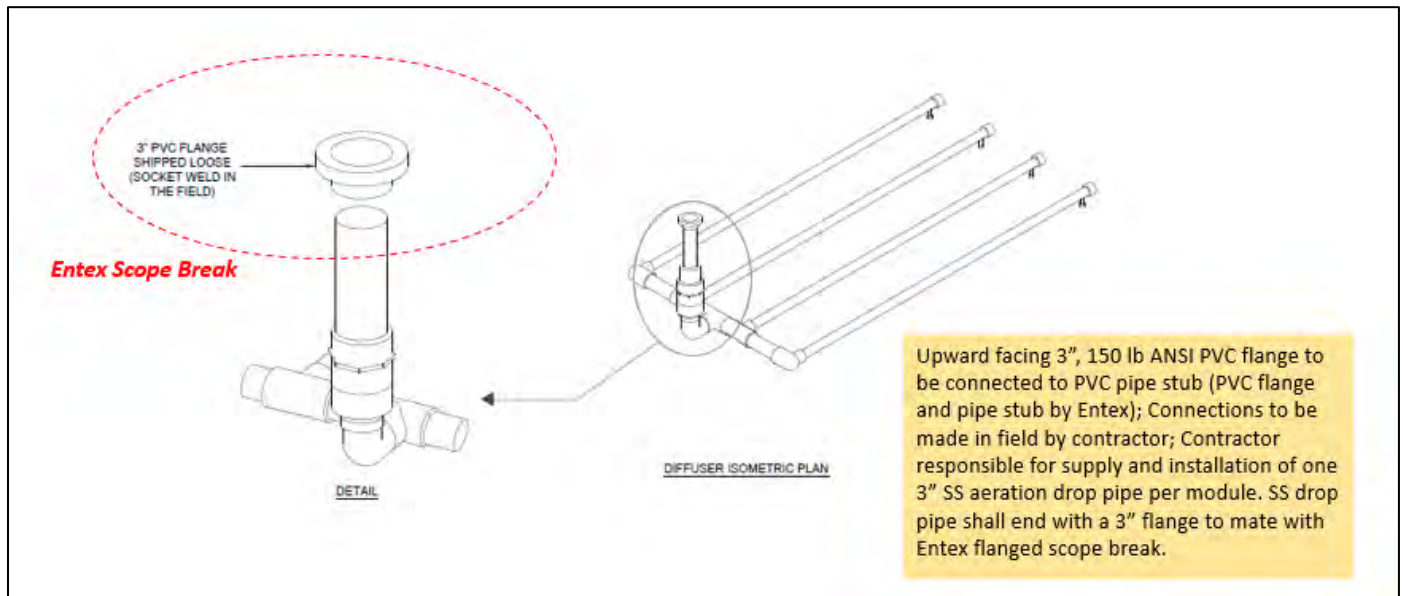


butterfly valve for the single anoxic module. The contractor will supply all additional pieces and hardware required to connect the WavTex modules to the butterfly valves and to connect the WavTex modules to the main process air header including drop pipe supports, bolts, brackets, joint glue, and anchors.

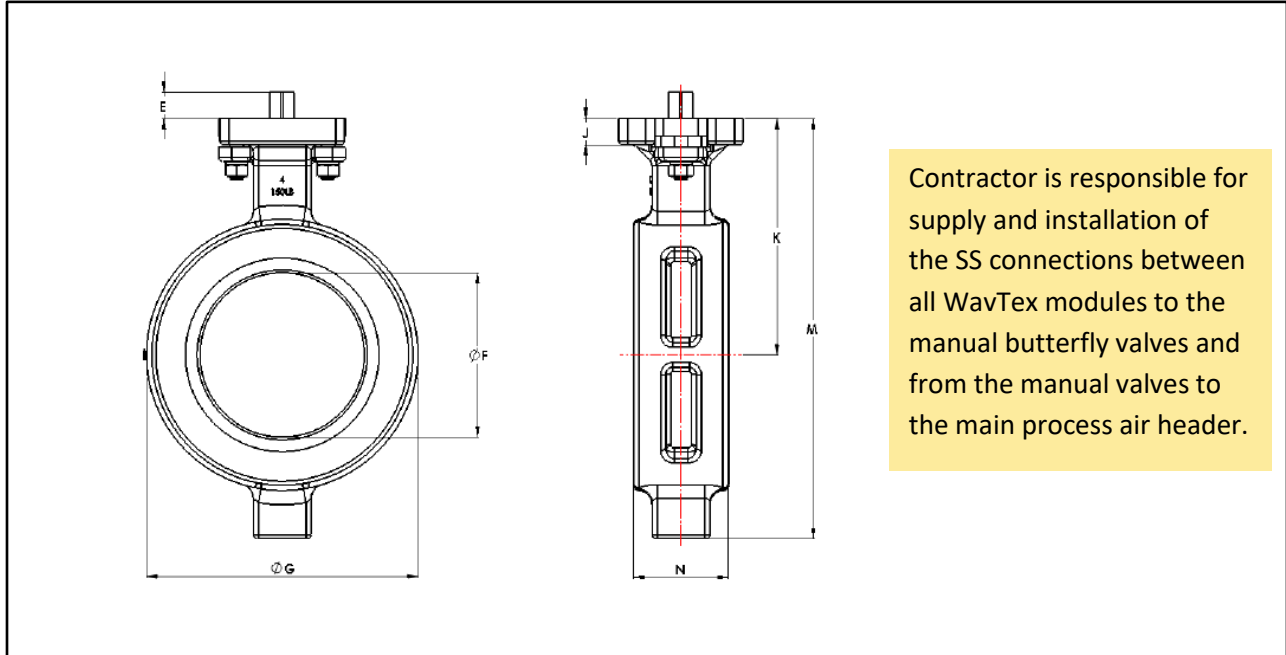
### 6.2 Scope Break Diagrams



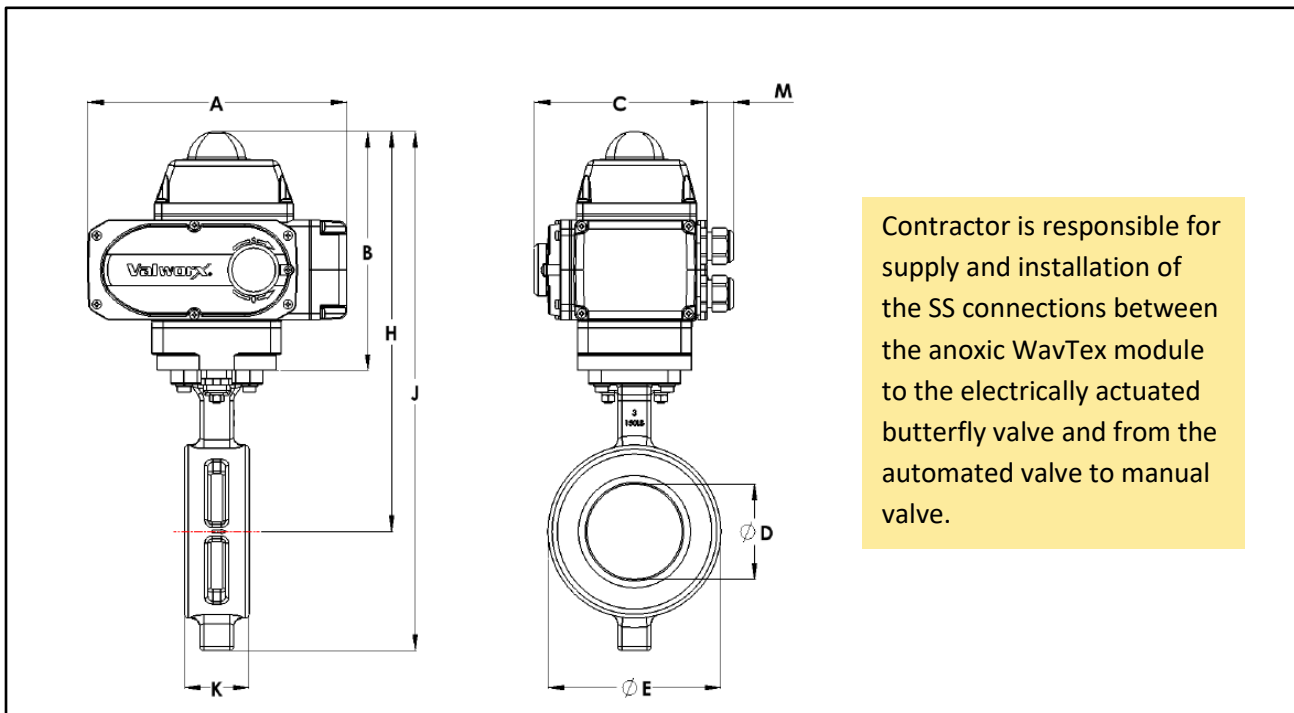
**Image 6.** Feet of WavTex Modules to be Bolted on Tank Floor (WavTex Scope Break 1 of 2)



**Image 7.** WavTex Aeration Grid Terminates with 3" ANSI PVC flange (WavTex Scope Break 2 of 2)



**Image 8.** 3" SS Wafer Body Manual Butterfly Valves (One per WavTex Module)



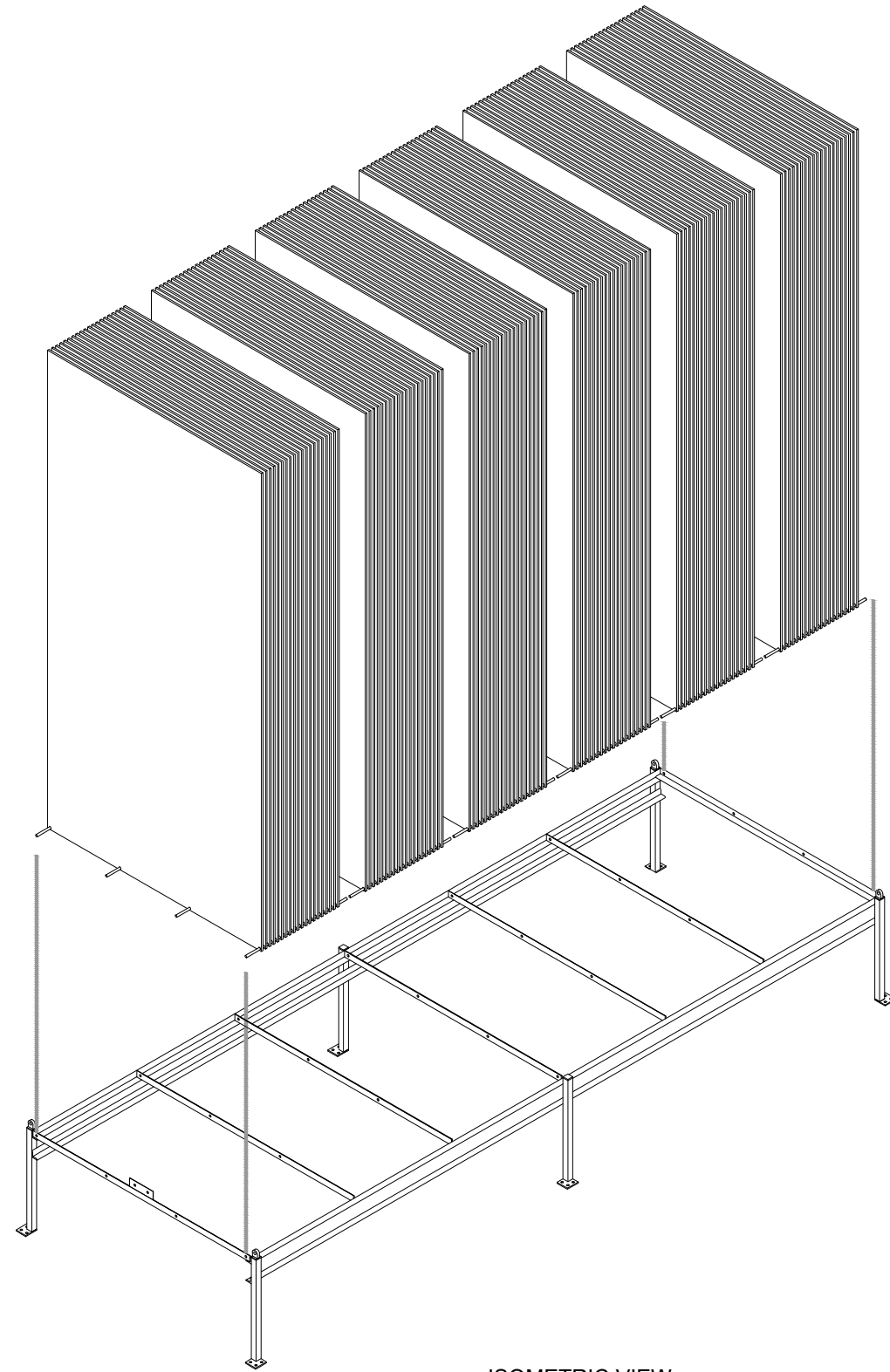
**Image 9.** 3" SS 120 VAC Wafer Body Electrically Actuated Butterfly Valves for Anoxic WavTex



## Appendix

### A) WavTex Drawings

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ISOMETRIC VIEW

Weight = 1000 lbs.

