



CITY OF MIDWEST CITY MEETINGS

FOR JULY 27, 2021

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- Meetings will be streamed live on the City of Midwest City's (MWC) YouTube channel: <http://bit.ly/CityofMidwestCity> with the recording available within 48 hours.
 - The meeting minutes can be found on MWC's website in the Agenda Center: www.midwestcityok.org/meetings.
 - To make a special assistance request, call 739-1213 or email bbundy@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.
 - The Council will go directly into MWC meetings down in the Council Chambers of City Hall located at 100 N. Midwest Blvd., MWC, OK 73110 at 6:00 PM. However, they will informally gather at or after 5:00 PM in the Chamber for dinner, but no MWC Council business will be discussed or acted upon. Meals and drinks will only be provided to the City Council and staff.
 - We strongly encourage Midwest City residents and business owners to stay informed with community announcements, events, meetings and projects by going to midwestcityok.org and exploring "Your Community" to sign up for notifications and to report concerns and issues.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

July 27, 2021 – 6:00 PM

Presiding members: Mayor Matt Dukes

Ward 1 Susan Eads

Ward 4 Sean Reed

City Manager Tim Lyon

Ward 2 Pat Byrne

Ward 5 Christine Allen

City Clerk Sara Hancock

Ward 3 Española Bowen

Ward 6 Rick Favors

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Councilmember Sean Reed
- Community-related announcements and comments
- Mayoral Proclamations for City Retiree Todd Cantrell and Lakes Appreciation Month

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

1. Discussion and consideration for adoption, including any possible amendment of, the June 22, 2021 meeting minutes. (City Clerk, S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of June 2021. (Finance - T. Cromar)
3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: General Fund, revenue/Transfers In (00) \$345,000; expenditures/Transfers Out (00) \$56,000. Police Fund, revenue/Transfers In (00) \$244,020. Fire Fund, revenue/Transfers In (00) \$107,612. Street Light Fee Fund, expenditures/General Government (14) \$11,000. L & H Benefits Fund, expenditures/Personnel Department (03) \$160,000. Sales Tax Capital Improv. Fund, expenditures/Transfers Out (00) \$59,000. Capital Improvements Fund, revenue/Transfers In (00) \$59,000. (Finance - T. Cromar)
4. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: General Gov't Sales Tax Fund, expenditures/General Government (14) \$61,047. Reimbursed Projects Fund, expenditures/General Government (14) \$66,500; expenditures/Hidden Creek (48) \$15,000. G. O. Debt Services Fund, revenues/Taxes (00) \$3,043,085; revenues/Investment Interest (00) \$11,963. (Finance - T. Cromar)

5. Discussion and consideration of passing and approving, including any possible amendment of a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budgets for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budgets as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments cancelled at the close of day June 30, 2021. (Finance - T. Cromar)
6. Discussion and consideration of adoption, including any possible amendment, of a contract with RSM US LLP to perform an audit of Midwest City's FY 2020-2021 financial statements in amount not to exceed \$75,500 and only if required \$4,500 for each major Federal program. (Finance - T. Cromar)
7. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
8. Discussion and consideration of approving, including any possible amendment, a resolution nominating Mayor Matthew D. Dukes II as a Board member for the District 8 seat on the Oklahoma Municipal League Board of Directors. (City Manager - T. Lyon)
9. Discussion and consideration of approving, including any possible amendment, a resolution casting a vote for Troy Bradley as a Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) Board to fill the expiring term of Trustee Representative for District 6. (City Manager - T. Lyon)
10. Discussion and consideration for adoption, including any possible amendment, of approving a two-year renewal of the current "Addendum to Video Services Agreement" between AT&T and the City of Midwest City to be in effect until August 1, 2023. (City Attorney - D. Maisch)
11. Discussion and consideration for adoption, including any amendments, of a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request. (City Attorney - D. Maisch)
12. Discussion, consideration and possible action to amend and/or enter into a professional services agreement with Tunnell, Spangler & Associates, Inc. d/b/a TSW, in an amount not to exceed \$80,000 for planning and economic/market analysis services to create a revitalization plan and overlay district for parts of the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, all lying in Township 12 North, Range 1 West of the Indian Meridian. (Economic Development - R. Coleman)

13. Discussion and consideration for adoption, including any possible amendment of entering into a Jail Services Agreement with the United States Armed Forces (Tinker Air Force Base) for 5 years from the date of signatures to provide housing for members of any branch of Military apprehended by Tinker AFB at the rate of \$65.00 per day not to exceed one (1) year. (Police - S. Porter)
14. Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the City of Harrah to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$65.00 per day. (Police – S. Porter)
15. Discussion and consideration of, including any possible amendment of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2021-22. (Police - S. Porter)
16. Discussion and consideration for adoption, including any amendment of renewing the Animal Welfare Emergency Services Agreement for FY 2021 - 2022 with the City of Harrah and the Town of Jones to provide emergency animal control services. (City Manager – V. Sullivan)
17. Discussion and consideration for adoption, including any possible amendment of renewing the Animal Welfare Services Agreement for fiscal year 2021-22 with the City of Harrah and Town of Forest Park for animal care services at an intake rate of \$240.00 per dog or cat being held up to seven days. (City Manager - V. Sullivan)
18. Discussion and consideration for adoption of and any amendments to 1) approval of an application and associated documents for HUD Community Development Block Grant COVID-19 (CDBG-CV2) funds available through the Oklahoma Department of Commerce (ODOC), 2) authorization of the Mayor to submit the application, associated documents and any certifications to the Oklahoma Department of Commerce, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program. (Grants Management - T. Craft)
19. Discussion and consideration of, including any possible amendment, granting various Temporary Easements to The Midwest City Municipal Authority, a public trust, across a certain parcels of land located within the corporate boundaries of Midwest City in the (SW/4) Southwest Quarter of Section Thirty Five (35), Township Twelve (12) North, Range Two (2) West and the North Half (N/2) of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - B. Bundy)

- [20.](#) Discussion and consideration of, including any possible amendment, accepting nine (9) grants of Temporary Easement from various grantors, across certain parcels of land located within the corporate boundaries of Midwest City in the South Half (S/2) Section Thirty Five (35), and the Southwest Quarter (SW/4) of Section Thirty Six (36), of Township Twelve (12) North, Range Two (2) West and the Northwest Quarter (NW/4) of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - B. Bundy)
- [21.](#) Discussion and consideration of appointing, including any possible amendment, of James McQuillar to the Metropolitan Library Commission as the Midwest City representative for a three-year term ending on July 23, 2024. (City Manager - T. Lyon)
- [22.](#) Discussion and consideration of appointing, including any possible amendment, Wade Moore to the Urban Renewal Authority for a three year term ending July 23, 2024. (City Manager - T. Lyon)
- [23.](#) Discussion and consideration for adoption, including any amendment of declaring city vehicle unit 05-02-10, a 1999 Dodge 1500, VIN number IB7HC16Z6XS306608, total loss value is \$3,105.00 minus our \$1,000 deductible for a total of \$2,105.00 surplus to OMAG. (City Manager - T. Lyon)
- [24.](#) Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary. (Information Technology - A. Stephenson)
- [25.](#) Discussion and consideration for adoption declaring one (1) HID Fargo HDP 5000 ID Card Printer and one (1) HID HDP Laminator as surplus and authorizing disposal of all by public auction, sealed bid or destruction, if necessary. (Police - S. Porter)
- [26.](#) Discussion and consideration for adoption, including any possible amendment, of declaring various volumes of the Oklahoma Statutes, a stair-stepper, and various 3-ring binders as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary. (City Attorney - D. Maisch)
- [27.](#) Discussion and consideration for adoption, including any possible amendment of, declaring a Neopost electronic letter opener and (2) filing cabinets, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)

D. DISCUSSION ITEMS.

- [1.](#) (PC – 2082) Public hearing with discussion and consideration for adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Administrative and Professional Offices, Retail Sales and Services: General, and Medical Services: General in the Hospitality District, for the property described as a part of the NW/4 of Section 9, T-11-N, R-2-W, located at 1732 South Sooner Road. (Community Development - B. Harless)

- [2.](#) Public hearing with discussion and consideration for adoption, including any possible amendment of an appeal filed by the owner of the property located at 9419 Peachtree Lane for the notice and order to abate tall grass and weeds. (Neighborhood Services - M. Stroh)
 - [3.](#) Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 8 Animals and Fowl, Article I, In General, Section 8-2, Definitions; Creating a new ordinance at Chapter 8, Animals and Fowl, Article XI, Commercial Animal Establishments; Section 8-200 through 8-205; and providing for repealer and severability. (City Attorney - D. Maisch)
 - [4.](#) Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 27 Nuisances, Article I, In General, Section 27-1, Definitions; Section 27-2, Declared Unlawful; Penalties; Section 27-14, Collection and Donation Boxes; and providing for repealer and severability. (City Attorney - D. Maisch)
 - [5.](#) Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous, Article I, In General, Section 28-11, Warrant Processing Fee; and providing for repealer and severability. (Police - S. Porter)
 - [6.](#) Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 36, Private Security, Article III, Security Alarm Systems, Section 36-32; and providing for repealer and severability. (Police - S. Porter)
 - [7.](#) Discussion and consideration for adoption, including any possible amendment of an ordinance amending Midwest City Code, Chapter 37, Streets and Sidewalks, Article III, Section 37-63, Design Standards for Ingress and Egress Facilities; and Section 37-71, Table 4; and providing for repealer and severability. (Community Development - B. Bundy)
 - [8.](#) Discussion and consideration for adoption, including any possible amendment of, an ordinance amending Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article II, Water Rates and Charges, Section 43-63 (a)(1) through (4), Water Rates inside city; and providing for repealer and severability. (Public Works - P. Streets)
- E. PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.

F. NEW BUSINESS. 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.

G. EXECUTIVE SESSION.

1. Discussion and consideration for adoption, including any possible amendment, of entering into executive session as allowed under 25 O.S, § 307(B)(4) to discuss pending claims or actions where public body, at the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claims or conduct pending litigation or proceedings in the public interest. (City Manager - T. Lyon)
2. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)

H. FURTHER INFORMATION.

1. The June 2021 Building Report (Community Development—B. Harless)

I. 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

June 22, 2021

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

Mayor Matt Dukes called the meeting to order at 6:01 PM with following members present:

<i>Ward 1 Susan Eads- Absent</i>	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Christine Allen	City Clerk Sara Hancock
Ward 3 Española Bowen	Ward 6 Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Española Bowen. Staff and Council made Community-related announcements.

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, as submitted, with exception to pull items #4 and #24, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment of the June 8, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of May 2021.
3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: General Fund, expenditures/Transfers Out (00) \$860,294. Police Fund, revenue/Transfers In (00) \$235,368. Fire Fund, revenue/Transfers In (00) \$279,926. General Fund, expenditures/Swimming Pools (19) \$23,000. Urban Renewal Authority, expenditures/Urban Renewal (93) \$98. L & H Benefits Fund, expenditures/Personnel Department (03) \$200,000. Sales Tax Capital Improv. Fund, expenditures /Transfers Out (00) \$270,000. Capital Improvements Fund, revenue/Transfers In (00) \$60,000. Fire Capitalization Fund, expenditures/Transfers Out (64) \$136,094. 2018 Election GO Bonds Fund, revenue/Transfers In (64) \$136,094; expenditures/Fire Dept (64) \$136,094. 2018 Election GO Bonds Fund, revenue/Intergovernmental (06) \$1,030,000; expenditures/Park & Recreation (06) \$1,030,000.
4. **Discussion and consideration for adoption, including any possible amendment, of approving the cancellation of uncashed checks from 2015 to 2017.** After Council and Staff discussion, Reed made motion to approve, as submitted, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried.
5. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.