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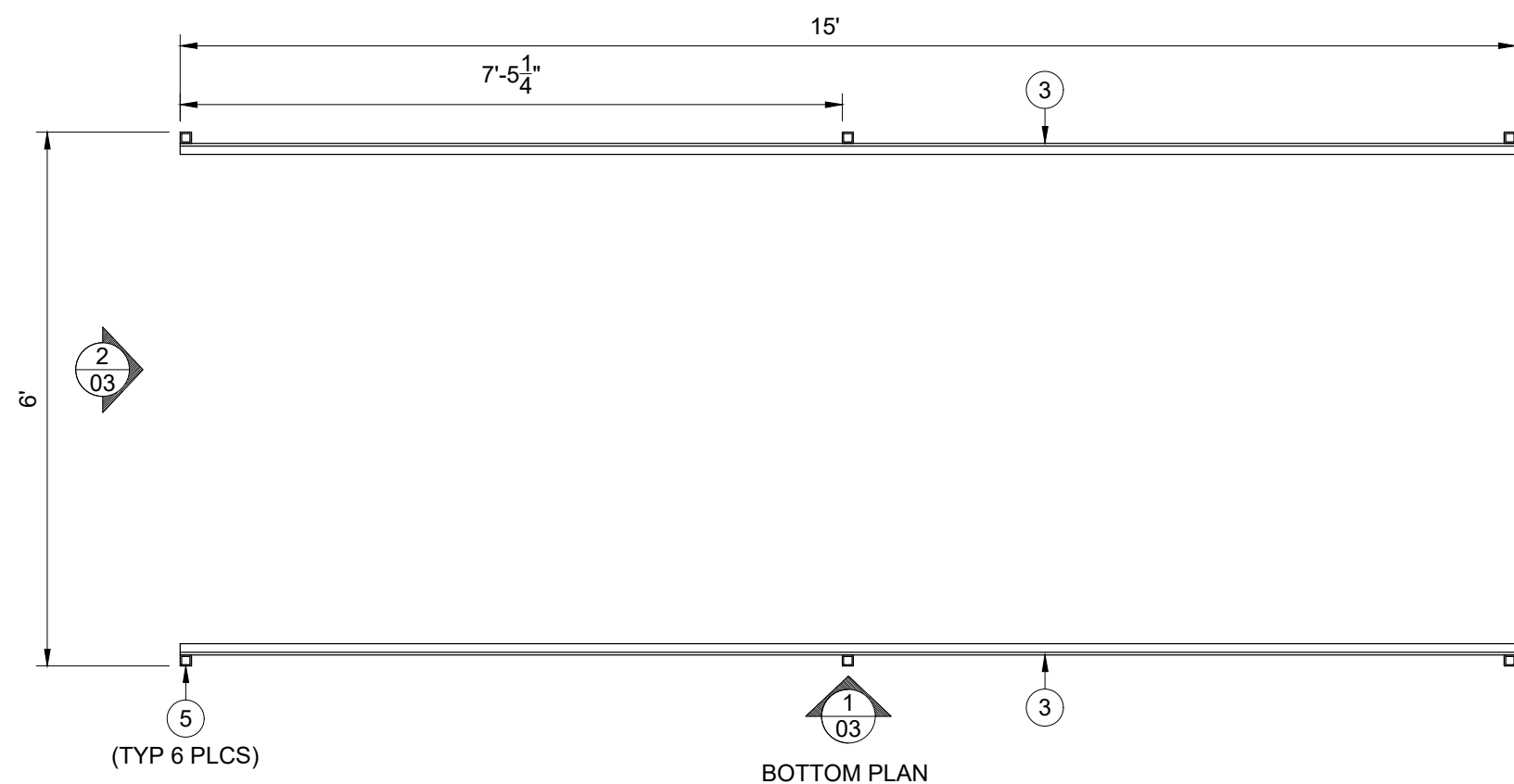
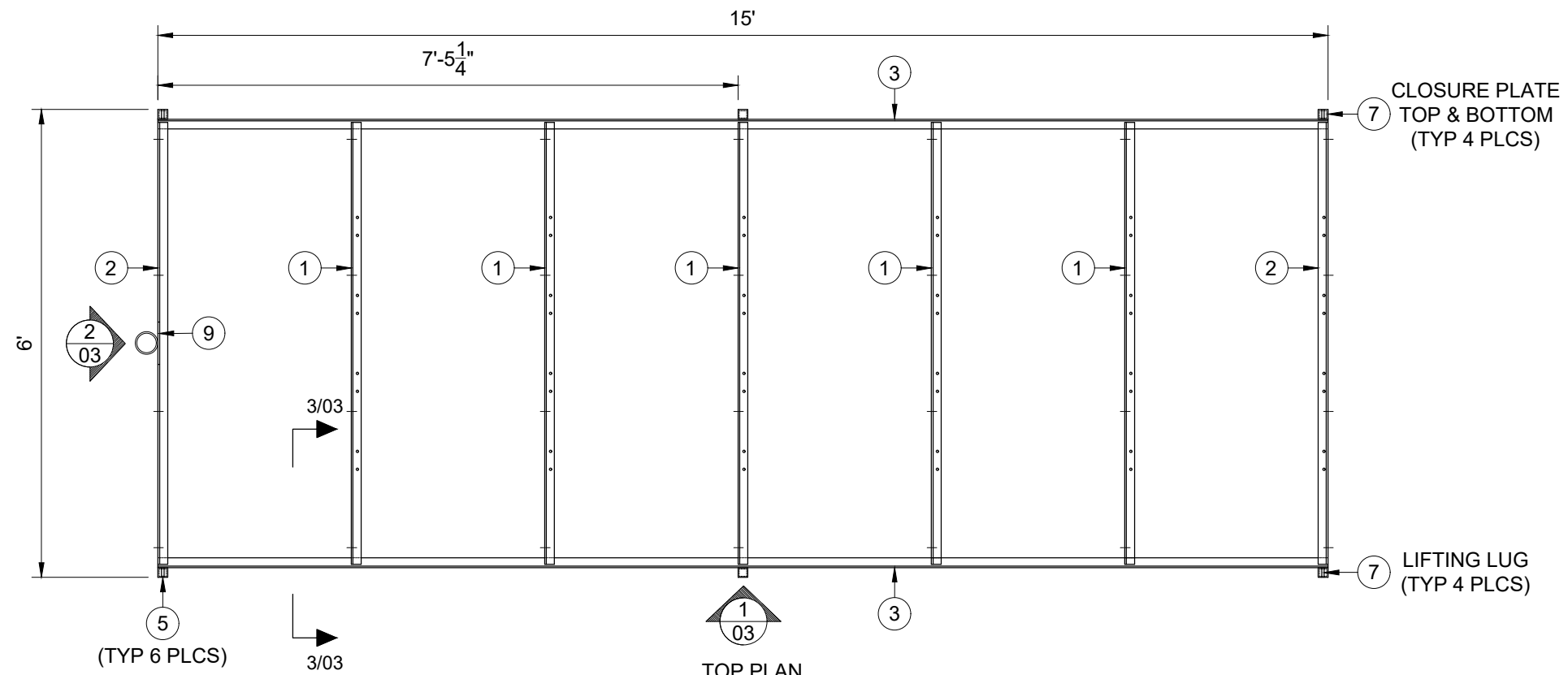


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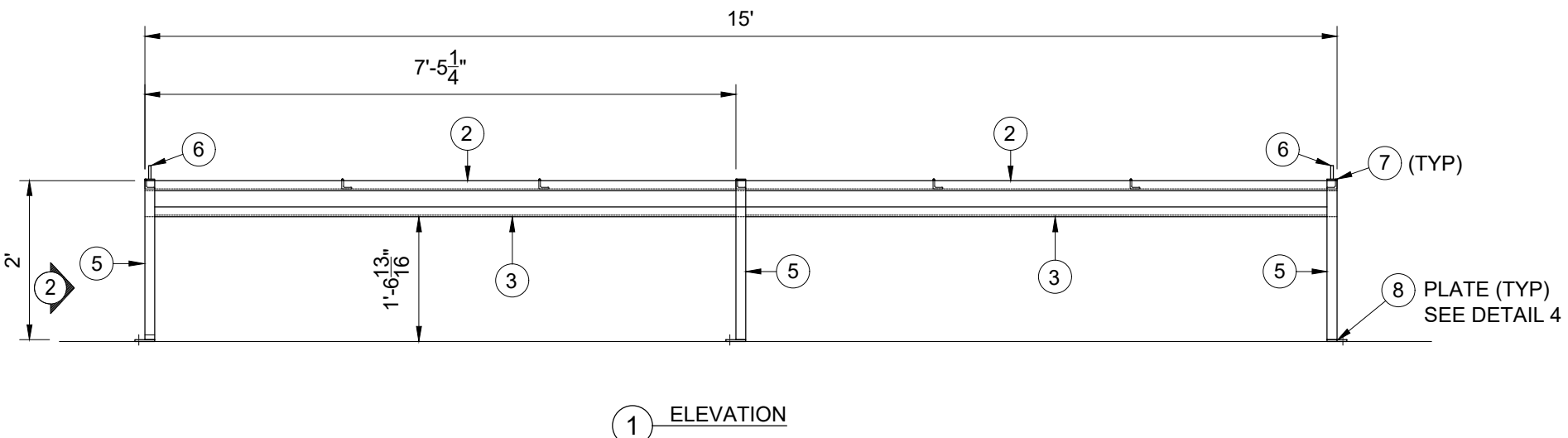
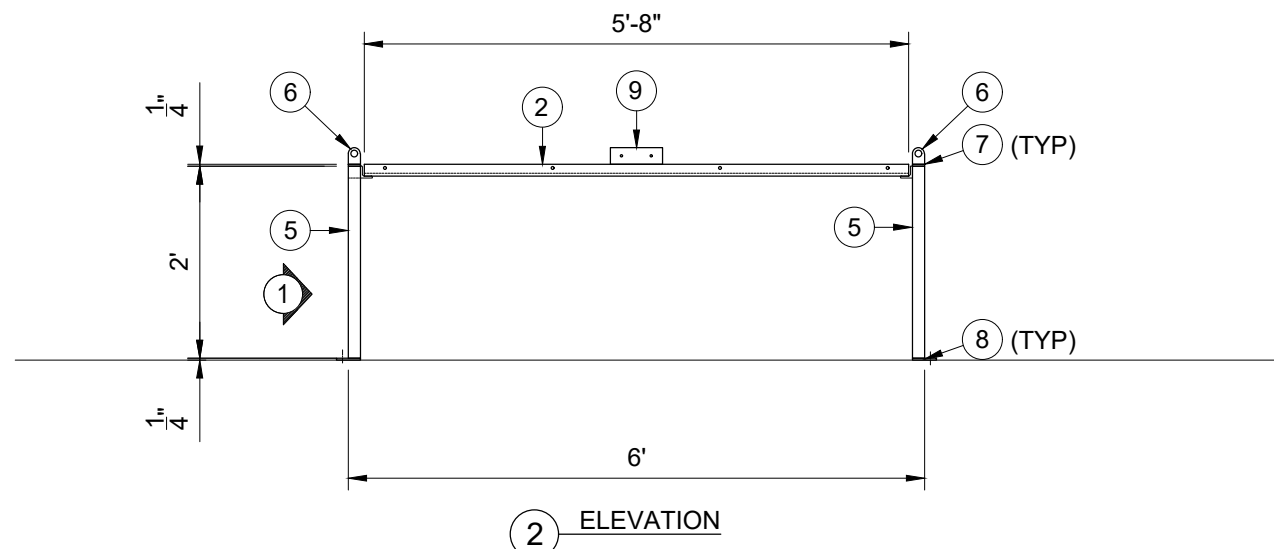
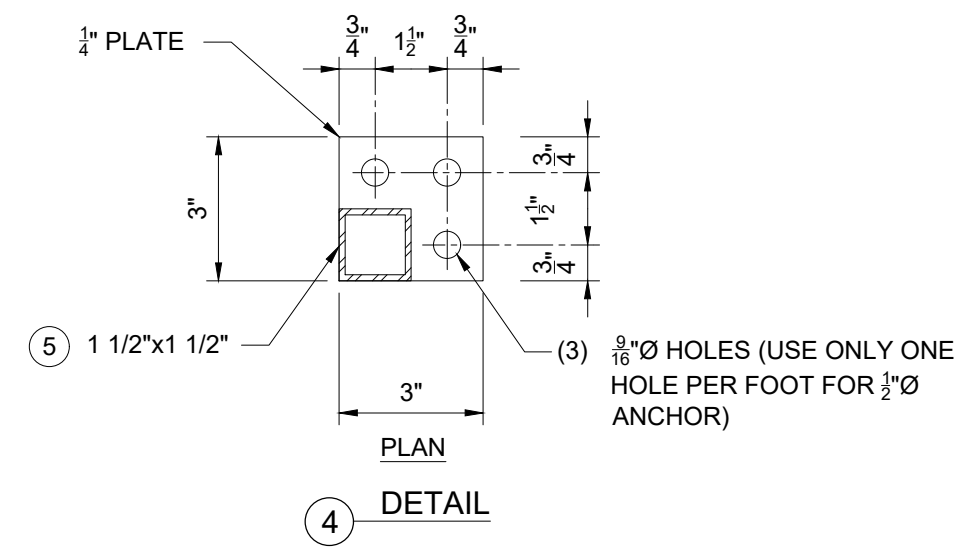
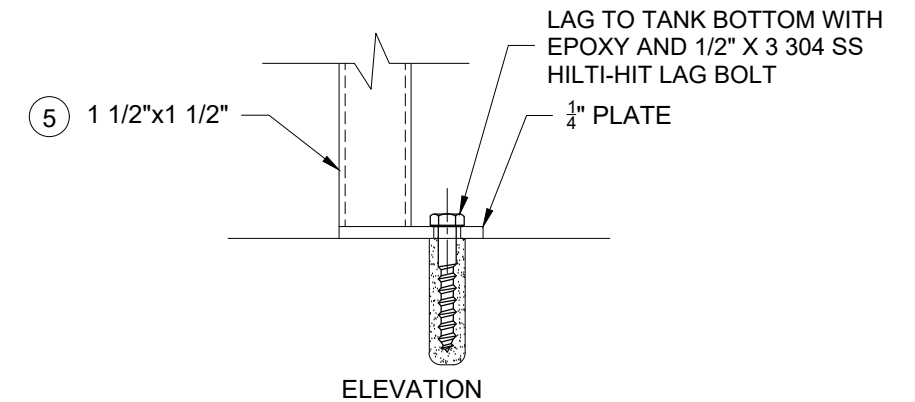
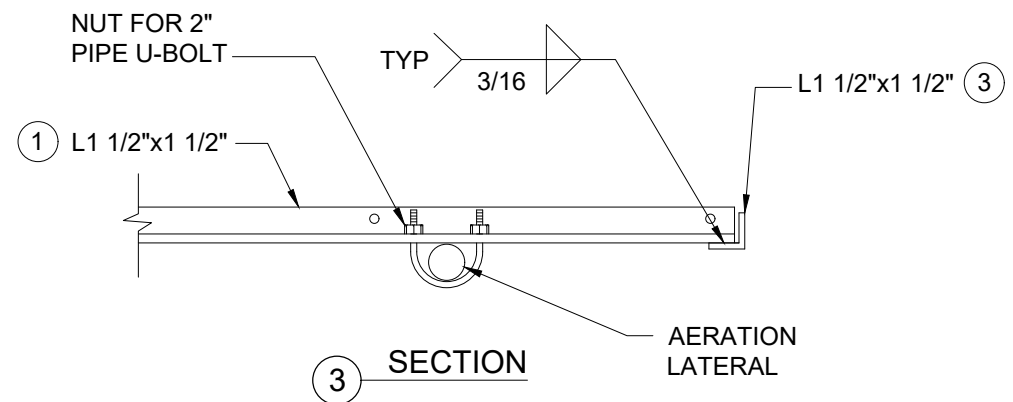
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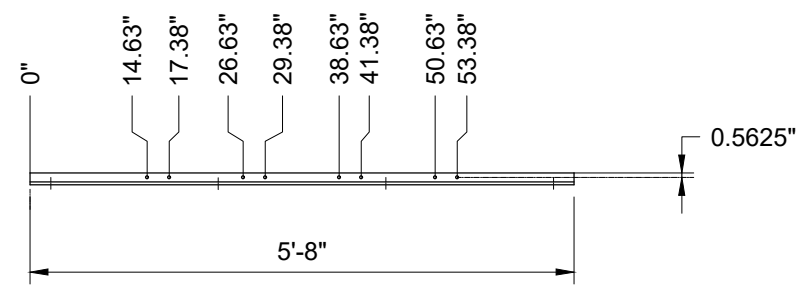
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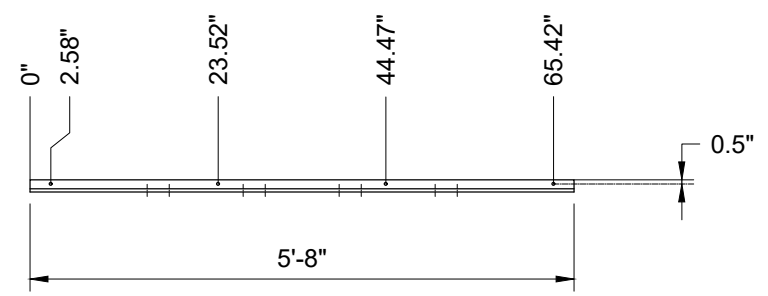
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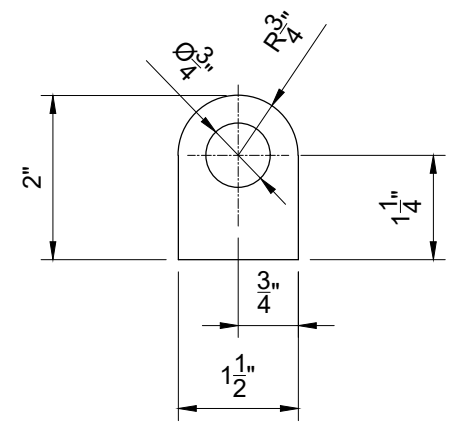
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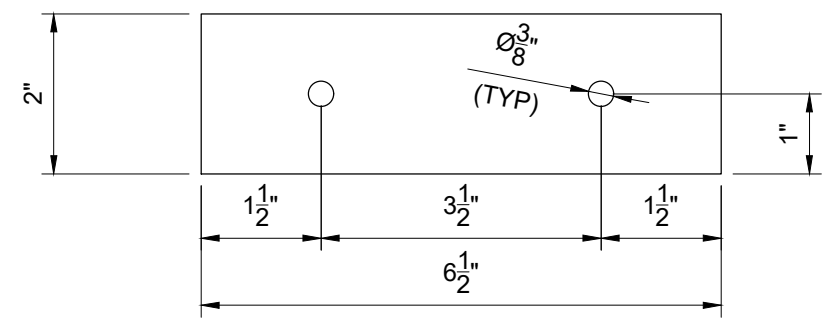
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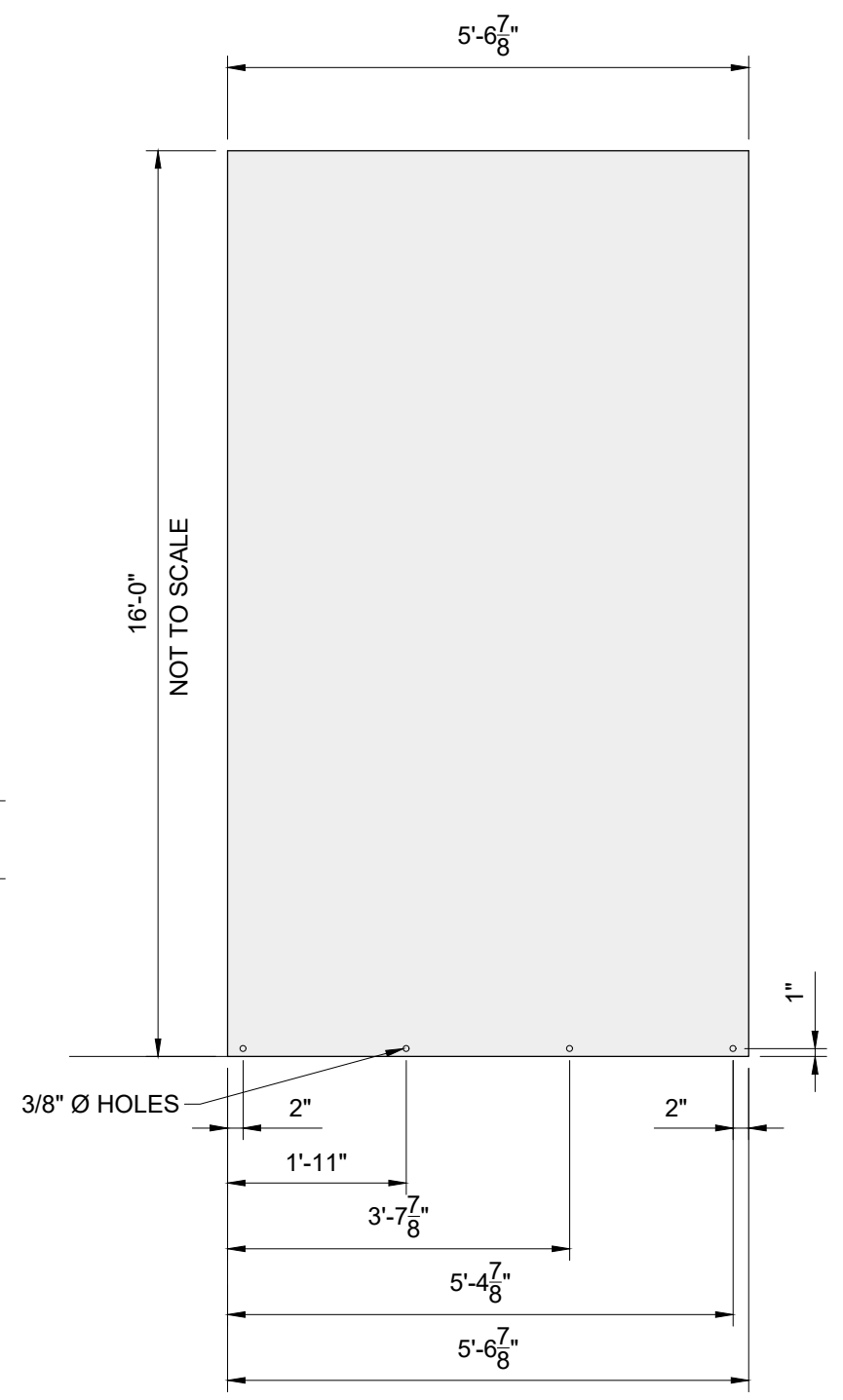
ITEM 1 SIDE VIEW



ITEM 6 DETAIL



ITEM 9 DETAIL



MEDIA SHEET

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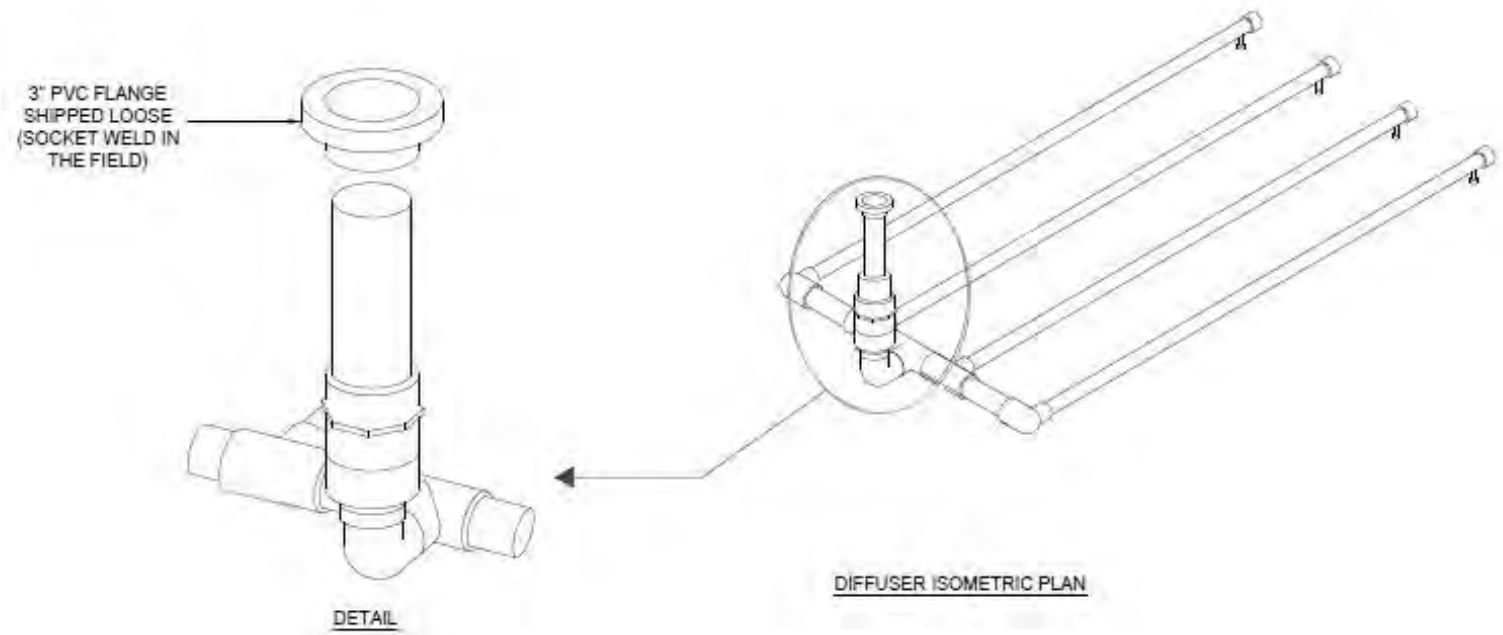