6. Discussion and consideration of renewing an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation, and general liability programs for the 2021-2022 fiscal year for the amount of \$42,000 per year. There are no changes from the current contract and the proposed contract.
7. Discussion and consideration of renewing excess general liability insurance coverage with States Self-Insurers Risk Retention Group, Inc. for the City of Midwest City's general liability self-insurance plan for the 2021-2022 fiscal year at an annual cost of \$125,975 for a self-insured retention of \$250,000 per occurrence.
8. Discussion and consideration of renewing excess workers compensation coverage with Safety National for the City of Midwest City's Workers' Compensation Self-Insurance Plan for the 2021-2022 fiscal year at an annual cost of \$161,980 for self-insured retention of \$450,000 per claim for all employees.
9. Discussion and consideration of renewing a property insurance policy from Oklahoma Municipal Assurance Group (OMAG) with a \$10,000 deductible, including wind and hail for the premium rate of \$295,352 and the Vehicle and Equipment Policy with a \$1,000 deductible for comprehensive and collision coverage, including auto liability at a premium rate of \$145,480 for fiscal year 2021-2022.
10. Discussion and consideration for adoption, including any possible amendment, of an agreement between Mid-Del Youth and Family Center, Inc. (Mid-Del) and the City of Midwest City (City) for Emergency Youth Shelter, Counseling, Juvenile Diversionary Program, Training/Consultation and Community Education and Domestic Violence Advocacy/Counseling Services provided by Mid-Del in an amount not to exceed \$50,000 for fiscal year 2021-22.
11. Discussion and consideration for adoption, including any possible amendment of renewing the Animal Welfare Services Agreement for fiscal year 2021-22 with the City of Nicoma Park, City of Choctaw, and City of Spencer for animal care services at an intake rate of \$240.00 per dog or cat being held up to seven days.
12. Discussion and consideration for adoption, including any possible amendment of renewing the Animal Welfare Emergency Services Agreement for fiscal year 2021-22 with the City of Nicoma Park and City of Choctaw to provide emergency animal control services.
13. Discussion and consideration of renewing the Fire Equipment Agreement with the Board of County Commissioners of Oklahoma County for FY 21-22 to provide certain firefighting equipment in exchange for furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County.
14. Discussion and consideration for adoption, including any possible amendment of, awarding a contract to W.L. McNatt for remodeling 8201 E. Reno (Fire Department Headquarters) in the amount of \$898,500.
15. Discussion and consideration of adoption, including any possible amendment of, a contract for FY 21-22 in the amount of \$185,115 with Central Oklahoma Transportation and Parking Authority (COTPA) for the provision of EMBARK Route 15 bus service in Midwest City.

16. Discussion and consideration for adoption, including any possible amendment, of a Memorandum of Understanding for 2021-22 in the amount of \$75,000 with the Boys and Girls Clubs of Oklahoma County Inc. for the operation of a club site at Steed Elementary School, located at 2118 Flannery Drive in Midwest City.
17. Discussion and consideration of approving and including any possible amendment of a Public Safety Answering Point Agreement with SSM Health-St. Anthony Hospital-Midwest to continue to provide dispatching services for SSM Health-St. Anthony Hospital- Midwest Ambulance Service from July 1, 2021 through June 30, 2022 for \$220,774.80 per year.
18. Discussion and consideration for adoption, including any possible amendment of renewing for fiscal year 2021-2022 the maintenance agreements with ImageNet Consulting in the amount of \$38,677.10 for Laserfiche maintenance; Tyler Technologies in an amount not to exceed \$155,016.66 for software maintenance in connection with the Police, 911, and Court; CentralSquare in the amount of \$100,324.36 for hosted Naviline services for the City.
19. Discussion and consideration of renewing the utility bill production agreement with Dataprose, LLC contract, without modifications, for Fiscal Year 21-22.
20. Discussion and consideration for adoption, including any possible amendment of renewing for fiscal year 2021-2022 the maintenance agreement with Azteca Systems, LLC, Environmental Systems Research Institute (ESRI) in the total amount of \$217,166.
21. Discussion and consideration for adoption, including any possible amendment of an agreement with Oklahoma Gas and Electric (OG&E) in the amount of \$67,919 for the purposes of relocating a conflicting primary feed in the W.P. Bill Atkinson Park, a 2018 General Obligation Project.
22. Discussion and consideration for adoption, including any possible amendment of an agreement with Oklahoma Gas and Electric (OG&E) in the amount of \$26,135 for the purposes of relocating an existing aerial crossing to a prepared underground crossing of the W.P. Bill Atkinson Park, a 2018 General Obligation Project.
23. Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the City of Choctaw, City of Spencer, and the town of Forest Park to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$65.00 per day per entity.
24. **Discussion and consideration for adoption, including any possible amendment of entering into a Jail Services Agreement with the Board of County Commissioners of Oklahoma County and the Oklahoma Criminal Justice Authority of Oklahoma County for fiscal year 2021-22 to provide for the incarceration of City prisoners and “Hold for State” prisoners within the Oklahoma County Jail under the custody of County officials at the rate of \$47.01 per day per prisoner.** After Council and Staff discussion, Reed made motion to approve, as submitted, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried.

25. Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the City of Nicoma Park to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$65.00 per day.
26. Discussion and consideration of adoption, including any possible amendment of renewing the contracts with Barnes Wrecker Service, Inc. and McConnell's Body Shop & Towing to provide the City of Midwest City, upon its request, with towing and vehicle storing services.
27. Discussion and consideration of adoption, including any possible amendment of Change Order Number 2 to the contract agreement with Downey Contracting L.L.C. for the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$180,484.20.
28. Discussion and consideration for adoption, including any possible amendment of renewing contracts for FY 21-22 with Midstate Traffic Control, Inc. for traffic signal maintenance and Unifirst Holdings, Inc. for uniforms.
29. Discussion and consideration of adoption, including any possible amendment to the renewal of the following contracts for fiscal year 2021-2022 with Guy Engineering, Inc. for the design of Federal Aid Project Bridge and Guy Engineering, Inc. for the design of the Pedestrian Bridge and Rail Repairs on Reno Avenue and Garver Engineering, Inc. for the design of the Booster Pump Station and Clearwell.
30. Discussion and consideration for adoption, including any possible amendment of declaring the following equipment from Street Department: (2) Stihl Backpack Blowers, (1) Stihl Edger, (1) Blower (hand held), (1) 1-Pro Lift Hydraulic Mower Jack and (1) Mower Jack (hand cranked) as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.
31. Discussion and consideration for adoption, including any possible amendment, of amendment number one (1) to consulting contract for architectural and engineering services with PDG, LLC. d.b.a. Heckenkemper Golf Course Design associated with the renovation of John Conrad Regional Golf Course, in the amount of \$27,600.00 for a new total contract amount not to exceed \$398,600.00.
32. Discussion and Consideration for adoption, with possible amendment, for Amendment No. 8 and Amendment No. 9, both to the construction management contract with CMSWillowbrook Inc. for the Delta Midwest City Public Areas Renovation in an amount not to exceed \$1,115,018.05.

DISCUSSION ITEMS.

1. **(PC – 2079) Discussion and consideration for adoption, including any possible amendment of the Replat of Lot 7, Block 8 of the Pointon City Second Addition, described as a part of the NE/4 of Section 6, T11N, R1W and addressed as 10506 Bellview Drive.** Harless addressed the Council. Favors made a motion to approve the replat, as submitted, seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried

2. **(PC – 2080) Discussion and consideration for adoption, including any possible amendment of the Sheraton/Reed Center Addition to Aviation Acres, a Replat of Lots 1-8, Lot 20 and Part of Lot 19, Block 4 & part of Lots 39, 40 and 41, Block 1, Aviation Acres & part of Block 2, Amend's Amended Plat & Part of Vacated Tinker Road (Trosper Road) described as a part of the NW/4 of Section 9, T11N, R2W.** After Staff and Council discussion, Byrne made motion to approve the replat, as submitted, seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried.
3. **(PC - 2081) Discussion and consideration of adoption, including any possible amendments of the Replat of Lot 7 of the Traubs Second Addition described as a part of the SW 4 of Section 7, T11N, R1W and addressed as 2608 S. Post Rd.** Harless and applicant, Jim McWhirter with Buddy, addressed the Council. Favors made motion to approve the replat, as submitted, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried.

At 6:22 PM Reed made a motion to recess, seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried.

At 6:25 PM Reed made a motion to return, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried.

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

EXECUTIVE SESSION.

1. **Discussion and consideration for adoption, including any possible amendment, of entering into executive session as allowed under 25 O.S. § 307(B)(4) to discuss pending claims or actions where public body, at the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claims or conduct pending litigation or proceedings in the public interest.**
2. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the City manager/administrator to take action as appropriate based on the discussion in executive session.**

At 6:26 PM, Reed made a motion to enter the Executive Sessions, seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried.

At 6:56 PM, Reed made a motion to return to open session, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried.

Reed made a motion to proceed as discussed, seconded by Favors. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Dukes. Nay: None. Absent: Eads. Motion carried.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 6:56 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/ City Treasurer

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of June 2021.

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

Police Capitalization (21) decreased due to the purchase of:
Vehicles <\$539,925>

Capital Imp Rev Bond (250) decreased because of the payment for:
Reimbursement of hotel construction <\$1,042,204>

2018 Election G.O. Bond (270) increased due to the issuance of \$9,055,000 Series 2021A General Obligation Bonds.

2018 G.O. Bonds Proprietary (271) decreased because of the payments for:
Various Capital Outlay <\$1,970,018>

Sooner Rose TIF (352) decreased due to the payment for:
Debt service <\$1,205,727>

MWC Hospital Authority (425) activities for June:

Compounded Principal (9010) - unrealized gain on investment	\$2,448,492
- prepaid rent adjustment	\$6,203,790
Discretionary (9050) - unrealized gain on investment	\$692,525

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending June, 2021

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2020 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	4,541,773	-	3,692,885	2,792,470	(1,943,582)	848,888	4,541,773
10	GENERAL	10,566,214	(162,117)	7,257,964	42,277,433	(39,131,300)	3,146,133	10,404,097
11	CAPITAL OUTLAY RESERVE	741,398	-	878,312	4,134	(141,049)	(136,914)	741,398
13	STREET AND ALLEY FUND	1,617,200	-	1,615,489	569,852	(568,142)	1,711	1,617,200
14	TECHNOLOGY FUND	433,563	-	207,826	381,889	(156,152)	225,737	433,563
15	STREET LIGHT FEE	1,747,738	-	1,874,909	596,336	(723,507)	(127,171)	1,747,738
16	REIMBURSED PROJECTS	1,055,221	-	1,247,928	151,692	(344,399)	(192,707)	1,055,221
17	29TH & DOUGLAS PROPERTY	291	-	288	2,726	(2,723)	3	291
20	MWC POLICE DEPARTMENT	8,840,718	-	5,969,836	17,802,238	(14,931,356)	2,870,882	8,840,718
21	POLICE CAPITALIZATION	724,080	-	448,160	1,427,763	(1,151,843)	275,920	724,080
25	JUVENILE FUND	38,163	-	27,943	85,571	(75,351)	10,220	38,163
30	POLICE STATE SEIZURES	87,864	-	72,260	20,472	(4,868)	15,604	87,864
31	SPECIAL POLICE PROJECTS	87,241	-	93,392	6,692	(12,843)	(6,151)	87,241
33	POLICE FEDERAL PROJECTS	48,467	-	49,067	105	(705)	(600)	48,467
34	POLICE LAB FEE FUND	25,123	-	23,424	9,021	(7,323)	1,699	25,123
35	EMPLOYEE ACTIVITY FUND	24,737	(60)	20,356	10,176	(5,855)	4,321	24,677
36	JAIL	148,088	-	144,218	45,443	(41,572)	3,871	148,088
37	POLICE IMPOUND FEE	114,337	-	109,036	46,097	(40,796)	5,300	114,337
40	MWC FIRE DEPARTMENT	5,798,224	(4)	4,029,690	13,740,166	(11,971,636)	1,768,530	5,798,220
41	FIRE CAPITALIZATION	1,263,814	-	1,180,917	645,548	(562,651)	82,897	1,263,814
45	MWC WELCOME CENTER	337,160	3	353,512	161,047	(177,396)	(16,349)	337,163
46	CONV / VISITORS BUREAU	276,171	-	184,975	288,035	(196,839)	91,197	276,171
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	710,068	-	614,336	470,848	(375,116)	95,732	710,068
61	STORM WATER QUALITY	1,183,745	-	1,014,388	776,266	(606,909)	169,357	1,183,745
65	STREET TAX FUND	1,868,157	-	1,840,981	525,868	(498,691)	27,176	1,868,157
70	EMERGENCY OPER FUND	838,966	-	765,195	582,706	(508,935)	73,771	838,966
75	PUBLIC WORKS ADMIN	630,577	-	647,055	1,072,593	(1,089,070)	(16,477)	630,577
80	INTERSERVICE FUND	718,232	-	638,120	2,637,533	(2,557,420)	80,113	718,232
81	SURPLUS PROPERTY	574,805	(455,596)	108,739	53,770	(43,300)	10,470	119,209
115	ACTIVITY FUND	359,357	(402)	351,549	84,737	(77,331)	7,406	358,955
123	PARK & RECREATION	723,350	(150)	639,507	606,324	(522,631)	83,693	723,200
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	887,657	(887,657)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	169,787	-	142,535	147,408	(120,155)	27,252	169,787
143	GRANT FUNDS	6,461,547	(6,401,547)	60,000	16,367,070	(16,367,070)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending June, 2021
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2020 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,538,212	-	2,523,375	889,360	(874,523)	14,837	2,538,212
172	CAP. WATER IMP-WALKER	1,703,191	-	1,440,837	468,685	(206,332)	262,353	1,703,191
178	CONST LOAN PAYMENT REV	3,443,928	(15,358)	2,876,857	725,133	(173,420)	551,713	3,428,570
184	SEWER BACKUP FUND	80,124	-	83,771	406	(4,053)	(3,646)	80,124
186	SEWER CONSTRUCTION	5,520,887	(175,000)	4,285,350	1,442,141	(381,604)	1,060,537	5,345,887
187	UTILITY SERVICES	466,008	(924)	494,006	1,082,351	(1,111,273)	(28,922)	465,084
188	CAP. SEWER IMP.-STROTH	746,433	-	121,949	677,952	(53,469)	624,483	746,433
189	UTILITIES CAPITAL OUTLAY	2,224,450	(96,026)	3,009,651	814,840	(1,696,066)	(881,226)	2,128,425
190	MWC SANITATION DEPARTMENT	4,703,029	-	3,020,287	7,543,317	(5,860,576)	1,682,741	4,703,029
191	MWC WATER DEPARTMENT	3,857,782	-	2,749,260	6,947,265	(5,838,742)	1,108,522	3,857,782
192	MWC SEWER DEPARTMENT	2,796,541	(84)	1,282,446	7,188,706	(5,674,695)	1,514,011	2,796,457
193	MWC UTILITIES AUTHORITY	951,918	-	952,584	4,650	(5,316)	(666)	951,918
194	DOWNTOWN REDEVELOPMENT	584,491	(5,045)	2,364,928	8,123	(1,793,605)	(1,785,482)	579,446
195	HOTEL/CONFERENCE CENTER	288,903	(538,500)	86,188	1,857,681	(2,193,466)	(335,785)	(249,597)
196	HOTEL 4% FF&E	732,327	(130,576)	672,955	4,271,852	(4,343,055)	(71,203)	601,751
197	JOHN CONRAD REGIONAL GOLF	321,472	(144,987)	164,931	782,002	(770,449)	11,553	176,484
201	URBAN RENEWAL AUTHORITY	21,797	-	81,862	45,325	(105,389)	(60,065)	21,797
202	RISK MANAGEMENT	1,322,628	(37)	1,337,005	971,781	(986,194)	(14,413)	1,322,592
204	WORKERS COMP	3,795,625	-	3,342,285	953,770	(500,429)	453,340	3,795,625
220	ANIMALS BEST FRIEND	66,529	-	89,075	26,849	(49,396)	(22,546)	66,529
225	HOTEL MOTEL FUND	-	-	-	511,708	(511,708)	-	-
230	CUSTOMER DEPOSITS	1,560,821	(1,560,821)	-	7,547	(7,547)	-	-
235	MUNICIPAL COURT	103,119	(103,119)	-	438	(438)	-	-
240	L & H BENEFITS	1,485,737	(45,559)	1,519,039	9,268,664	(9,347,525)	(78,861)	1,440,177
250	CAPITAL IMP REV BOND	10,463,652	(50,556,833)	(40,099,398)	15,809,422	(15,803,206)	6,217	(40,093,181)
269	2002 G.O. STREET BOND	316,717	-	315,172	1,546	-	1,546	316,717
270	2018 ELECTION G.O. BOND	28,476,948	(233,148)	27,003,375	11,848,109	(10,607,683)	1,240,426	28,243,801
271	2018 G.O. BONDS PROPRIETARY	7,263,270	(160,123)	10,686,758	138,454	(3,722,065)	(3,583,611)	7,103,148
310	DISASTER RELIEF	9,097,811	(185,573)	1,072,308	15,920,473	(8,080,543)	7,839,930	8,912,238
340	REVENUE BOND SINKING FUND	-	-	-	6,551,421	(6,551,421)	-	-
350	G. O. DEBT SERVICES	2,410,099	(14,576)	1,877,552	3,536,560	(3,018,589)	517,971	2,395,523
352	SOONER ROSE TIF	488,227	-	1,654,228	734,192	(1,900,193)	(1,166,001)	488,227
353	ECONOMIC DEV AUTHORITY	54,477,409	(50,492,459)	2,884,708	1,462,609	(362,366)	1,100,243	3,984,950
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	125,578,183	(1,530)	94,042,461	33,521,223	(1,987,029)	31,534,194	125,576,655
425-9020	MWC HOSP AUTH-LOAN RESERVE	559,708	(559,708)	-	-	-	-	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	19,803,362	(3,867)	11,287,755	9,227,423	(715,683)	8,511,740	19,799,495
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	9,244,881	-	8,746,405	1,153,913	(655,435)	498,478	9,244,883
425-9080	MWC HOSP AUTH GRANTS	152,847	-	28,398	501,038	(376,590)	124,448	152,847
	TOTAL	360,411,268	(112,043,721)	188,309,179	252,174,615	(192,116,244)	60,058,371	248,367,550



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
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TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: General Fund, revenue/Transfers In (00) \$345,000; expenditures/Transfers Out (00) \$56,000. Police Fund, revenue/Transfers In (00) \$244,020. Fire Fund, revenue/Transfers In (00) \$107,612. Street Light Fee Fund, expenditures/General Government (14) \$11,000. L & H Benefits Fund, expenditures/Personnel Department (03) \$160,000. Sales Tax Capital Improv. Fund, expenditures/Transfers Out (00) \$59,000. Capital Improvements Fund, revenue/Transfers In (00) \$59,000.

The first through third supplements are needed to budget the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 20-21 expenditures. The fourth and fifth supplements are needed to budget for the expenditures to end FY 20-21. The sixth and seventh supplements are needed to budget for the transfers in and transfers out from the Sales Tax Capital Improvement that are directly related to sales & use tax to end FY 20-21 expenditures.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 27, 2021

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	345,000			
00	Transfers Out			56,000	
		<u>345,000</u>	<u>0</u>	<u>56,000</u>	<u>0</u>
Explanation: This supplement is to budget the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 20-21 expenditures.					

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	244,020			
		<u>244,020</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: This supplement is to budget the transfer in from General Fund/Share of Revenue to the Police to end FY 20-21 expenditures.					

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	107,612			
		<u>107,612</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: This supplement is to budget the transfer in from General Fund/Share of Revenue to the Fire to end FY 20-21 expenditures.					

Fund STREET LIGHT FEE (015)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Government			11,000	
		<u>0</u>	<u>0</u>	<u>11,000</u>	<u>0</u>
Explanation: This supplement is to budget for the expenditures to end FY 20-21. Funding to come from fund balance.					

SUPPLEMENTS

July 27, 2021

Fund L & H BENEFITS (240)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
03	Personnel Department			160,000	
		<u>0</u>	<u>0</u>	<u>160,000</u>	<u>0</u>
Explanation: This supplement is to budget for the expenditures to end FY 20-21. Funding to come from fund balance.					

Fund SALES TAX CAPITAL IMPROV. (340)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfer Out			59,000	
		<u>0</u>	<u>0</u>	<u>59,000</u>	<u>0</u>
Explanation: This supplement is to budget an increase in transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax to end FY 20-21 expenditures.					

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	59,000			
		<u>59,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: This supplement is to budget an increase in transfers in from the Sales Tax Capital Improv. that are directly related to sales & use tax to end FY 20-21 expenditures.					



Finance Department
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TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: General Gov't Sales Tax Fund, expenditures/General Government (14) \$61,047. Reimbursed Projects Fund, expenditures/General Government (14) \$66,500; expenditures/Hidden Creek (48) \$15,000. G. O. Debt Services Fund, revenues/Taxes (00) \$3,043,085; revenues/Investment Interest (00) \$11,963.

The first and second supplements are needed to cover FY 2021-2022 expenditures. The third supplement is need to budget the tax and interest revenue for FY 2021-2022.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 27, 2021

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Government			61,047	
		<u>0</u>	<u>0</u>	<u>61,047</u>	<u>0</u>
Explanation: This supplement is to budget wages \$26,400, social security \$1,347 and increase postage \$33,300 for FY 21-22 expenditures. Funding to come from fund balance.					

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Government			66,500	
48	Hidden Creek			15,000	
		<u>0</u>	<u>0</u>	<u>81,500</u>	<u>0</u>
Explanation: This supplement is to budget Gen Gov't utilities \$6,500, upkeep real property \$60,000 (Clock Tower repairs) and Credit Union upkeep real property \$15,000 for FY 21-22 expenditures. Funding to come from fund balance.					

Fund G. O. DEBT SERVICES (350)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Taxes	3,043,085			
00	Investment Interest	11,963			
		<u>3,055,048</u>	<u>0</u>	<u>0</u>	<u>0</u>
Explanation: This supplement is to budget the tax and interest revenue for FY 21-22.					