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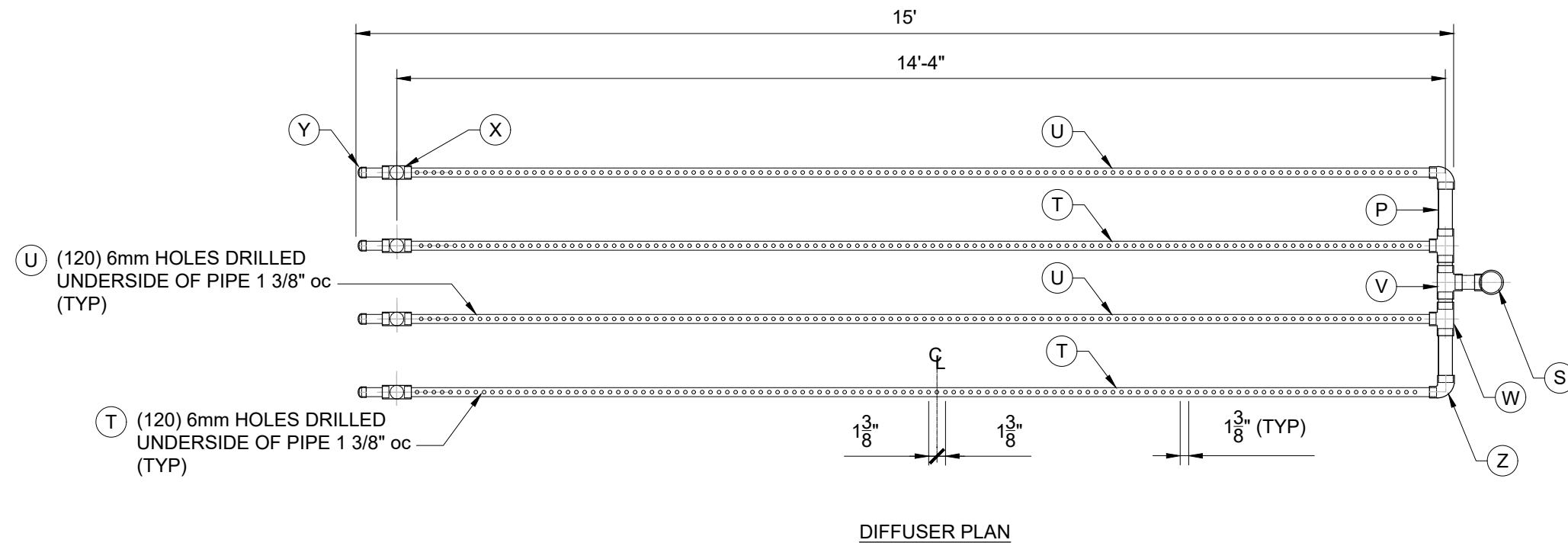
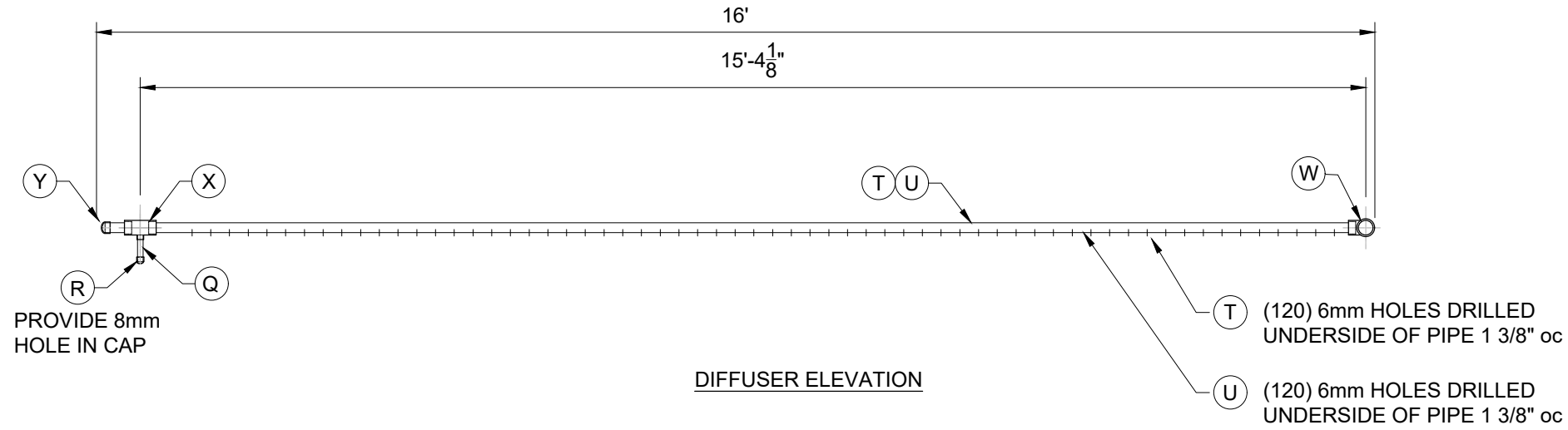
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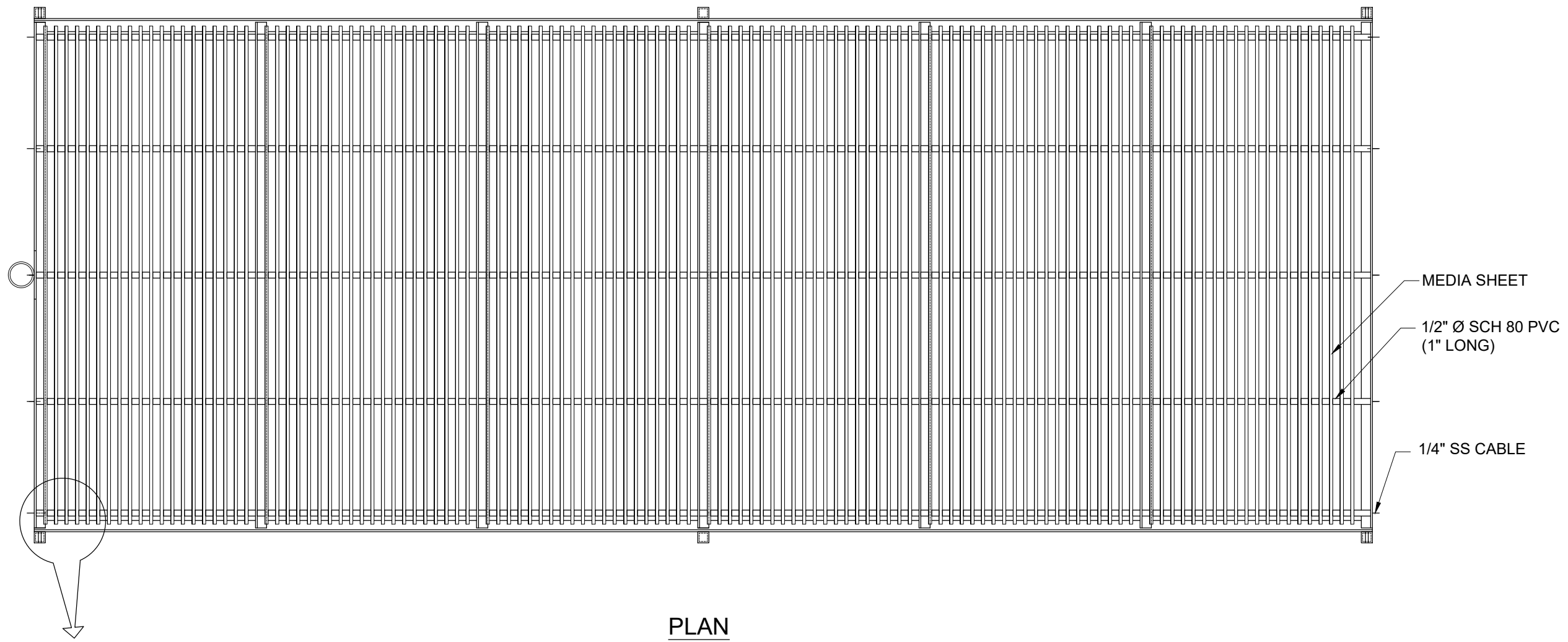
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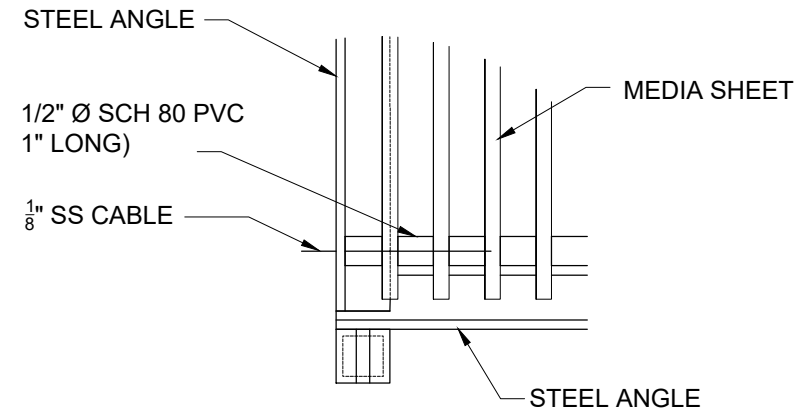
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**PLAN**



**ENLARGED DETAIL**

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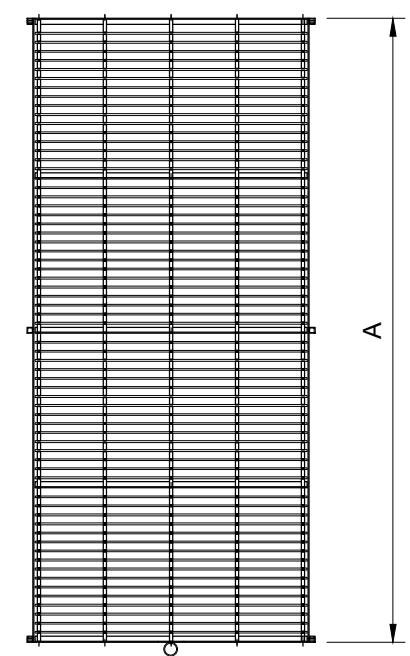


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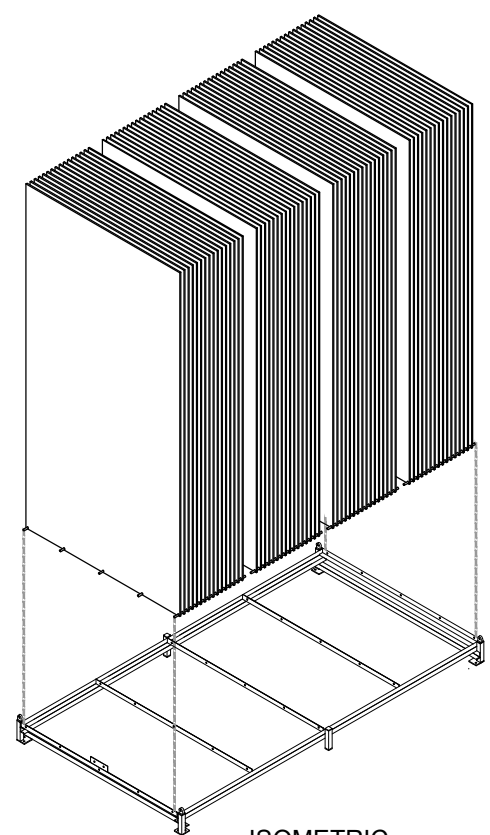
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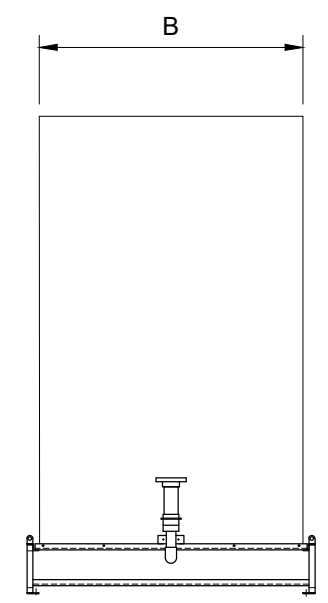
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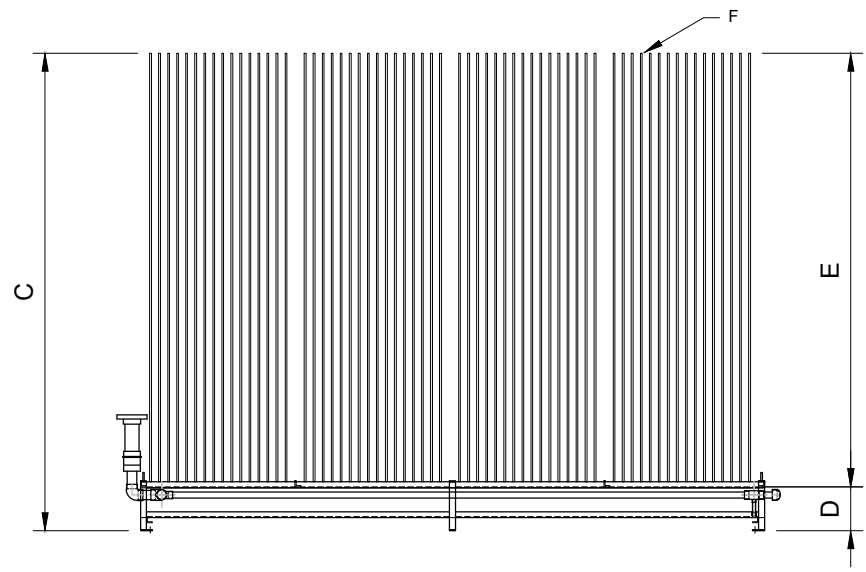
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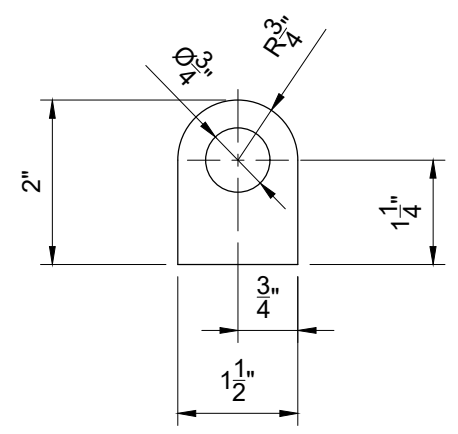
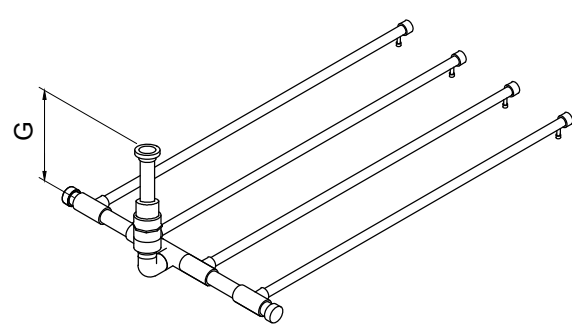
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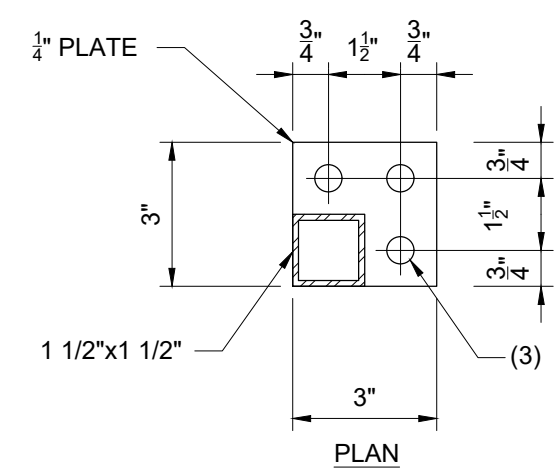
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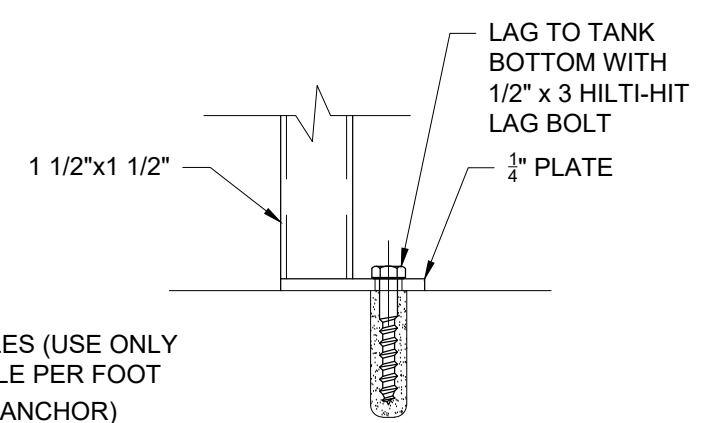
SIDE