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TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 27, 2021

SUBJECT: Discussion and consideration of passing and approving, including any possible amendment of a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budgets for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budgets as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments cancelled at the close of day June 30, 2021.

The Finance Department by policy has determined it to be in the best interest of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2021, rather than waiting until September 30, 2021. This process which is allowed by statute will provide for these amounts to be available for supplemental appropriation into fiscal year 2021-2022. It is the Finance Department's recommendation to lapse the encumbrances for fiscal year 2020-2021. The lapsed encumbrances are then to be renewed effective July 1, 2021 and funded through available fund balance.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. 2021-_____

A RESOLUTION APPROVING FOR THE CITY OF MIDWEST CITY, OKLAHOMA TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2021 TO BE MADE AVAILABLE FOR FISCAL YEAR 2021-2022; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2021-2022 TO INCLUDE THE RE-LEASED APPROPRIATIONS FROM THE FISCAL YEAR 2020-2021 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2021, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2021.

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

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

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

WHEREAS, it is the City’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2021 as payable from FY 2020-2021 appropriations, renew those same commitments effective July 1, 2021, and provide supplemental appropriations necessary for those renewed commitments to be charged against appropriations for the FY 2021-2022 fiscal year; and

WHEREAS, the City Council of the City of Midwest City has determined it in the best interests of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2021, rather than waiting until September 30, 2021, for these amounts to be available for supplemental appropriation into the current fiscal year;

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

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2021, formerly lawfully charged against and payable from FY 2020-2021 appropriations, are hereby cancelled and renewed effective July 1, 2021, to be charged against and payable from additional FY 2021-2022 fiscal year appropriations to be provided through supplemental appropriation on July 1, 2021.

SECTION 2. Any remaining unexpended appropriations within each fund at the close of day June 30, 2021, are considered lapsed, no longer a credit for that fiscal year, and are released. Those released appropriations from FY 2020-2021 shall be and are hereby deemed supplemental appropriations for the 2021-2022 fiscal year effective July 1, 2021. The FY 2021-2022 budgets are hereby amended to reflect the inclusion of those supplemental appropriations.

General Fund (010):		
Departments-Divisions:		
Personnel Department (010-0310)	\$	211
Community Development (010-0510)	\$	39,321
Park & Recreation (010-0610)	\$	1,724
Finance (010-0810)	\$	12,214
Street (010-0910)	\$	50,791
Animal Welfare (010-1010)	\$	797
Municipal Court (010-1210)	\$	2,858
Neighborhood Services (010-1510/30)	\$	4,683

Information Technology (010-1610)	\$ 22,375
Emergency Management (010-1810)	\$ 2,279
Swimming Pools (010-1910)	\$ 13,131
Communications (010-2010)	\$ 16,918
Senior Center (010-5500)	\$ 311
Police Fund (020-6210):	\$ 54,813
Fire Fund (040-64/10-20):	\$ 35,820

Special Revenue:

General Government Sales Tax (009):	
City Manager (009-0110)	\$ 6,439
Community Development (009-0510)	\$ 5,258
Finance (009-0810)	\$ 3,000
Animal Welfare (009-0910)	\$ 1,493
General Government (009-1410)	\$ 18,033
Neighborhood Services (009-1510)	\$ 207
Information Technology (009-1610)	\$ 24,593
Senior Center (009-5500)	\$ 15,000
Street and Alley (013-0910)	\$ 196,370
General Government (014-1415)	\$ 24,036
Street Light Fee (015):	\$ 51,467
Reimbursed Projects (016):	
Community Development (016-0510)	\$ 3,815
Animal Welfare (016-1010)	\$ 12,199
General Government (016-1410)	\$ 5,200
29 th & Douglas Property (017-1710)	\$ 7,252
Special Police Projects (031-6200)	\$ 1,130
Employee Activity (035-3800)	\$ 838
Police Jail (036-6230)	\$ 1,623
Convention & Visitors Bureau (046):	
Visitors Bureau (046-0710)	\$ 12,759
Economic (046-8710)	\$ 393
Emergency Operations (070-2100)	\$ 18,061
Activity (115):	
MWC Parks (115-2315)	\$ 3,500
Recreation (115-7810/13/15)	\$ 7,089
Parks and Recreation (123):	
Park & Recreation (123-0610)	\$ 9,295
Communications (123-2010)	\$ 16,917
Community Dev Block Grant (141-3929/30/99)	\$ 50,701
Grants (143):	
Emergency Operation Fund (143-2100)	\$ 89,641
Police Department (143-6210)	\$ 38,283
Downtown Redevelopment (194-9210)	\$ 8,000
Animals Best Friend (220)	\$ 226

Capital Project:

Capital Outlay Reserve (011-1410)	\$ 15,388
Police Capitalization (021-6210)	\$ 305,469
Fire Capitalization (041-6410)	\$ 9,299
Street Tax (065):	
Street Department (065-0910)	\$ 116,367
MWC Parks (065-2310)	\$ 1,509
Streets (065-6600)	\$ 29,893
Economic (065-8710)	\$ 5,845
Capital Improvement (157-5700)	\$ 17,368
2018 Election G.O. Bonds (270):	
Park & Rec (270-0610)	\$ 6,213,263

Street (270-0910)	\$ 2,082,207
Animal Welfare (270-1010)	\$ 373,365
General Government (270-1410)	\$ 1,322,131
Fire (270-6410)	\$ 138,979
29 th Street (270-9210)	\$ 5,147,806
2018 Election G.O. Bonds Proprietary (271):	
J.C. Regional Golf (271-4710)	\$ 2,727,349
Capital Water Improvements (271-4910)	\$ 3,906,305

Internal Service:

Public Works Administration (075-3010)	\$ 99,367
Fleet Maintenance (080-2510)	\$ 17,780
Surplus Property (081-2610)	\$ 700
Risk Management (202-2910/54)	\$ 63

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma, this 27th day of July, 2021.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, MAYOR

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 27th day of July, 2021.

DONALD MAISCH, City Attorney



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: July 27, 2021

SUBJECT: Discussion and consideration of adoption, including any possible amendment, of a contract with RSM US LLP to perform an audit of Midwest City's FY 2020-2021 financial statements in amount not to exceed \$75,500 and only if required \$4,500 for each major Federal program.

The Finance Department has been in communication with Mike Gibson of RSM US LLP concerning the audit engagement for Fiscal Year 2020-2021. The financial statements audit fee is \$75,500 and each major Federal program audit fee is \$4,500. At this time, we anticipate one or two major Federal programs which require an audit however this could change once the numbers for FY 2020-2021 are finalized or based on the auditor's professional judgement.

It is recommended that the attached engagement letters be approved for audit services so staff can begin working with the auditors to complete the FY 20-21 audit in accordance with state statutes.

Tiatia Cromar
Finance Director

Attachments: Audit Engagement Letter
Required Communications Letter



RSM US LLP

210 Park Avenue
Suite 1725
Oklahoma City, OK 73102
T +1 405 239 7961
F +1 405 235 0042
www.rsmus.com

June 28, 2021

City Council
Mr. Tim Lyon, City Manager
Mr. Tiatia Cromar, Finance Director
City of Midwest City
Midwest City, Oklahoma

Attention: Mr. Lyon and Mr. Cromar

The Objective and Scope of the Audit of the Financial Statements

You have requested that RSM US LLP ("RSM", "we", "us", or "our"), audit the City of Midwest City's (the City) governmental activities, business-type activities, each major fund and aggregate remaining fund information as of and for the year ending June 30, 2021, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter ("Arrangement Letter").

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

You have also requested that RSM perform the audit of the City as of June 30, 2021 to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS, GAS, the Uniform Guidance, and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards, regulations, or supplements require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, GAS, the Uniform Guidance, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

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

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

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

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and GAS.

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

Management is responsible for:

1. Identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and

3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

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

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

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP);
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

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

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

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing and the fair presentation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; (g) timely and accurate completion of the data collection form and (h) submitting the reporting package and data collection form.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

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

1. A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2021;
2. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
3. Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance; and
4. An accompanying schedule of findings and questioned costs.

Records and Assistance

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

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

Parties' Understandings Concerning Situation Around COVID-19

RSM and the City acknowledge that, at the time of the execution of this Arrangement Letter, federal, state and local governments, both domestic and foreign, have imposed certain restrictions on travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, RSM has restricted its employees from certain travel and onsite work, whether at a client facility or RSM facility, to protect the health of both RSM's and its clients' employees. Accordingly, to the extent that any of the services described in this Arrangement Letter requires or relies on RSM or City personnel to travel and/or perform work onsite, either at the City's or RSM's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, RSM and the City acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either RSM's or the City's sole discretion. RSM and the City agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. RSM and the City also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. Costs also may increase if services provided include matters such as consideration of going concern, impairment analysis, debt forgiveness or lease concessions, not already considered within the stated fees. RSM will obtain the City's prior written approval (email will be sufficient) for any increase in the cost of RSM services that may result from the situation surrounding COVID-19.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5% of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests including but not limited to the following:
 - a. Provide all Government-wide trial balances and financial statement grouping classifications by the last week of October (for FY 2021 it would be October 25, 2021)
 - b. Provide the first preliminary draft of the financial statements and footnotes from Crawford & Associates by the Monday of the week before Thanksgiving (for FY 2021 it would be November 15, 2021)
 - c. Provide a preliminary Schedule of Expenditures of Federal Awards that includes actual expenditures through either April 30, 2021 or May 31, 2021 by June 28, 2021

4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement
6. The number of major funds / opinion units in the City's financial statements is not greater than the number of opinion units in FY 2020

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our professional fees for the services described in this letter will be as follows:

- | | |
|-------------------------------------|---------------------------|
| • Audit of financial statements | \$75,500 |
| • Uniform Guidance compliance audit | \$4,500 per major program |

Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use affiliates of ours or qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. In addition, if necessary to perform the services requested, we may arrange for one or more of the member firms of the RSM International Network (each an "RSM International Network Firm") to provide services to you outside of the United States. Those third-party service providers, affiliates of RSM, and RSM International Network Firms we use to assist us in providing services to you are collectively referred to herein as "Subcontractors." You hereby consent to us sharing your information, including Confidential Information, with our Subcontractors on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that: (i) our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure; and (ii) an RSM International network Firm may also share with us any work product, time and billing information, or any other information concerning you or your affiliates reasonably necessary for us to perform the services requested under this Arrangement Letter.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from

such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of RSM. For the purposes of this Arrangement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of RSM's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by RSM for the City under this Arrangement Letter, or any documents belonging to the City or furnished to RSM by the City.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable RSM policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in RSM's form. RSM reserves the right to decline a successor auditor's request to review our workpapers.

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

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

Confidentiality

RSM and the City may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, RSM and the City agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, RSM is permitted to disclose the City's Confidential Information to RSM's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information; or (vi) any information deemed by a court of competent jurisdiction, including such court in the state of Oklahoma, which finds such information is subject to be released.

If the City receives a request to release any information of RSM, including, but not limited to RSM's Audit Documentation, through an Oklahoma Open Records Act request, the City will promptly notify RSM of the request. If such request leads to the filing of an action arising from or connected to the RSM information in the State of Oklahoma, RSM, and not the City of Midwest City, will be required to defend any claim of confidentiality regarding the release of RSM information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

Data Protection Compliance

Our Privacy Policy ("Privacy Policy") is located on our website at <https://rsmus.com/who-we-are/privacy-policy.html>. Our Privacy Policy may be amended from time to time in our sole discretion and without prior notice, and is hereby incorporated by reference into this Arrangement Letter. You acknowledge that you have read and understand the Privacy Policy and agree to the practices as described therein.

We take reasonable steps to comply with all applicable privacy, cybersecurity, and data protection laws that may apply to Personal Information and Confidential Information we process on behalf of our clients. Upon written request, but not more than annually during the term of this Arrangement Letter, we will deliver to you a copy of our third-party provided SOC 2 report evidencing the operating effectiveness of our Information Technology ("IT") control environment. We will also provide summaries of our IT security and disaster recovery policies and make our senior IT personnel reasonably available for discussion upon request. Our SOC 2 report and any information we disclose to you concerning our IT control environment shall constitute Confidential Information of RSM and shall be subject to the confidentiality obligations set forth in this Arrangement Letter.

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Arrangement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not

limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program, the National Industrial Security Program Operating Manual, or the Defense Federal Acquisition Regulation Supplement ("DFARS"), data subject to Export Administration Regulations ("EAR"), or International Traffic in Arms Regulations ("ITAR") controlled data. Unless otherwise expressly agreed upon and specified in writing by RSM and the City, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

RSM and the City acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

Personal Information

As used herein, the term "Personal Information" means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the City or the City's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

In the event the services provided hereunder involve Personal Information collected in Canada, you acknowledge that we or our Subcontractors performing services hereunder on our behalf may store, transfer, and/or process such Personal Information in locations and on servers located outside of Canada, including jurisdictions such as the United States whose data protection laws differ from those of Canada. As a result, such Personal Information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions, including the United States, according to the laws in those jurisdictions. Subject to applicable laws in such other jurisdictions, we will use reasonable efforts to require that appropriate protections are in place to require our Subcontractors maintain protections on Personal Information collected in Canada that are equivalent to those that apply in Canada.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

We will use all such City-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of City-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no

longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials. We also may utilize Confidential Information you have provided to us in connection with this engagement for purposes of creating benchmarking data to be used by our professionals and other clients. This benchmarking data is aggregated with data from a minimum of five other entities so that users of the data are unable to associate the data with any single entity in the database.

The City agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the City agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements may be necessary. The City agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement or memorandum.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Notices

Unless otherwise expressly agreed upon by the parties in this Arrangement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Arrangement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Arrangement Letter) sent by the City to RSM shall also be sent to the following address: Office of the General Counsel, RSM US LLP, 200 South Wacker Drive, Suite 3900, Chicago, IL 60606. Except as otherwise expressly provided in this Arrangement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure), at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Arrangement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Arrangement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of law principles, and applicable U.S. federal law. If any action is initiated concerning this Arrangement Letter, said action shall be filed in the State District Court for Oklahoma County, Oklahoma, or in the Federal District Court for the Western District of Oklahoma.

Entire Agreement

This Arrangement Letter constitutes the complete and exclusive statement of agreement between RSM and the City, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Agreement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

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

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

City Council
City of Midwest City
June 28, 2021
Page 13

AGREED TO AND ACKNOWLEDGED BY:

RSM US LLP

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

Mike Gibson, Partner

Confirmed on behalf of City of Midwest City:

Mayor

Date

City Manager

Date

Finance Director

Date

Report on the Firm's System of Quality Control

To the Partners of RSM US LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RSM US LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, audits of broker-dealers and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of RSM US LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RSM US LLP has received a peer review rating of *pass*.

BKD, LLP



December 5, 2019

December 12, 2019

Joseph Adams
RSM US LLP
1 S Wacker Dr Ste 800
Chicago, IL 60606

Dear Joseph Adams:

It is my pleasure to notify you that on December 12, 2019, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is October 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,



Michael Fawley
Chair, National PRC
nprc@aicpa.org
+1.919.402.4502

National Peer Review Committee

cc: Gary Schafer, John Edwardson

Firm Number: 900010046712

Review Number: 570673



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: July 27, 2021

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of June 2021 which is the twelfth (12) period of the FY 2020/2021.

Troy Bradley, Human Resources Director

FISCAL YEAR 2020-2021	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
PLAN INCOME												
Projected Budgeted (MTD)	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416
Actual (MTD)	662,819	704,904	753,466	689,432	1,065,534	727,062	722,415	729,187	750,261	791,934	845,640	833,316
Projected Budgeted (YTD)	729,416	1,458,832	2,188,248	2,917,664	3,647,080	4,376,496	5,105,912	5,835,328	6,564,744	7,294,160	8,023,576	8,752,992
Actual (YTD)	662,819	1,367,723	2,121,189	2,810,621	3,876,155	4,603,217	5,325,632	6,054,819	6,805,080	7,597,014	8,442,654	9,275,970
PLAN CLAIMS/ADMIN COSTS	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Projected Budgeted (MTD)	691,492	864,366	691,492	691,492	864,366	691,492	691,492	691,492	864,366	691,492	864,366	691,492
Actual (MTD)	548,997	965,005	927,589	766,622	859,038	854,726	841,941	740,186	683,500	641,347	697,144	827,948
Projected Budgeted (YTD)	691,492	1,555,858	2,247,350	2,938,842	3,803,208	4,494,700	5,186,192	5,877,684	6,742,050	7,433,542	8,297,908	8,989,400
Actual (YTD)	548,997	1,514,002	2,441,591	3,208,213	4,067,251	4,921,977	5,763,918	6,504,104	7,187,604	7,828,951	8,526,095	9,354,043
EXCESS INCOME vs. EXPENDITURES	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Projected Budgeted (MTD)	37,924	-134,950	37,924	37,924	-134,950	37,924	37,924	37,924	-134,950	37,924	-134,950	37,924
Actual (MTD)	113,822	-260,101	-174,123	-77,190	206,496	-127,664	-119,526	-10,999	66,761	150,587	148,496	5,368
Projected Budgeted (YTD)	37,924	-97,026	-59,102	-21,178	-156,128	-118,204	-80,280	-42,356	-177,306	-139,382	-274,332	-236,408
Actual (YTD)	113,822	-146,279	-320,402	-397,592	-191,096	-318,760	-438,286	-449,285	-382,524	-231,937	-83,441	-78,073
FISCAL YEAR 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
PLAN INCOME												
Projected Budgeted (MTD)	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,836	674,836	674,836
Actual (MTD)	627,213	652,720	650,545	655,169	734,359	715,169	723,236	970,288	715,536	649,274	675,554	732,160
Projected Budgeted (YTD)	674,837	1,349,674	2,024,511	2,699,348	3,374,185	4,049,022	4,723,859	5,398,696	6,073,533	6,748,369	7,423,205	8,098,041
Actual (YTD)	627,213	1,279,933	1,930,478	2,585,647	3,320,007	4,035,176	4,758,412	5,728,700	6,444,236	7,093,510	7,769,064	8,501,224
PLAN CLAIMS/ADMIN COSTS	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Projected Budgeted (MTD)	727,655	640,699	727,655	640,699	640,699	727,655	640,699	640,699	727,655	640,698	640,698	640,698
Actual (MTD)	646,453	673,397	845,354	678,761	893,068	996,518	825,669	776,712	849,727	629,694	538,458	736,771
Projected Budgeted (YTD)	727,655	1,368,354	2,096,009	2,736,708	3,377,407	4,105,062	4,745,761	5,386,460	6,114,115	6,754,813	7,395,511	8,036,209
Actual (YTD)	646,453	1,319,850	2,165,204	2,843,965	3,737,033	4,733,551	5,559,220	6,335,932	7,185,659	7,815,353	8,353,811	9,090,582
EXCESS INCOME vs. EXPENDITURES	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Projected Budgeted (MTD)	-52,818	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	34,138
Actual (MTD)	-19,240	-20,677	-194,809	-23,592	-158,708	-281,349	-102,433	193,576	-134,191	19,580	137,096	-4,611
Projected Budgeted (YTD)	-52,818	-18,680	-71,498	-37,360	-3,222	-56,040	-21,902	12,236	-40,582	-6,444	27,694	61,832
Actual (YTD)	-19,240	-39,917	-234,726	-258,318	-417,026	-698,375	-800,808	-607,232	-741,423	-721,843	-584,747	-589,358

Please note that, beginning Nov-20, the Plan Income Actual amounts include estimated prescription rebates accrued per month, with Nov-20 reporting estimates for July-November 2020.

June 12/FY 2021: \$1,439,926

June 12/FY 2020: \$1,517,977

June 12/FY 2019: \$2,111,500

June 12/FY 2018: \$2,211,577

**** HAD FIVE MONDAYS WITH REPORTED MEDICAL CLAIMS PAID****



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405.739.1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: July 27, 2021

SUBJECT: Discussion and consideration of approving, including any possible amendment, a resolution nominating Mayor Matthew D. Dukes II as a Board member for the District 8 seat on the Oklahoma Municipal League Board of Directors.

Per Mayor Dukes' request, we are proposing his nomination to the Oklahoma Municipal League Board as the District 8 representative for Canadian, Cleveland, Logan, and Oklahoma counties.

For the last two years, he has served on the Legislative Committee for the Oklahoma Municipal League. He would like to give voice to our area and believes that to do so and serve our community more effectively, a seat on the Board is the best option. Staff is in support of his request.

Tim Lyon, City Manager

RESOLUTION NO. ____

A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF MATTHEW D. DUKES II TO THE DISTRICT 8 SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY OF MIDWEST CITY AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.

WHEREAS, the City of Midwest City recognizes that the Oklahoma Municipal League (“OML”) is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City of Midwest City through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City of Midwest City is within District 8 and as such is represented by an appointee seated within said district;

WHEREAS, the City of Midwest City has an interest and desire to resolve its support of the nomination of Matthew D. Dukes II for District 8 seat on the OML Board of Directors;

WHEREAS, the City of Midwest City finds that said nomination would benefit the City of Midwest City and the other municipalities within District 8 by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

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

SECTION 1: That the City of Midwest City unequivocally supports the nomination of Matthew D. Dukes II to serve as the District 8 appointee on the Board of Directors of the OML, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City of Midwest City and other municipalities within District 8 will benefit by his appointment.

SECTION 2: That should Matthew D. Dukes II ultimately be appointed to the OML Board of Directors, he is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City of Midwest City.

PASSED, APPROVED AND EFFECTIVE THIS DATE _____.

(Mayor's signature)

ATTEST:

(Clerk signature)

Approved as to form and legality on this ____ day of ____.

(City/Town attorney)



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405.739.1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM


TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: July 27, 2021

SUBJECT: Discussion and consideration of approving, including any possible amendment, a resolution casting a vote for Troy Bradley as a Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) Board to fill the expiring term of Trustee Representative for District 6.

There are 6 nominees and 27 members of District 6 of the OkMRF. As a member of District 6, Midwest City is entitled to an official vote by adopted resolution. Attached are the documents provided by OkMRF for your review.



Tim Lyon, City Manager



July 13, 2021

Dear OkMRF District 6 Member:

The Oklahoma Municipal Retirement Fund ("OkMRF") has received six (6) nominations for the District 6 Trustee position:

1. Leroy Alsup
2. Troy Bradley
3. Chris Lally
4. Jason Orr
5. Tim Rooney
6. Cindi Shivers

The governing body of the OkMRF Members in this district may cast by resolution one (1) vote to fill the Trustee position. Enclosed please find a resolution which can be used as your ballot in the 2021 OkMRF Board of Trustees election District 6.