LIFTING LUG DETAIL



PLAN



ELEVATION

BASE PLATE DETAIL

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Notes  
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Title WAVTEX FRAME Midwest City WWTP WavTex Pilot		Scale NONE	Dwg. No. 7387-S008	Rev. 0
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B) Cut Sheets



# WavTex™ by ENTEX Technologies

## Moving Flex Media

Engineering  
Clean Water  
Solutions



### WavTex

is a moving woven media system using Entex's patent pending EnTextile™ media in Integrated Fixed-film Activated Sludge (IFAS) and Submerged Fixed-Film (SFF) systems.

Independently moving EnTextile media sheets continually wave in the aeration basin in a random motion, ensuring excellent oxygen and substrate transfer.

WavTex is a cost-effective solution for existing activated sludge plants that need more advanced treatment. Because little or no additional tankage is required, WavTex is ideal for plants with limited room for expansion.

It is also an excellent choice for space efficient, high performance new plant designs.

### EnTextile Media

EnTextile media provides an exceptionally high effective biological surface area, and the narrow thickness of the media provides excellent transfer of waste and oxygen to the thin biological film, providing high rate treatment.



### WavTex means Simplicity

WavTex requires no in basin retention or drain screens and can be used with existing fine bubble diffuser grids for maximum energy efficiency and minimum retrofit costs.

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## WavTex by ENTEX Technologies, continued

### WavTex means Versatility

Unlike traditional moving media systems, WavTex moving flex media can be used effectively in both fine bubble and coarse bubble systems, without the need to remove existing efficient fine bubble diffuser systems.

#### Increase capacity & biomass

WavTex moving flex media provides extensive surface area for biomass growth. The attached biomass population can more than double the effective MLSS concentration. The vigorous motion of the EnTextile media in the aeration basin provides a high shear on the surface of the EnTextile media, maintaining a thin biological film. The thin film provides for high rate biological kinetics.

#### Eliminates Screening

Never worry about plugging of retention screens. The WavTex system also allows for a broader range of tank dimensions, since the system eliminates the potential for media “bunching” at the back end of long basins.

#### Nitrification & Denitrification

WavTex provides stable growth platforms for slow-growing nitrifiers. Nitrifying plants perform better; non-nitrifying plants are able to nitrify. Plants needing to convert to nitrification can do so at a far lower cost than adding basins.

#### High Performance Media

Developed based on over 20 years of experience using attached growth media for wastewater treatment, EnTextile media provides high biomass surface area designed to maximize random turbulence and open pathways to create optimum conditions for substrate and oxygen transfer while maintaining biomass density control.

#### Cost Effectiveness

WavTex improves water treatment with little or no addition of aeration basins or clarifiers. It's a significantly less expensive way to upgrade activated sludge plants.

#### Advanced Systems. Proven Solutions.

ENTEX engineers have been involved in hundreds of plant installations. We'd like to be involved in yours.

## Features

- Double offset design reduces seal wear
- High quality, 316SS (CF8M) construction
- Heavy-duty, single piece cast & machined disc with integral mounting sleeve
- Reinforced Teflon (RPTFE) seat for expanded temperature range
- Spring-loaded seat cover for easier removal and replacement of the valve seat
- Adjustable stem packing without loading seats
- Integral ISO 5211 direct mounting pad eliminates additional mounting brackets
- Integral disc stop prevents overtravel
- Stainless steel, single piece shaft
- Optional 10 position locking hand lever for 3 and 4" sizes
- Optional hand wheel gear operator for 3-8" sizes
- Pressure-rated 285psi

## Applications

High performance wafer butterfly valves are used to control the flow of water, oils, air, certain caustics, and other media compatible with the materials of construction for general service and where an expanded temperature range or higher pressure is required.

## Temperature Range

RPTFE Seals: -20 to 500°F (-29 to 260°C)

## Construction

<b>Valve Body</b>	316 stainless steel CF8M
<b>Disc</b>	316 stainless steel CF8M
<b>Disc Seat/Liner - Options</b>	RPTFE
<b>Stem Seals</b>	V-ring (same material as seat)
<b>Stem</b>	17-4PH/316SS
<b>Bearings</b>	RPTFE
<b>Fasteners</b>	Stainless Steel



## Operation

Direct mount wafer butterfly valves can be easily fitted with optional manual operator, air actuator or electric actuator using standard ISO5211 top mounting. Rotating the square stem one quarter turn moves the stainless steel disc and open or closes the valve.

## Description

High Performance Wafer butterfly valves with 316 Stainless Steel body are designed to control various media in commercial and industrial applications. Valve mounts between two standard ANSI/ASME Class 125/ 150 and other international flanges. Disc is precision machined 316SS. Flange gaskets required.

## Standards

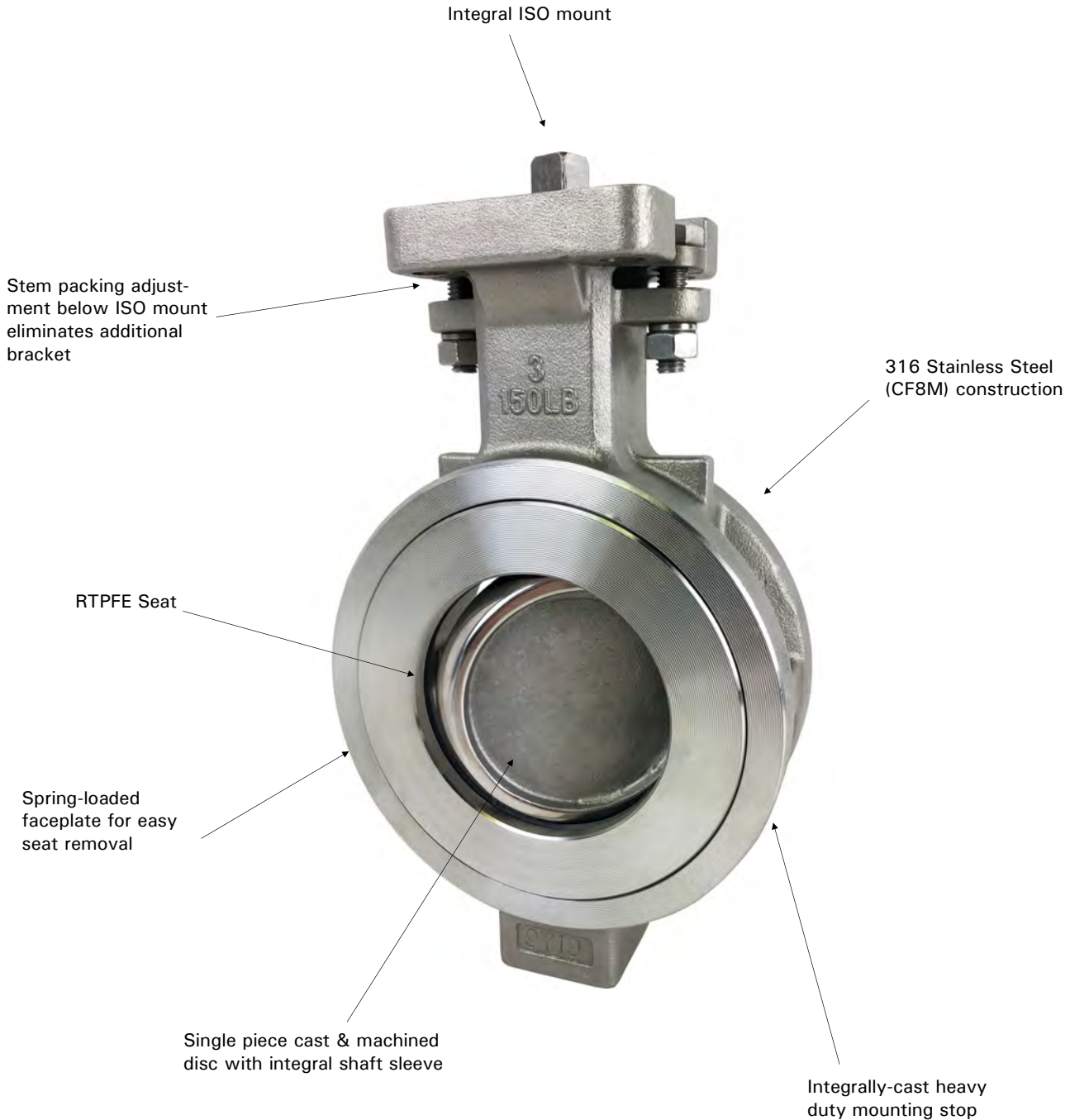
- ANSI/ASME B16.5 CLASS150
- ANSI/ASME B16.1 CLASS125
- EN1092 PN10, PN16
- JIS B 2239 10K, 16K

## Options

- Hand lever with 10 position locking (3-4")
- Gear Operators (3-8")
- Air Actuators
- Electric Actuators
- High Temperature Brackets



**Construction Features**



## Specifications (English units)

Stock	Pipe Size	Orifice	Cv Flow	Pressure**	Fluid Media*	Body	Disc
<b>Wafer Body EPDM Seals: BARE STEM (no handle)</b>							
<b>569003</b>	<b>3</b>	<b>2.9</b>	<b>165</b>	<b>285</b>	Air, oil and other fluids compatible with materials of construction	<b>316SS (CF8M)</b>	<b>316SS</b>
<b>569004</b>	4	3.8	400	285	Air, oil and other fluids compatible with materials of construction	316SS (CF8M)	316SS
<b>569006</b>	6	5.6	1050	285	Air, oil and other fluids compatible with materials of construction	316SS (CF8M)	316SS
<b>569008</b>	8	7.4	2200	285	Air, oil and other fluids compatible with materials of construction	316SS (CF8M)	316SS

Cv = The GPM of water at 60° F that will pass through the valve with 1 PSI pressure drop

\* Consult compatibility chart for other fluid media. Suitable for vacuum up to 29 inHg

\* See P/T Chart

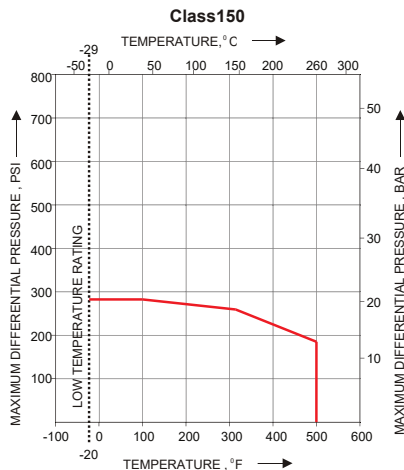
## Specifications (Metric units)