The list of nominees is enclosed including a brief bio with information provided by each nominee.

The ballot must be returned to the OkMRF office **by August 30, 2021**. The nominee receiving the largest number of votes shall be elected to the office of OkMRF Trustee representing your District.

We sincerely appreciate and encourage your participation in the election process. If you should have any questions about the election process, please call. Hope you and yours had a safe and blessed Independence Day!

Sincerely,

Enclosures

Jodi S Cox CPA, Executive Director & CEO

BOARD OF TRUSTEES

Donna Doolen Ada District 3	Joe Don Dunham Guymon District 8	Tamera Johnson Shawnee District 4	Robert Johnston Clinton At-large	Jim Luckett, Jr Thomas District 7	Robert Park Sallisaw District 2	Melissa Reames Stillwater District 5	Tim Rooney Mustang District 6	Ed Tinker Glenpool District 1	George Wilkinson Weatherford Trustee Emeritus
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2021 ELECTION OF TRUSTEE – DISTRICT 6 TRUSTEE OKLAHOMA MUNICIPAL RETIREMENT FUND (“OkMRF”)

The governing body of each OkMRF District 6 Member is entitled to cast by resolution one (1) vote for the office of OkMRF District 6 Trustee. The resolution (enclosed) must be returned no later than **August 30, 2021**. Please note: **Resolutions should be signed with a seal affixed to the ballot. Any resolutions unsigned, will not be valid. To ensure your ballot has been received in the OkMRF office, please call 1-888-394-6673, Ext 100.**

CAST YOUR VOTE FOR ONE (1) OF THE FOLLOWING SIX (6) NOMINEES ON THE ENCLOSED RESOLUTION:

LEROY ALSUP

- Mr. Alsup holds a Bachelor's Degree with a double major in Geography and Political Science.
- Additionally, he holds a Master's Degree in Geography – Urban and Regional Planning, a Master's Degree in Public Administration and a Master's Degree in Business Administration.
- Mr. Alsup is presently the City Manager at the City of Guthrie.
- Prior to that, he has served as a City Manager in Catoosa, Coffeyville, Cushing, and Brinkley (AR).
- In addition, Mr. Alsup has experience in a variety of roles across Municipal Government including Economic Development, County Administrator, Assistant Mayor, Urban Development and City Planner.
- His career in local government began in 1979; he has dedicated over forty (40) years of his career to various municipalities and Local Governments.
- Mr. Alsup is a graduate of Leadership Oklahoma, Class 32.
- He is an active member of the Oklahoma University Economic Development Institute (EDI).
- He holds an IEDC Certified Economic Developer Certification (CEcD).
- He also holds CDBG Certifications including Program General Administrator and Housing Program Administrator.
- Mr. Alsup has served as Chairman of the Southeast Oklahoma Regional Economic Development Organization.
- He also served in the Executive Committee-McAlester OK Defense Support Association.
- He was the former President of the Catoosa OK Chamber of Commerce.
- Mr. Alsup is an involved member of his community contributing generous donations both financially and by his spending time with local civic groups.
- He has been recognized for his Extraordinary Dedication to the Employees and the City of Guthrie.
- He has been acknowledged across various communities for his outstanding accomplishments including, but not limited to, the Community “IMPACT” Award, the Pearl Schmid Golden Shovel Award and the Pacesetter Chair for the United Way of Logan County.



RICHARD "TROY" BRADLEY

- Mr. Bradley is presently the Human Resources (HR) Director for the City of Midwest City since 2019.
- He has two (2) years of municipal government experience and three and a half (3.5) years of county government experience.
- Prior to that, he had many years of private sector experience, mainly in leadership and HR, including some sales, technical sales and consulting experience.
- Mr. Bradley holds a Master of Public Administration Degree and Graduate Certificate in Nonprofit Management from the University of Southern California.
- He completed his Bachelor of Science Degree in Political Science with an emphasis in Political Philosophy and Public Law from Utah Valley University.
- He has wide-ranging HR and financial experience, such as: administration and compliance, training, communications, payroll, personal finance class facilitation, benefits administration, grant writing, supervisory training, risk management, and more.
- He has served as the Oklahoma Municipal Retirement Fund (OkMRF) Authorized Agent since 2019.
- Mr. Bradley volunteers with his church, the Boy Scouts of America, foreign exchange program and Toastmasters International.
- He is an active member of the International Public Management Association for Human Resources (IMPA-HR).
- Mr. Bradley is Vice President of the Oklahoma Public Employers Labor Relations Association Board.
- He is a Certified Labor Relations Professional through the National Public Employers Labor Relations Association.

CHRIS LALLY

- Mr. Lally holds a Master's Degree in Business Administration from Ashford University.
- His studies included a concentration in Human Resource Management.
- He also holds a Bachelor's Degree in Business Administration from McKendree University.
- Mr. Lally is presently the City of Harrah Ward 3 Councilman.
- He has an eleven year career for the Department of Defense.
- Mr. Lally is a certified Paramedic for over twenty years.
- He is a certified CLEET Police Officer for the last four years.
- Mr. Lally sits on the ACOG Board of Directors representing the City of Harrah.

JASON ORR

- Mr. Orr earned a Bachelor's Degree in Public Administration from the University of Oklahoma.
- He is currently pursuing a Master's Degree in Community and Economic Development from Penn State University.
- Mr. Orr has an eleven-year career in Oklahoma municipal government including the last five years as the City Manager of Piedmont.
- He is an Oklahoma Municipal Retirement Fund (OkMRF) Customized Manager Option (CMO) plan participant since 2013.
- Mr. Orr became an accredited Manager of the City Management Association of Oklahoma (CMAO) in 2019.
- He is an active member of the CMAO and serves as Vice President on the Board of Directors.
- Mr. Orr also serves as Vice President of the Oklahoma Municipal Management (OMMS) Board of Directors.
- He is an active member since 2011 of the International City Management Association (ICMA).

TIMOTHY ROONEY



- Mr. Rooney holds a Bachelor of Arts degree in Regional Planning from Mansfield University of Pennsylvania.
- He obtained his MBA from Southern Nazarene University.
- Presently he is the City Manager for City of Mustang.
- Mr. Rooney has served on the Oklahoma Municipal Retirement Fund (OkMRF) Board of Trustees since 2016. He is very interested in continuing to serve on the Board and believes he brings an interesting perspective.
- He serves on the Contract Committee of the OkMRF Board of Trustees.
- He has over thirty-two (32) years in municipal government experience with twenty-five (25) of those years in the State of Oklahoma.
- Mr. Rooney is an active member of the City Managers Association of Oklahoma (CMAO) and has served twice as President of this organization.
- He also is the current President of the Oklahoma Municipal Management Services (OMMS).
- He is a member of the Oklahoma Municipal League (OML) Legislative Committee.
- He is an active member of the Mustang Kiwanis Club.
- Mr. Rooney was honored in 2016 as the recipient of CMAO's Gerald Wilkins City Manager of the Year Award.
- He belongs to the Mustang Masonic Lodge #407.
- Mr. Rooney is President of the Board of Directors for Canadian County Youth and Family Services.
- He has a passion for public service and helping others.
- In 2017, he received his Certificate of Achievement in Public Plan Policy.
- He is committed to ensuring employee and municipal contributions are both invested and protected to achieve positive outcomes for everyone.

CINDI SHIVERS

- Ms. Shivers is presently the City of Yukon Human Resources (HR) Director with two decades of dedication and experience.
- She works hard to break the stigma that the HR office is a scary place, by making it welcoming to everyone and reminding them that she is always there to help.
- She is an active participant in the Oklahoma Municipal Retirement Fund (OkMRF) for the past twenty-three (23) years.
- Ms. Shivers has served as the OkMRF Authorized Agent since 1998.
- She has twenty-three years' experience in municipal government in Payroll and HR, but has also been involved with the City Manager Administration with various projects, assignments and committees throughout the years.
- She has extensive experience with many HR functions, including compliance, payroll, benefits, budget preparation, sitting in on FOP and IAFF union negotiations and more.
- Ms. Shivers was voted the City of Yukon's Employee of the Year in 2011.
- She has completed the Leadership Canadian County program 2013-2014.
- She also completed the OML Leadership Development program in 2015.
- Ms. Shivers is an active Society of Human Resource Management (SHRM) member.
- She has obtained and maintained SHRM-CP and PHR certifications related to Human Resource Management.
- She also is an active member of OMAG's Oklahoma Municipal Human Resource Professionals (OMHRP).
- Ms. Shivers is the City of Yukon's United Way Pacesetter Campaign coordinator and event planner since 2011.
- She serves on the Canadian Valley Technology Center Advisory Board for the Accounting & Business Education Department.

RESOLUTION NO. _____

OFFICIAL BALLOT

**A RESOLUTION OF _____ (employer name)
CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA
MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE
EXPIRING TERM OF TRUSTEE REPRESENTING DISTRICT 6.**

WHEREAS, _____, participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for District 6 Trustee; and

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2021, and August 30, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/Chair and City Council/Board, of the participating employer _____, that its vote for the Trustee shall be cast for the following nominee (fill in name of nominee):

1. _____
District 6 Trustee

*****END*****

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor/Chair and City Council/Board of the participating employer of _____ on the _____ day of _____, _____.

Mayor/Chair

Attest (Seal):

City Clerk/Secretary/Authorized Agent

TO ENSURE DELIVERY, PLEASE CALL 1-888-394-6673 EXT. 100

**MAIL RESOLUTION TO:
OKLAHOMA MUNICIPAL RETIREMENT FUND
1001 NW 63RD STREET, SUITE 260
OKLAHOMA CITY, OK 73116**



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Don Maisch, City Attorney

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of approving a two-year renewal of the current "Addendum to Video Services Agreement" between AT&T and the City of Midwest City to be in effect until August 1, 2023.

This is a 2-year renewal of a contract with AT&T. The contract has AT&T paying to the City of Midwest City 5% of what AT&T charges to residents of Midwest City for Video Services (i.e. cable services), plus gives the City of Midwest City 6 cable or streaming services at no additional charge. A review was completed and several other municipalities in Oklahoma have a same or similar agreement to the agreement being renewed, including Oklahoma City. This renewal is for two years, to allow the City of Midwest City to re-evaluate the terms and conditions based on negotiations that will occur with other municipalities within Oklahoma on similar contracts during the 2-year renewal timeframe.

Staff recommends approval of the renewal.

Don Maisch, City Attorney

ADDENDUM TO VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Addendum"), dated _____ day of _____, 2021 ("Effective Date"), is made by and between Southwestern Bell Telephone Company d/b/a AT&T Oklahoma ("AT&T Oklahoma") and Midwest City, Oklahoma ("City of Midwest City"). AT&T Oklahoma and City of Midwest City shall each sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, City of Midwest City and AT&T Oklahoma entered into a video services agreement ("VSA") on August 14, 2007, regarding the provision by AT&T Oklahoma of its integrated Internet Protocol-enabled video service;

WHEREAS, paragraph 7 set forth the term of the VSA to expire 5 years after the effective date; and

WHEREAS, City of Midwest City and AT&T Oklahoma desire to extend the terms of the VSA for an additional two (2) years and agree that there is sufficient mutual consideration for renewing and extending the term of the VSA.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the VSA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City of Midwest City and AT&T Oklahoma agree as follows:

1. Paragraph 7 of the VSA is to be amended by changing the date of termination from August 14, 2012 to August 1, 2023.
3. Unless amended by the terms of this Addendum, all other terms and conditions of the VSA shall remain unchanged and in full force and effect throughout the extended term. In the event the terms or conditions of the VSA conflict with the terms of this Addendum, this Addendum shall be deemed to supersede and override the terms of the VSA.
4. This Addendum incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings between the Parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements, or understandings, whether oral or written.