Stock Number	Pipe Size (DN)	Orifice Diam. (mm)	Kv Flow Factor	Pressure** Max.(Bar)	Fluid Media*	Body	Disc
<b>Wafer Body EPDM Seals: BARE STEM (no handle)</b>							
<b>569003</b>	<b>80</b>	<b>73.7</b>	<b>143</b>	<b>19.7</b>	Air, oil and other fluids compatible with materials of construction	<b>316SS (CF8M)</b>	<b>316SS</b>
<b>569004</b>	100	96.5	346	19.7	Air, oil and other fluids compatible with materials of construction	316SS (CF8M)	316SS
<b>569006</b>	150	142.2	908	19.7	Air, oil and other fluids compatible with materials of construction	316SS (CF8M)	316SS
<b>569008</b>	200	188.0	1903	19.7	Air, oil and other fluids compatible with materials of construction	316SS (CF8M)	316SS

Kv = The number of m³ per hour of 20° C water at 1 bar pressure drop

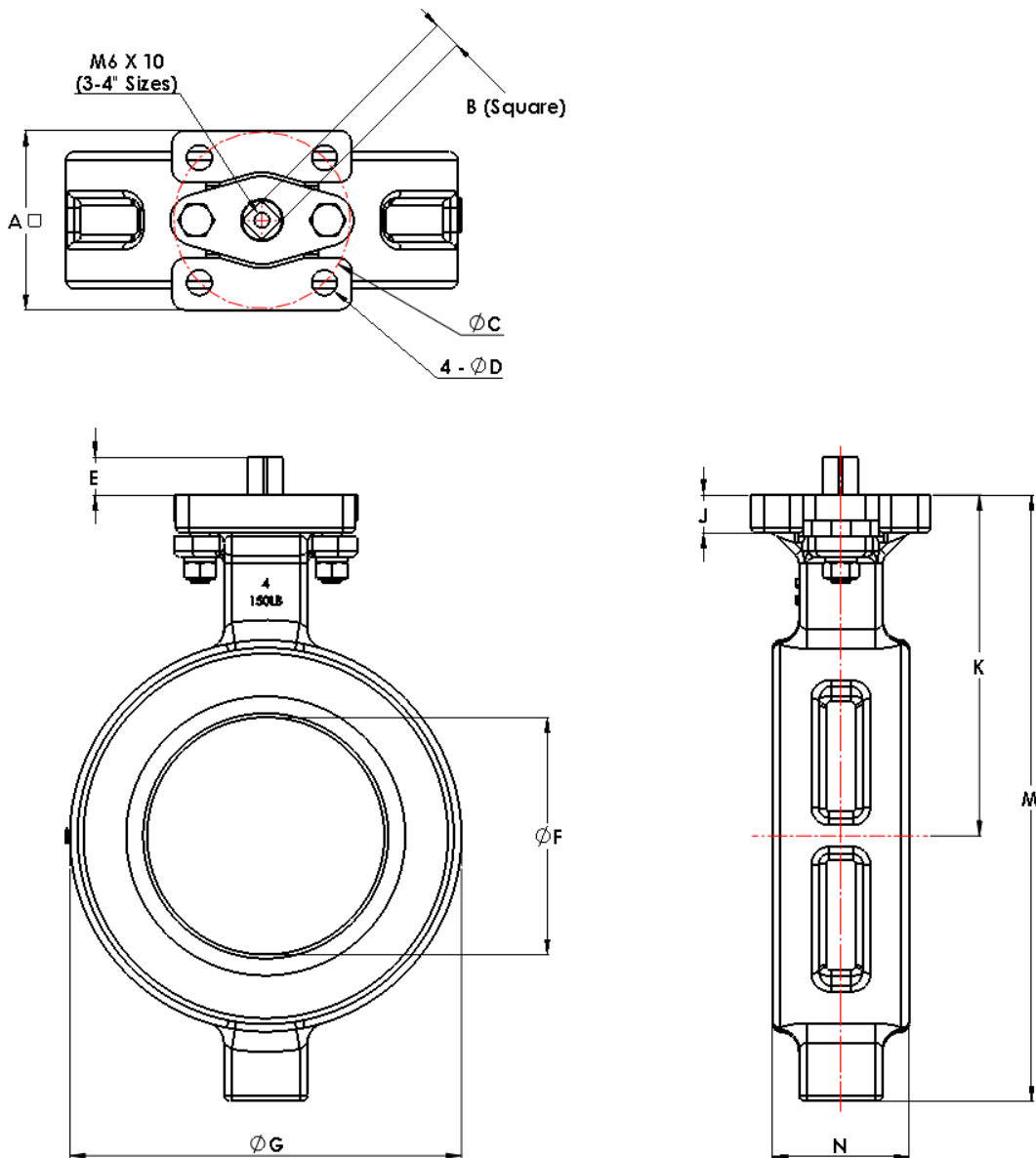
\* Consult compatibility chart for other fluid media. Suitable for vacuum up to 29 inHg

\* See P/T Chart



Rated value for 150 Lb body			
Temperature °F	Temperature °C	CF8M (PSI)	CF8M (bar)
-20.2 to 100.4	-29 to 38	275.6	19.0
199.4	93	235.0	16.2
300.2	149	214.7	14.8
399.2	204	194.4	13.4
500	260	169.7	11.7

### Dimensions



Pipe Size		A	B	C	D	E	F	G	J	K	M	N	ISO	Weight
<b>3</b>	inch	2.8	0.4	2.8	0.4	0.6	2.8	5.2	0.4	4.8	8.3	1.9	F07	9.7 lb
<b>DN80</b>	mm	70.0	11.0	70.0	10.0	15.0	72.0	131.0	11.0	122.0	212.0	49.0		4.4 kg
<b>4</b>	inch	2.8	0.4	2.8	0.4	0.6	3.7	6.1	0.6	5.3	9.4	2.1	F07	12.9 lb
<b>DN100</b>	mm	71.0	11.0	70.0	10.0	15.0	94.0	155.0	14.0	135.0	240.0	54.0		5.9 kg
<b>6</b>	inch	4.1	0.6	0.5	4.0	0.9	5.5	8.5	0.6	6.6	12.0	2.2	F10	25.4 lb
<b>DN150</b>	mm	103.0	14.0	12.0	102.0	23.0	140.0	216.0	16.0	168.0	300.0	57.0		11.5 kg
<b>8</b>	inch	4.1	0.7	0.5	4.0	0.9	7.3	10.6	0.6	7.8	14.6	2.5	F17	37.8 lb
<b>DN200</b>	mm	103.0	17.0	12.0	102.0	24.0	185.0	270.0	16.0	199.0	371.0	64.0		17.1 kg

### Valve Seating Torques (inch lbs)

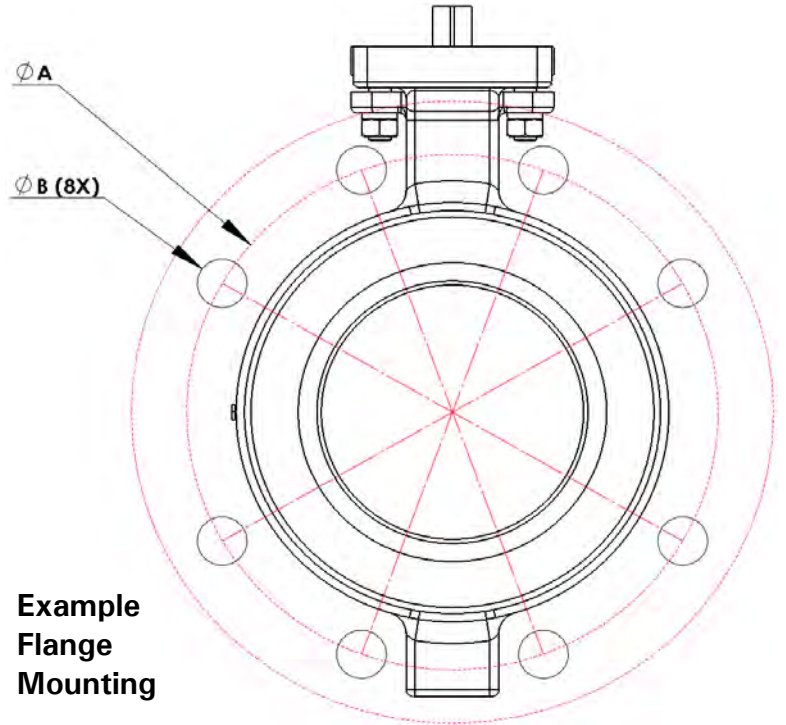
SIZE	Standard Disc Differential Pressure (PSI)		
	100	200	285
3	25	27	29
4	35	39	43
6	72	83	93
8	121	142	160

### Valve Seating Torques (nm)

SIZE	Standard Disc Differential Pressure (Bar)		
	6.9	13.8	19.7
DN80	34	37	39
DN100	47	53	58
DN150	97	113	126
DN200	164	193	217

Torques shown are for on-off "wet" service (ex: water), for dry service (ex: air) multiply above values by 1.25, or see below. Valve disc turned clockwise and actuated at least once per month. The effect of dynamic torque is not considered in calculation.

### Typical Wafer Valve Installation



Example  
Flange  
Mounting

#### Valve suitable between flanges:

- ◆ ANSI/ASME B16.5 CLASS150
- ◆ ANSI/ASME B16.1 CLASS125
- ◆ EN1092 PN10, PN16
- ◆ JIS B 2239 10K, 16K
- ◆ BS 10 Table D, Table E

Pipe Size		A	B (8X)
3	inch	6	0.7
	mm	152.4	18
4	inch	7.5	0.7
	mm	190.5	18
6	inch	9.5	0.9
	mm	241.3	22
8	inch	11.8	0.9
	mm	298.5	22

### Example Valve Torque Service and Medium Factors

SERVICE FACTOR (SF)	Multiply by	Medium Factor (MF)	Multiply by	Medium Factor (MF)	Multiply by
ON/OFF operation	1.15	Lubricating liquid/gas	0.90	For dry service (dry gas/air)	1.25
Modulating operation	1.25	Viscous liquids/molasses	1.30	Dirty air slurry, natural gas, dirty slurry	1.50-1.80
*2 cycle/day "NC"	1.15	Degreasing liquid	1.25	Lime water, powder	1.50-1.80
**1 cycle/week "NC"	1.50	Saturated steam	1.20	Hydrodynamic torque	N/A

\* Valve normally remains completely closed (NC), and is opened 2 times a day minimum.

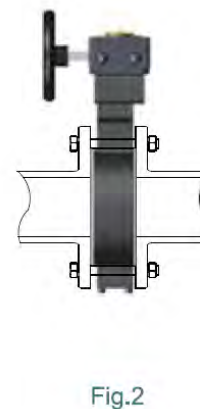
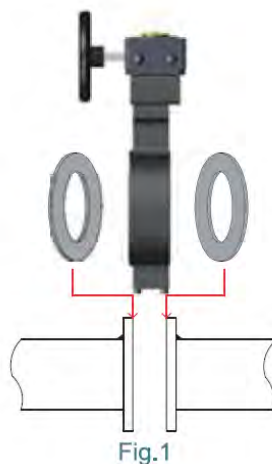
\*\* Valve normally remains completely closed (NC), and is opened only one time per week or less.

Having a long period without cycling the valve will increase the breakaway torque.

Only choose one Service Factor (SF) and one Medium Factor (MF) when calculating the sizing torque.

## Typical Wafer Valve Installation

- Always keep the valve closed during installation and disassembly
- The piping must have a straight line and the flanges have to be parallel.
- The distance between the flange must correspond to the face-to-face dimensions of the butterfly valve.
- The installation direction of the butterfly valve needs to be based on the flow direction arrow on the body.
- Before commissioning, the pipework has to be rinsed out to remove dirt and remnants of welding material, to avoid damage to the liner. During the rinsing procedure, the butterfly valve has to be positioned as open and may not be operated before the rinsing has been completed.
- Welding operations may not be performed near the butterfly valve, as welding drops can damage the liner.
- When installing and disassembling, the pipe must be completely relieved of pressure to avoid injury to people or damage to equipment.
- Where vacuum, high flow rate or water hammering can occur, flanges without a loose collar should be used.
- Carefully place the gasket between the flanges and place them in the center of the pipe to ensure a good seal. (see Fig.1)
- Place the valve between the gaskets and make sure the valve disc is parallel to the flange.
- Tighten the flange bolts in a diagonally opposite way to ensure that the valve is evenly stressed. (see Fig.2)
- After the installation is complete, carefully open and close the valve to ensure smooth operation.



## Seat Liner Resistance to Media

\* Many conditions can affect the valve material choices, including: pressure, temperature, chemical mix, material compounding, viscosity and environment. Ultimately it is the user's responsibility to ensure valve materials are suitable for any specific purpose.



### Features

- Stainless steel construction
- 10 position locking handle
- Convenient installation and usage
- 304SS bolts and nuts

### Application

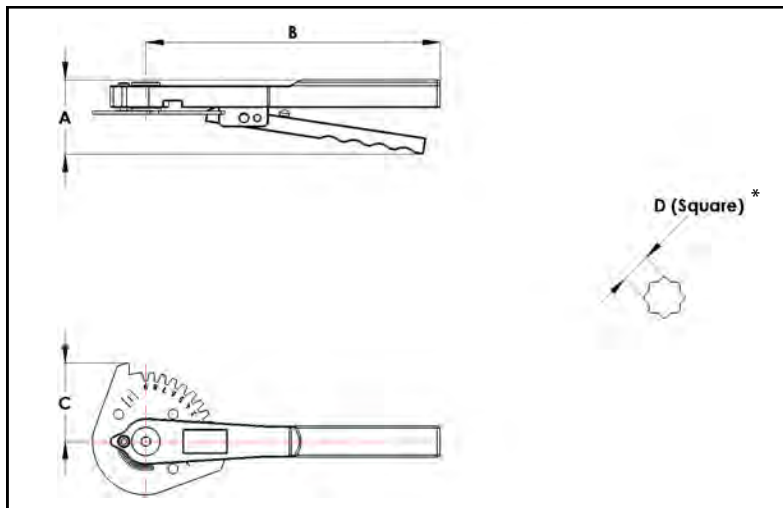
Hand lever operator for high performance butterfly valves. The valve disc can be locked in any one of 10 positions with spring loaded lever. Hand lever kit includes lever, gear locking plate and stainless hardware for mounting.



### Specifications

Stock No.	Description
<b>565020</b>	Hand lever for valve sizes 3-4", stainless steel

### Dimensions



\*14x11 square reducer included

Pipe Size		A	B	C	D	ISO	Weight
<b>3-4</b>	inch	<b>3.7</b>	<b>10.5</b>	<b>2.9</b>	<b>14x14</b>	<b>F07</b>	<b>1.8 lbs</b>
	mm	<b>95.0</b>	<b>267.0</b>	<b>73.0</b>			<b>0.8 kg</b>

## Features

- Double offset design reduces seal wear
- High quality, 316SS (CF8M) valve body, disc, and stem
- Reinforced Teflon (RTPFE) seats for expanded temperature range
- Heavy-duty, single piece cast & machined disc with integral mounting sleeve
- Spring loaded seat cover for easier removal and replacement of the valve seat
- Visual valve position indicator
- Rugged aluminum Type 4X weatherproof enclosure
- Heavy duty motors with overload protection
- Thermostatically controlled anti-condensation heater
- Manual override with end of travel mechanical stops
- Two auxiliary position confirmation limit switches
- EPS - Electronic Positioning System models available
- Actuators CSA Listed per UL429 and CSA C22.2

## Applications

High performance wafer butterfly valves are used to control the flow of waters, oils, air, certain caustics, and other media compatible with the materials of construction for general service and where an expanded temperature range or higher pressure is required. Actuators designed for 70% duty cycle.

## Operation

On-Off electric actuated valve uses power-to-open and power-to-close, stays in the last known position with loss of power. On receipt of a continuous voltage signal, the motor runs and via a rugged all metal gear system rotates the ball 90°. The motor is automatically stopped by internal cams striking limit switches. On receipt of a reversing continuous signal, the motor turns in the opposite direction reversing the valve position. Power connections direct to terminal strip via included cable connector, or optional 1/2" NPT conduit adapters.

## Construction

<b>Valve Body</b>	316 stainless steel CF8M
<b>Disc</b>	316 stainless steel CF8M
<b>Disc Seat/ Liner</b>	RPTFE
<b>Stem/ Stem Seals</b>	17-4PH/316SS/ V-ring (same material as seat)
<b>Gear Drive</b>	Heavy duty alloy steel/ aluminum bronze, self locking
<b>Actuator Enclosure</b>	Aluminum, polyester powder painted, Type 4X, IP67
<b>Visual Valve Position Indicator</b>	Clear Polycarbonate cover, red/yellow open-closed
<b>Fasteners</b>	Stainless Steel
<b>Auxiliary Limit Switches</b>	2 x SPDT (5A/125VAC), on-off actuators only



## Description

Electric operated direct mount high performance butterfly valves with 316 stainless steel wafer body are designed for commercial and industrial applications. Valve mounts between two standard ANSI/ASME Class 125/150 flanges. Disc is precision machined 316SS. Double offset design to reduce seal wear. Rugged corrosion resistant electric actuator includes a manual override, valve position confirmation switches (on-off units), thermostatically controlled anti-condensation heater, and over-torque protection.

## Approvals

### Actuators

- CSA Listed to:
  - UL429 and CSA C22.2 no 139
  - Type 4X, IP67 weatherproof enclosure
- CE conformance
  - ISO5211 Mounting



### Valves– Standards

- ANSI/ASME B16.5 CLASS150
- ANSI/ASME B16.1 CLASS125
- EN1092 PN10, PN16
- JIS B 2239 10K, 16K

## Construction Features



Visual Valve Position Indicator

## Pressure Rating

Pressure Rating: 285 PSI (19.7 Bar)

## Temperature Rating

Actuator Temperature Rating: -13 to 131° F (-25 to 55° C)

Valve Temperature Rating: RPTFE seals: -20 to 500° F (-29 to 260°C)

## Specifications (English units)

Stock Number	Pipe Size (inch)	Orifice Diam. (inch)	Cv Flow Factor	Pressure Max. (PSI)	Cycle Time/90° (seconds)	Voltage	Current (amps)	Duty Cycle	Electrical Dwg.
<b>120 VAC ELECTRIC ACTUATED HIGH PERFORMANCE WAFER BODY BUTTERFLY VALVE, RPTFE SEALS</b>									
<b>569103</b>	<b>3</b>	<b>2.9</b>	<b>165</b>	<b>285</b>	<b>30/25</b>	<b>110 VAC, 50/60Hz</b>	<b>0.6</b>	<b>70%</b>	<b>B</b>
569104	4	3.8	400	285	30/25	110 VAC, 50/60Hz	0.6	70%	B
569106	6	5.6	1050	285	30/25	110 VAC, 50/60Hz	0.7	70%	B
569108	8	7.4	2200	285	45/37	110 VAC, 50/60Hz	1.3	70%	B
<b>24 VDC ELECTRIC ACTUATED HIGH PERFORMANCE WAFER BODY BUTTERFLY VALVE, RPTFE SEALS</b>									
569303	3	2.9	165	285	30	DC24	2.0	70%	G
569304	4	3.8	400	285	30	DC24	3.6	70%	G
569306	6	5.6	1050	285	30	DC24	3.6	70%	G

Cv = The GPM of water at 60° F that will pass through the valve with 1 PSI pressure drop

\* Consult compatibility chart for other fluid media. Suitable for vacuum up to 29 inHg

\* See P/T Chart

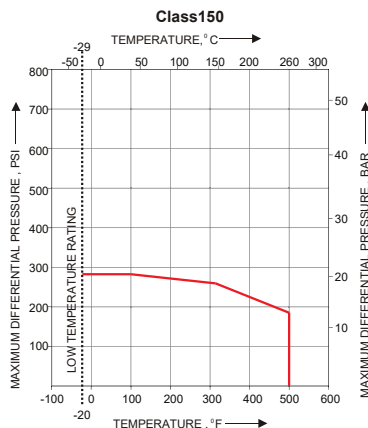
## Specifications (Metric units)

Stock Number	Pipe Size	Orifice	Kv Flow	Pressure	Cycle Time/90°	Voltage	Current	Duty	Electrical
<b>120 VAC ELECTRIC ACTUATED HIGH PERFORMANCE WAFER BODY BUTTERFLY VALVE, RPTFE SEALS</b>									
<b>569103</b>	<b>80</b>	<b>73.7</b>	<b>143</b>	<b>19.7</b>	<b>30/25</b>	<b>110 VAC, 50/60Hz</b>	<b>0.6</b>	<b>70%</b>	<b>B</b>
569104	100	96.5	346	19.7	30/25	110 VAC, 50/60Hz	0.6	70%	B
569106	150	142.2	908	19.7	30/25	110 VAC, 50/60Hz	0.7	70%	B
569108	200	188.0	1903	19.7	45/37	110 VAC, 50/60Hz	1.3	70%	B
<b>24 VDC ELECTRIC ACTUATED HIGH PERFORMANCE WAFER BODY BUTTERFLY VALVE, RPTFE SEALS</b>									
569303	80	73.7	143	19.7	30	DC24	2.0	70%	G
569304	100	96.5	346	19.7	30	DC24	3.6	70%	G
569306	150	142.2	908	19.7	30	DC24	3.6	70%	G

Kv = The number of m³ per hour of 20° C water at 1 bar pressure drop

\* Consult compatibility chart for other fluid media. Suitable for vacuum up to 29 inHg

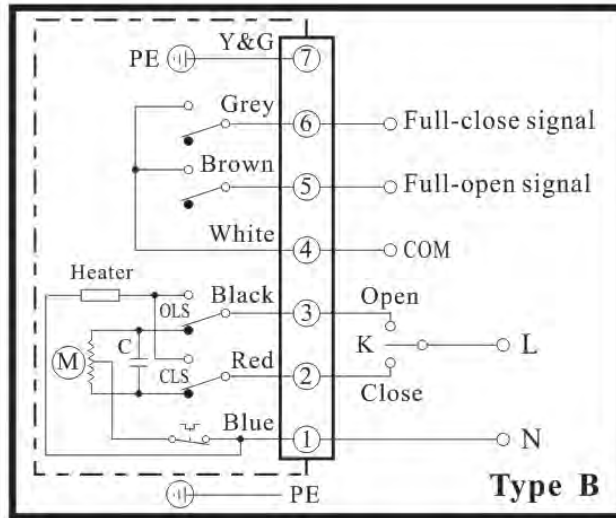
\* See P/T Chart



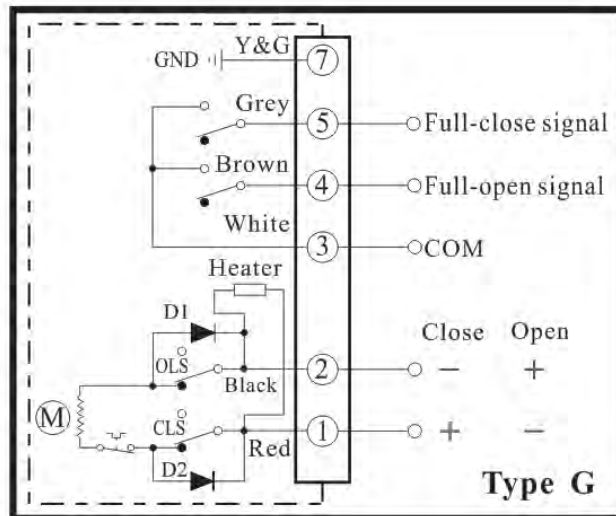
Rated value for 150 Lb body			
Temperature °F	Temperature °C	CF8M (PSI)	CF8M (bar)
-20.2 to 100.4	-29 to 38	275.6	19.0
199.4	93	235.0	16.2
300.2	149	214.7	14.8
399.2	204	194.4	13.4
500	260	169.7	11.7