Signed this 15 day of June, 2021.

A handwritten signature in dark ink, appearing to read 'SH', is written over a horizontal line.

Steve Hahn
President, Mid-States
AT&T

Signed this _____ day of _____, 2021.

Sara Hancock, City Clerk

Matt Dukes, Mayor
City of Midwest City

Approved as to form and legality:

Donald D. Maisch
City Attorney
City of Midwest City



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Honorable Mayor and Council

From: Donald D. Maisch
City Attorney

RE: Discussion and consideration for adoption, including any amendments, of a contract with the Central Oklahoma Master Conservancy District to establish a rate and allocation for the acquisition of flood waters from Lake Thunderbird, upon request.

Date: 7/27/2021

The Central Oklahoma Master Conservancy District (COMCD) has negotiated an agreement with the Bureau of Reclamation for the acquisition and use of flood waters from Lake Thunderbird at a reduced rate, from the current negotiated rate. The COMCD has made available the flood waters to Midwest City (as well as Norman and Del City) at the same allocation as currently authorized. Flood water has been defined at water above the 1,039.0 foot lake level. The flood waters are provided only upon request of the City.

The COMCD has negotiated this contract with the City of Midwest City. The COMCD has also negotiated a contract with the City of Norman and the City of Del City that contains the same terms and conditions as this Midwest City contract.

This contract includes an administrative fee and a maintenance fee to be assessed only if the City requests the use of the flood waters. The COMCD approved and signed this contract at its last regularly scheduled meeting on July 15, 2021.

Approval of the contract is recommended.

Respectfully submitted,

Donald D. Maisch
City Attorney

CONTRACT
by and among the
CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT
the
CITY OF MIDWEST CITY, OKLAHOMA
and the
MIDWEST CITY MUNICIPAL AUTHORITY
FOR A CITY OF MIDWEST CITY
TEMPORARY WATER SUPPLY

AGREEMENT TO SUPPLY TEMPORARY WATER

1. This is a Contract between the Central Oklahoma Master Conservancy District ("District") and the City of Midwest City and Midwest City Municipal Authority ("Midwest City") for a City of Midwest City Temporary Water Supply.

2. The District agrees to deliver a supply of Temporary Water to Midwest City in consideration of the City's and Municipal Authority's execution of and compliance with the terms of this Contract. The obligation of the District to supply Temporary Water to Midwest City shall arise during such time that Temporary Water is available under the terms of this Contract.

THE SUPPLY AND AVAILABILITY OF TEMPORARY WATER

3. The District has entered into a contract (No. 219E64007) with the United States, acting by and through the Secretary of the Interior, Bureau of Reclamation, to acquire the contractual right to receive delivery of Temporary Water. The contract between the District and the United States is attached to this Contract as Exhibit 1. Midwest City is a Participating Municipality as defined in that contract. The terms of that contract applicable to a Participating Municipality are incorporated in this Contract.

4. Temporary Water is defined in that contract as a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water not storable for Norman Project water supply purposes. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above elevation 1039.0, the top of the conservation storage pool. This definition is adopted as the definition of Temporary Water in this Contract.

5. To obtain the right to use the Temporary Water, the District is required to comply with the provisions of contract No. 219E640007 between the District and the United States. Therefore, Temporary Water shall only be available whenever the District is reasonably able to comply with the terms of that contract. The obligation of the District to supply Temporary Water shall be in accordance with and limited by the terms of that contract.

6. To obtain the right to use the Temporary Water, the District must apply for and be granted a permit by the Oklahoma Water Resources Board (OWRB) for the right to take and use

such water pursuant to statutes beginning at Title 82 Okla. Stat. Section 105.1 and following and the rules of the OWRB applicable to the right to use surface water in Oklahoma. Therefore, Temporary Water shall be considered available only after the District has been granted such a permit and during such time as the permit is in force and in accordance with its lawful provisions and requirements. The District will apply for a permit for Municipal and Industrial use of Temporary Water as soon as reasonably possible after the execution and effective date of this Contract and will use all reasonable efforts to obtain the permit in a timely manner. Midwest City will do all things reasonably necessary as requested by the District to facilitate the District's acquisition of and compliance with the permit. The District will notify and provide Midwest City with a copy of the permit promptly upon its receipt.

DELIVERY OF TEMPORARY WATER

7. Midwest City is not required to take any Temporary Water unless and until Midwest City requests the District to supply it with Temporary Water. Temporary Water shall only be considered to be available whenever Midwest City requests the District to deliver Temporary Water to Midwest City in accordance with the terms of this Contract, and when Temporary Water is otherwise available under the terms of this Contract and contract No. 219E640007.

8. Midwest City shall request delivery of Temporary Water from the District by notifying the District in writing of its request delivered to the address provided for the receipt of Notices by the District recited below. The request shall be effective when actually received by the District.

9. As soon as reasonably possible after Midwest City requests the District to supply Midwest City with Temporary Water in accordance with the provisions of this Contract, the District will deliver the water requested by Midwest City to the extent such Temporary Water is available. The delivery point shall be as provided in the 1961 Contract for a City of Midwest City Water Supply and its subsequent amendments and renewals.

PAYMENT FOR TEMPORARY WATER

10. The District is required to pay the United States for the amount of Temporary Water delivered that is in excess of Midwest City's water supply allocation of 40.4 percent of Municipal Water use from Lake Thunderbird in any one year. The District's payment to the United States is required by no later than December 31 of the year following the Water Year in which Temporary Water under contract No. 219E640007 was delivered to Midwest City. Therefore, by December 1 following the Water Year in which the District delivers Temporary Water to Midwest City, the District will invoice Midwest City for payment for such water as described in paragraph 12 of this Contract.

11. Midwest City will pay the District pursuant to the invoice within 30 days of receipt of the invoice.

12. The price for Temporary Water to be paid to the District by Midwest City shall be based upon the same rates and charges as for those specified in contract No. 219E640007 for payment by the District to the United States for delivery of Temporary Water, plus a surcharge of 25% of the amount to be paid by the District to the United States as reimbursement to the District by Midwest City for fees and costs incurred by the District in arranging for and delivering the supply of water under this temporary water supply contract. Midwest City shall also pay to the District any administrative fees, interest assessments, and penalties that the District shall owe to the United States to the extent such fees, assessments, or penalties arise from any breach of this Contract by Midwest City.

NOTICES

13. Notices to the District and the City of Midwest City and the Midwest City Municipal Authority shall be effective when actually received by the noticed party.

Notices shall be sent to the following or future successors in the same positions:

To the District

Kyle Arthur, General Manager

12500 Alameda Drive

Norman, Oklahoma 73026 or by e-mail to karthur@comcd.net

To the City of Midwest City and the Midwest City Municipal Authority

% Tim Lyon, City Manager

100 N Midwest Boulevard

Midwest City, OK 73110

or by e-mail to tlyon@midwestcityok.org
cc: dmaisch@midwestcityok.org
(Don Maisch, City Attorney)

AGREED this 15th day of July, 2021.

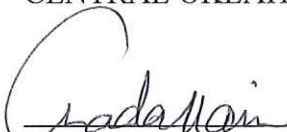
CITY OF MIDWEST CITY

Attest:

MIDWEST CITY MUNICIPAL AUTHORITY

Attest:

CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT


Amanda Nairn, President

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Norman Project, Oklahoma

WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER
BETWEEN THE UNITED STATES AND
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT

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**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Norman Project, Oklahoma**

**WATER SERVICE CONTRACT FOR DELIVERY OF TEMPORARY WATER
BETWEEN THE UNITED STATES AND
THE CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT**

THIS CONTRACT, made this _____ day of _____, 20____, pursuant to the Act of June 17, 1902 (32 Stat 388), and acts amendatory thereof or supplementary thereto, particularly but not limited to the Act of June 27, 1960, Public Law 86-529, (74 Stat. 225), and Section 9(c) of the Act of August 4, 1939 (53 Stat. 1187), is between the UNITED STATES OF AMERICA, hereinafter call the "United States," acting through the Secretary of the Interior and the CENTRAL OKLAHOMA MASTER CONSERVANCY DISTRICT, a master conservancy district duly created and existing under the laws of the State of Oklahoma with its principal place of business in Norman, Oklahoma, hereinafter referred to as the "District." The United States and the District are sometimes referred to individually as the "Party" and collectively as the "Parties."

WITNESSETH THAT:

EXPLANATORY RECITALS

- a. WHEREAS, the Act of June 27, 1960, Public Law 85-529, 74 Stat. 225, authorized the Secretary of the Interior to construct, operate, maintain, and replace (OM&R) the Norman Project in Oklahoma, hereinafter referred to as the "Project," for the purposes of storing, regulating, and furnishing water for municipal, domestic, and industrial uses, flood control and incidental uses to the foregoing including conservation and development of fish and wildlife and enhancing recreational opportunities; and
- b. WHEREAS, pursuant to the Act of June 27, 1960 (74 Stat. 225), the United States and the District executed Contract No. 14-06-500-590 on September 5, 1961, as amended, covering the terms and conditions of construction, OM&R, and the repayment of the reimbursable costs of the Project allocated to municipal and industrial (M&I) use; and
- c. WHEREAS, the District and Reclamation executed Contract No. 16E9640075 dated February 14, 2017, which will expire on February 13, 2022; and
- d. WHEREAS, the District has requested early renewal of Contract No. 16E9640075; and
- e. WHEREAS, the United States has determined that during any given year, there may be periods of time during which infrequent and otherwise unmanaged flood flows of short duration may create a temporary supply of water which could be made available to the District for delivery to Participating Municipalities for M&I use; and

f. WHEREAS, the District will obtain a Temporary Water permit from the Oklahoma Water Resources Board for the use of temporary, unmanaged flood water for the water supply purposes by the District; and

g. WHEREAS, the United States agrees to enter into a water service Contract to provide Temporary Water pursuant to the applicable Federal laws, rules and regulations and state laws.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties hereto agree as follows:

1. GENERAL DEFINITIONS

The definition of terms used in this Contract apply only to this Contract and are not definitions for any other contract or agreement. Where used in this Contract, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

- a. "Contract" shall mean this Contract No. 219E640007.
- b. "Contracting Officer" shall mean the Secretary of the United States Department of the Interior or the Secretary's duly authorized representative. Unless stated otherwise, the Contracting Officer shall be deemed to be the Secretary's authorized representative.
- c. "Irrigation" shall mean the use of Project water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.
- d. "Municipal and Industrial" (M&I) use shall mean all purposes other than the use of Project water to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic purposes that are incidental thereto.
- e. "Operation, Maintenance, and Replacement" or "OM&R" shall mean those activities and actions necessary to ensure the continued structural integrity and operational reliability of Project features, including major nonrecurring maintenance on a Project facility that is intended to ensure the continued safe, dependable, and reliable delivery of authorized Project benefits and appropriate charges for associated indirect costs and administration as determined by the Contracting Officer, and shall include such additional costs as hereinafter provided. Such expenses shall include those required to remedy conditions brought about by ordinary use of the Project or to restore or replace components of the existing Project and shall not include expenses to increase or enlarge such works beyond the purposes for which they were originally authorized and constructed.
- f. "Participating Municipality" shall mean and refer to any city which is a member of the District and is contracting for Project Water, its representatives, trustees, or other proper entities.

g. "Project" shall mean the Norman Project, Oklahoma, which was authorized by the Act of June 27, 1960, Public Law 86-529, 74 Stat. 225, as amended by Public Law 94-415.

h. "Project Works" shall mean all Project facilities which are necessary to deliver the Temporary Water under the terms of this Contract.

i. "Project Water Supply" or "Project Water" shall mean and include all surface or ground water, including seepage and return flows, that is developed, pumped, or diverted into the Project based on the water rights that have or will be acquired by the District including but not limited to the Temporary Water, as defined herein.

j. "Point of Delivery" shall mean the Lake Thunderbird Reservoir Pumping Plant.

k. "Temporary Water" shall mean a supply of water made possible when infrequent and otherwise unmanageable flood flows of short duration create a temporary supply of water. Temporary water is available only when the reservoir water surface elevation for Lake Thunderbird is above elevation 1,039.0, the top of the conservation storage pool.

l. "Water Year" shall mean the 12-month period of time beginning on October 1 each year and ending on September 30 of the following year.