## Electrical Wiring

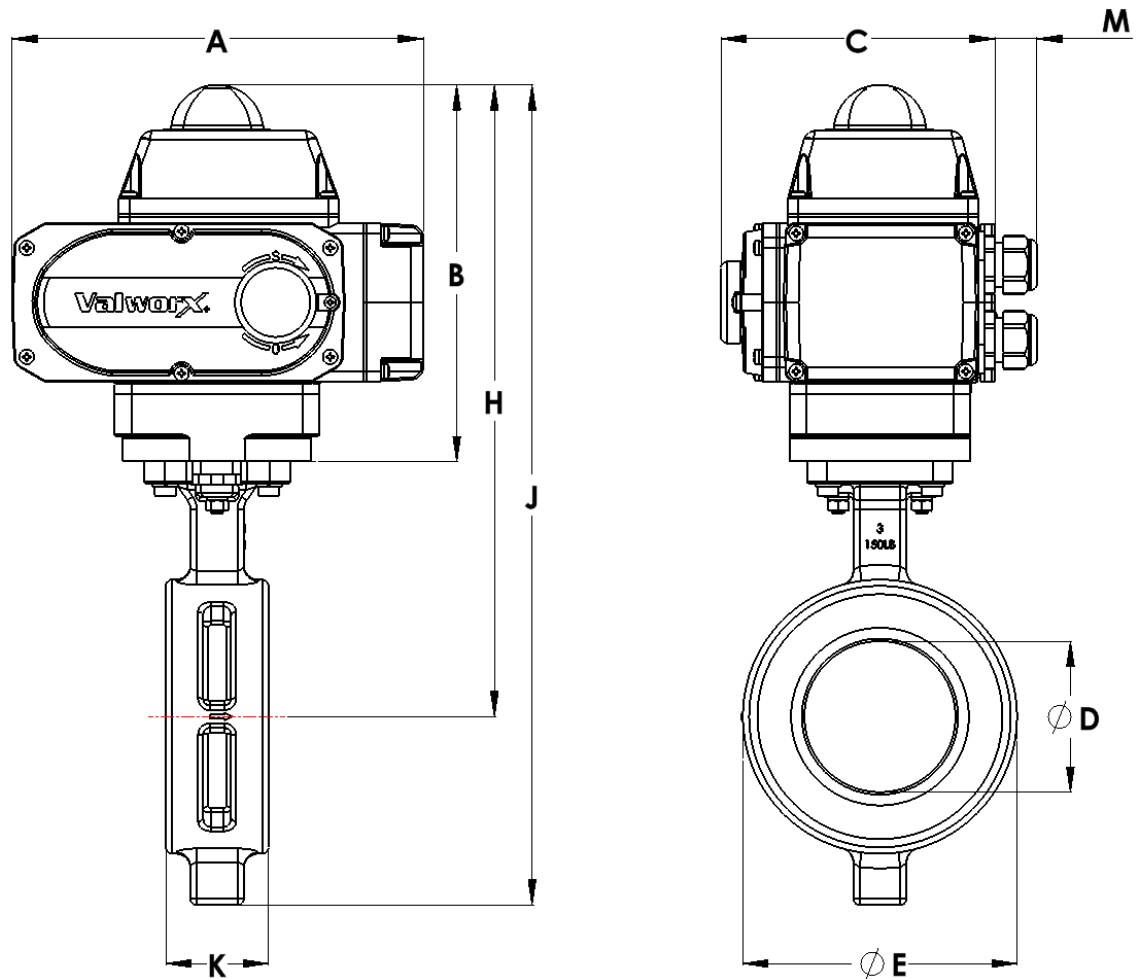
### AC Voltages



### DC Voltages



## Dimensions: (110AC)

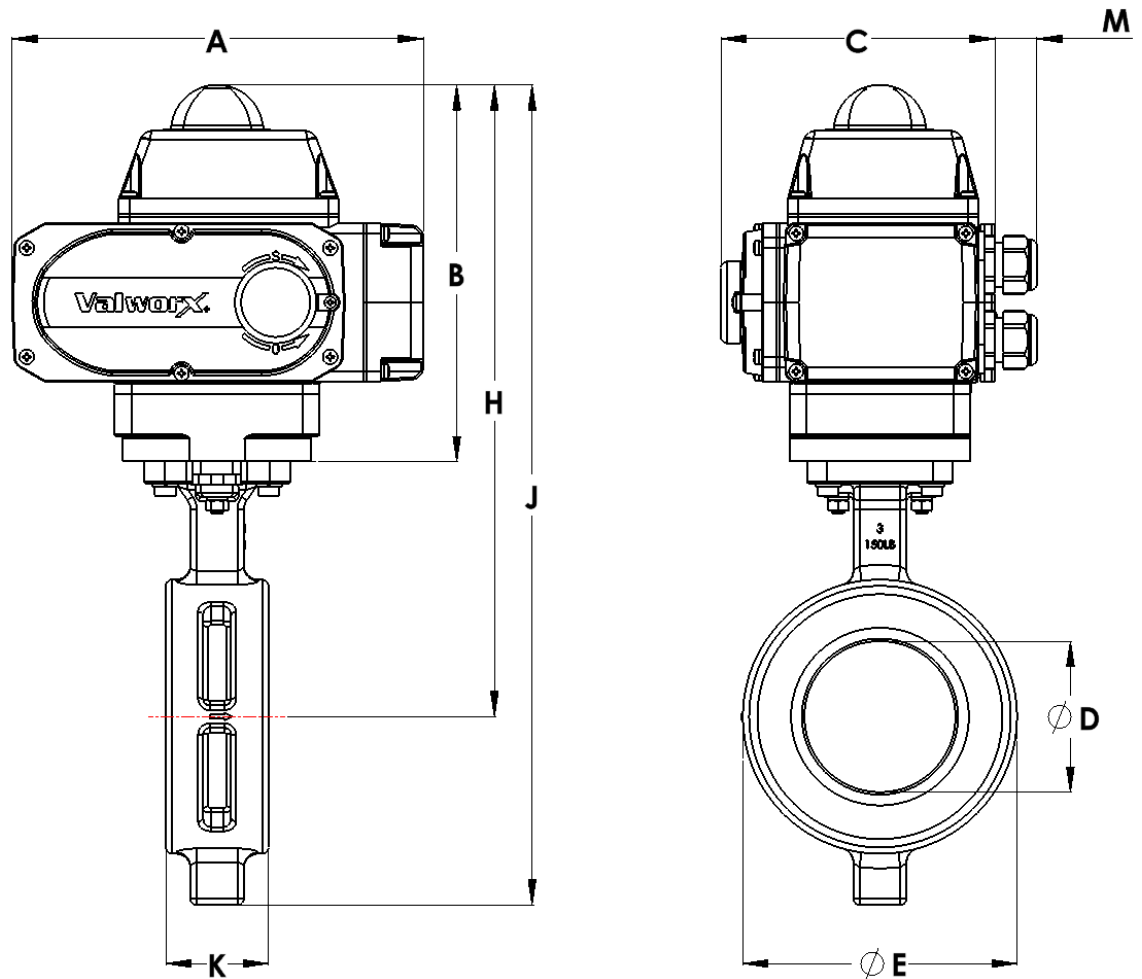


**Suitable between flanges:**

- ◆ ANSI/ASME B16.5 CLASS150
- ◆ ANSI/ASME B16.1 CLASS125
- ◆ EN1092 PN10, PN16
- ◆ JIS B 2239 10K, 16K
- ◆ BS 10 Table D, Table E

Pipe Size		A	B	C	D	E	H	J	K	M	Weight (AC)
<b>3</b>	inch	<b>7.7</b>	<b>7.1</b>	<b>5.0</b>	<b>2.8</b>	<b>5.2</b>	<b>11.9</b>	<b>15.4</b>	<b>1.9</b>	<b>1.0</b>	<b>18.7 lb</b>
	mm	<b>195.6</b>	<b>180.3</b>	<b>127.0</b>	<b>72</b>	<b>131</b>	<b>302.3</b>	<b>391.2</b>	<b>49</b>	<b>25.4</b>	<b>8.4 kg</b>
<b>4</b>	inch	7.7	7.1	5.0	3.7	6.1	12.4	16.5	2.1	1.0	21.9 lb
	mm	195.6	180.3	127.0	94	155	315.0	419.1	54	25.4	9.9 kg
<b>6</b>	inch	10.1	8.5	6.4	5.5	8.5	15.1	20.5	2.2	1.0	45.4 lb
	mm	256.5	215.9	162.6	140	216	383.5	520.7	57	25.4	20.5 kg
<b>8</b>	inch	10.1	8.5	6.4	7.3	10.6	16.3	23.1	2.5	1.0	57.8 lb
	mm	256.5	215.9	162.6	185	270	414.0	586.7	64	25.4	26.1 kg

## Dimensions: (24DC)



**Suitable between flanges:**

- ◆ ANSI/ASME B16.5 CLASS150
- ◆ ANSI/ASME B16.1 CLASS125
- ◆ EN1092 PN10, PN16
- ◆ JIS B 2239 10K, 16K
- ◆ BS 10 Table D, Table E

Pipe Size		A	B	C	D	E	H	J	K	M	Weight (DC)
<b>3</b> <b>DN80</b>	inch	7.7	7.1	5.0	2.8	5.2	11.9	15.4	1.9	1.0	18.7 lb
	mm	195.6	180.3	127.0	72	131	302.3	391.2	49		8.4 kg
<b>4</b> <b>DN100</b>	inch	10.1	8.5	6.4	3.7	6.1	13.8	17.9	2.1	1.0	21.9 lb
	mm	256.5	215.9	162.6	94	155	350.5	454.7	54		9.9 kg
<b>6</b> <b>DN150</b>	inch	10.1	8.5	6.4	5.5	8.5	15.1	20.5	2.2	1.0	45.4 lb
	mm	256.5	215.9	162.6	140	216	383.5	520.7	57		20.5 kg



**Attachment B (Schedule of Fees / Rate Card)**

*Invitation for Sealed Bids*

**MIDWEST CITY MUNICIPAL AUTHORITY**

100 N. MIDWEST BLVD.  
MIDWEST CITY, OKLAHOMA 73110

Write legibly in ink or use typewriter.

Published In  
**Journal Record**

Dates Advertised  
**Tuesday, October 3, 2023**  
**Tuesday, October 10, 2023**

Bids must be in the Office of the City Clerk By:  
**Tuesday, October 24, 2023 no later than 2:00 p.m.**

**IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.**

	<b>Description</b>	<b>Days</b>	<b>Labor (\$)</b>	<b>Contractor Supplied Material (\$)</b>	<b>Equipment (\$/day)</b>	<b>Total (\$)</b>
1	West Reactor Drainage and Cleaning	30	80,000	2,000	25,000	107,000
2	Pilot installation	10	28,000	4,000	30,000	62,000
3	Bid Price (Totals)	40	108,000	6,000	55,000	169,000

THE MIDWEST CITY MUNICIPAL AUTHORITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

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

REPLACEMENT WILL BE COMPLETED IN 60 DAYS OR LESS FROM DATE OF ORDER. DATED THIS 20 DAY OF October, 2023.

FIRM Howard Construction, Inc BY Michael Howard

ADDRESS PO Box 1685 TITLE President  
Ardmore, OK 73402

Accepted by the MIDWEST CITY MUNICIPAL AUTHORITY this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

\_\_\_\_\_  
SARA HANCOCK, Secretary

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
DON MAISCH, City Attorney



**Attachment C (Service Provider's Team)**



**HOWARD CONSTRUCTION, INC.**  
**P.O. Box 1685, Ardmore, OK 73402**  
**402 I Street, Ardmore, OK 73401**  
"SINCE 1967"  
**(580) 226-4700 Fax (580) 798-5077**

GENERAL INFORMATION

CONTACTS:

Michael D. Howard - 580-221-8783 [michael@howardconstruct.com](mailto:michael@howardconstruct.com)

Ferral D. Howard - 580-221-3492

Clayton D. Howard - 580-504-9770 [clayton@howardconstruct.com](mailto:clayton@howardconstruct.com)

Federal I.D. Number - 73-1065201

DUNS Number - 091600890

SAMS Number - 851X9

Year Founded - 1967

Year Incorporated - 1979

State of Incorporation - Oklahoma

Forward all written correspondence and/or billing to:

PO Box 1685

Ardmore, OK 73402

[michael@howardconstruct.com](mailto:michael@howardconstruct.com)

Deliveries: Shop and Yard

1503 Meridian

Ardmore, OK 73401

Insurance and Bonding:

Rickets-Fennell and Associates

130 B Street SW

Ardmore, OK 73401

580-223-4343

Contact: Kim Kingery - [kkingery@ricketsfennell.com](mailto:kkingery@ricketsfennell.com)

**Attachment D (Insurance)**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Ricketts Fennell & Associates, LLC
CONTACT NAME: Kelly R Hitt
PHONE: (580) 223-4343
FAX: (580) 223-4848
E-MAIL ADDRESS: khitt@rickettsfennell.com
INSURER(S) AFFORDING COVERAGE: EMC Property & Casualty Company
INSURER B: Employers Mutual Casualty Comp
NAIC #: 21415

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Leased/Rented Equip, and Hired Auto Physical.

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

CERTIFICATE HOLDER CANCELLATION

Midwest City Municipal Authority
100 N. Midwest Boulevard
Midwest City, OK 73110
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]



## MEMORIAL HOSPITAL AUTHORITY AGENDA

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

November 14, 2023 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

- A. CALL TO ORDER.
- B. 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 Council member requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.
1. Discussion, consideration and possible action to approve the October 24, 2023 meeting minutes. (Secretary - S. Hancock)
  2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Hospital Authority Fund, revenues/Transfers In (90) \$144,375; expenditures/Transfers Out (90) \$102,278. (Finance - T. Cromar)
- C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. 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.



CONSENT AGENDA



Notice for the Midwest City 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

October 24, 2023

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 7:02 PM with the following members present:

Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Rick Dawkins	Trustee Rick Favors	Authority Attorney Don Maisch

### DISCUSSION ITEMS.

**1. Discussion, consideration and possible action to approve the September 26, 2023 meeting minutes.**

Eads made a motion to approve the minutes, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: none. Motion Carried.

**2. Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.**

No Action Needed.

**3. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Memorial Hospital Authority declaring 8800 – 8832 SE 29th Street (a/k/a +/- 12.85 acres located in the Northeast Quarter of Section 14, Township 11 North, Range 2 West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma) as surplus; and amending and/or approving that certain “Option to Purchase”, by and Between the Midwest City Memorial Hospital Authority and Sooner Investment Group, Inc. (the “Option to Purchase”); Authorizing and directing execution and delivery of the Option to Purchase; and containing other provisions relating thereto.**

R. Coleman addressed the Council. Dawkins made a motion to approve Resolution HA2023-05 and enter into the Purchase Option Agreement, seconded by Reed. Voting Aye: Eads, Byrne, Dawkins, Reed, Bana, Favors and Dukes. Nay: 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 7:06 PM.

ATTEST:

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

\_\_\_\_\_  
SARA HANCOCK, Secretary



**Finance**

100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: (405) 739-1245  
[tcromar@MidwestCityOK.org](mailto:tcromar@MidwestCityOK.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees of the  
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: November 14, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2023-2024, increase: Hospital Authority Fund, revenues/Transfers In (90) \$144,375; expenditures/Transfers Out (90) \$102,278.

The first supplement is needed to budget return of unused Hospital Authority Grant matching funds from Reimbursed Projects Fund. The second supplement is needed to increase budget for transfers from Compounded Principal Division to Discretionary and Hospital Authority Grants Divisions to amount of actual transfers.

*Tiatia Cromar*

Finance Director



## SUPPLEMENTS

**November 14, 2023**

Fund MWC HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Transfers In	42,097			
		<u>42,097</u>	<u>0</u>	<u>0</u>	<u>0</u>

**Explanation:**  
To budget return of unused Hospital Authority Grant matching funds from Reimbursed Projects Fund.

Fund MWC HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Transfers In	102,278			
90	Transfers Out			102,278	
		<u>102,278</u>	<u>0</u>	<u>102,278</u>	<u>0</u>

**Explanation:**  
To increase budget for transfers from Compounded Principal Division to Discretionary and Hospital Authority Grants Divisions to amount of actual transfers.



NEW BUSINESS/  
PUBLIC DISCUSSION