2. TERM OF CONTRACT

a. This Contract shall become effective on the date of execution, and it shall supersede and replace Contract No. 169E640075. The term of this Contract shall extend from the Water Year in which it is executed for a period of 5 Water Years, ending on September 30, 2025, unless otherwise terminated under the provisions hereof. This Contract may be renewed upon written request submitted by the District to the United States. The written request should be submitted by the District to the United States 1 years prior to the expiration of this Contract. Such renewal shall be upon terms and conditions as may be mutually agreeable between the United States and the District based upon Federal Reclamation laws and policy in effect at that time.

3. WATER TO BE MADE AVAILABLE, POINT OF DELIVERY, MEASUREMENT, AND RESPONSIBILITY FOR DELIVERY OF WATER

a. Water to be delivered to the District pursuant to this Contract shall be delivered at the Lake Thunderbird Reservoir Pumping Plant. The District shall divert and measure the District's Project Water Supply at the Point of Delivery.

b. Subject to the terms and conditions hereinafter stated, the District may deliver up to 10,000 acre-feet of Temporary Water per Water Year for M&I use if and when it is available to the Participating Municipalities. Temporary Water deliveries shall be terminated when the reservoir water surface elevation is at or below elevation 1,039.0 feet. This Contract does not

provide the District with any rights, express or implied, to store water in the flood pool or surcharge pool of Lake Thunderbird.

b. The District shall maintain records showing the actual quantity of Temporary Water delivered to the Participating Municipalities each Water Year. The District shall report the actual quantity of Temporary Water delivered during the Water Year to the United States within 30 days of the end of the Water Year (i.e., on or before October 30).

c. All Temporary Water delivered pursuant to this Contract shall be measured and recorded with equipment furnished, installed, and OM&R'd by the District at the Point of Delivery. The United States may investigate the accuracy of such measurements and direct the District to take any necessary steps to adjust any errors appearing therein. The United States shall not be responsible for the OM&R of facilities and equipment owned and operated by the District for use in conveyance of Temporary Water under this Contract.

d. The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water furnished to the District hereunder beyond the Point of Delivery, and the District shall hold the United States harmless on account of damage or claim of any nature whatsoever, including property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond said point of delivery.

e. This Contract shall not entitle the District to any right, title, or interest in the Project other than explicitly provided for herein.

4. DISTRICT PAYMENT AND OM&R OBLIGATIONS

a. The District will pay the United States annually a water service charge for each acre-foot of Temporary Water conveyed to the Point of Delivery. Payment for the use of Temporary Water shall be based upon the amount of Temporary Water delivered when such deliveries are in excess of a participating city's regular water supply allocation. Initially, this water service charge shall be in the amount of \$22.95 per acre-foot for the Temporary Water conveyed in Water Year 2021. The District will pay by December 31 of each year, or 30 days after the bill is issued if the bill is not issued by December 1, for the Temporary Water conveyed the previous Water Year, if any. Each subsequent year's per acre-foot water service charge will be annually adjusted based on the previous 5-calendar year rolling average Consumer Price Index for All Urban Consumers (CPI-U) – Series Titled "All items in U.S. city average, all urban consumers, not seasonally adjusted." The rate will never decrease below the prior year's rate.

b. The water service payment shall be credited to the Project within the Reclamation Fund. If the reimbursable Project costs are fully repaid, the monies received from the water service payment will be treated as statutory credits to the Project.

c. The OM&R of the Project Works, and responsibility for funding the costs of such OM&R, has already been transferred to the District under Contract No. 14-06-500-590 between

the United States and the District. This existing contract establishes that the District is responsible for 100% of the OM&R costs.

d. All OM&R of the Project Works required for delivery of Temporary Water, and responsibility for funding the costs of such OM&R, will be the responsibility of the District.

5. TERMINATION OF THE CONTRACT

a. Upon failure of the District to perform any of the obligations under this Contract, the Contracting Officer may give notice to the District in writing of the nature of the default and require the District to correct the failure or noncompliance within a period specified in such notice, but not more than 60 days. Upon the District's failure to do so, the Contracting Officer may elect to terminate this Contract or may withhold the delivery of water at his/her sole election. Such termination shall not be construed as preventing the Contracting Officer from asserting any other remedies available to him/her resulting from the District's actions.

b. The District shall have the right to terminate this Contract in the event there is no further need of the water service provided herein. Notice of intent by the District to terminate this Contract shall be provided in writing to the Contracting Officer at least 60 days prior to the termination date proposed. *Provided*, that termination under this provision shall become effective no sooner than on the succeeding anniversary date of this Contract following such written notice.

c. Termination of this Contract for any cause shall not relieve the District of any obligations incurred by way of this Contract prior to the effective date of termination.

6. RIGHT TO RECEIVE PROJECT WATER

a. The District's right to receive Project Water under the provisions of Contract No. 14-06-500-590 will continue.

7. RECEIPT AND DISTRIBUTION OF WATER – SALE OF WATER

a. No sale, transfer, or exchange of Temporary Water made available under this Contract, other than to a Participating Municipality, may take place without prior written approval of the United States.

8. CONTRACT NOT A WATER RIGHT

a. No provisions of this Contract, nor any renewal thereof, nor the furnishing of water hereunder will be construed to bind the United States after the expiration of this Contract, or as the basis of a permanent water right. The District will be solely responsible for compliance with Oklahoma law as it relates to the use of water under this Contract and shall be responsible for acquiring all necessary permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water.

9. SEVERABILITY

a. In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, but this Contract is to be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded the Parties by this Contract to become unavailable or materially altered.

STANDARD CONTRACT ARTICLES

10. CHARGES FOR DELINQUENT PAYMENTS

a. The District shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the District shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the District shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the District shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The District shall also pay any fees incurred for debt collection services associated with a delinquent payment.

b. The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

c. When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

11. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

a. The obligation of the District to pay the United States as provided in this Contract is a general obligation of the District notwithstanding the manner in which the obligation may be distributed among the District's water users and notwithstanding the default of individual water users in their obligation to the District.

b. The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the District through Norman Dam facilities during any period in which the District is in arrears for more than 12 months in the payment of any construction charges due the United States. The District shall not deliver water under the terms and conditions of this Contract for

lands or parties that are in arrears in the advance payment of water rates, or OM&R charges, or that is in arrears more than 12 months in the payment of construction charges as levied or established by the District.

12. OPERATION AND MAINTENANCE OF TRANSFERRED WORKS

(Federal Construction)

a. Responsibility for the OM&R of the Project was transferred to the District on or about May 1, 1966. Title to the transferred works will remain in the name of the United States, unless otherwise provided by the Congress of the United States.

b. The District, without expense to the United States, will care for, operate, and maintain the transferred works in full compliance with the terms of this Contract and in such a manner that the transferred works remain in good and efficient condition.

c. Necessary repairs of the transferred works will be made promptly by the District. In case of unusual conditions or serious deficiencies in the care, operation, and maintenance of the transferred works threatening or causing interruption of water service, the Contracting Officer may issue to the District a special written notice of those necessary repairs. Except in the case of an emergency, the District will be given 60 days to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer. In the case of an emergency, or if the District fails to either make the necessary repairs or submit a plan for accomplishing the repairs acceptable to the Contracting Officer within 60 days of receipt of the notice, the Contracting Officer may cause the repairs to be made, and the cost of those repairs will be paid by the District as directed by the Contracting Officer.

d. The District will not make any substantial changes in the transferred works without first obtaining written consent of the Contracting Officer. The District will ensure that no unauthorized encroachment occurs on Project land and rights-of-way.

e. The District agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character, except for intentional torts committed by employees of the United States, brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other duties of the District or the United States on transferred works required under this Contract, regardless of who performs those duties.

f. The District will cooperate with the Contracting Officer in implementing an effective dam safety program. The United States agrees to provide the District and the appropriate agency of the State or States in which the Project facilities are located with design data, designs, and an operating plan for the dam and related facilities consistent with the current memorandum of understanding between the United States and the State of Oklahoma relating to the coordination of planning, design, construction, operation, and maintenance processes for dams and related facilities.

g. In the event the District is found to be operating the transferred works or any part thereof in violation of this Contract or the District is found to be failing any financial commitments or other commitments to the United States under the terms and conditions of this Contract, then upon the election of the Contracting Officer, the United States may take over from the District the care, operation, and maintenance of the transferred works by giving written notice to the District of such election and the effective date thereof. Thereafter, during the period of operation by the United States, upon notification by the Contracting Officer the District will pay to the United States, annually in advance, the cost of operation and maintenance of the works as determined by the Contracting Officer. Following written notification from the Contracting Officer the care, operation, and maintenance of the works may be transferred back to the District.

h. In addition to all other payments to be made by the District under this Contract, the District will reimburse to the United States, following the receipt of a statement from the Contracting Officer, all miscellaneous costs incurred by the United States for any work involved in the administration and supervision of this Contract.

i. Nothing in this article will be deemed to waive the sovereign immunity of the United States.

**13. EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS,
AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND
MAINTENANCE**

a. The Contracting Officer may, from time to time, examine the following: the District's books, records, and reports; the Project works being operated by the District; the adequacy of the operation and maintenance and safety of dams programs; the reserve fund; and the water conservation program including the water conservation fund, if applicable. Notwithstanding title ownership, where the United States retains a financial, physical, or liability interest in facilities either constructed by the United States or with funds provided by the United States, the Contracting Officer may examine any or all of the Project works providing such interest to the United States.

b. The Contracting Officer may, or the District may ask the Contracting Officer to, conduct special inspections of any Project works being operated by the District and special audits of the District's books and records to ascertain the extent of any operation and maintenance deficiencies to determine the remedial measures required for their correction and to assist the District in solving specific problems. Except in an emergency, any special inspection or audit shall be made only after written notice thereof has been delivered to the District by the Contracting Officer.

c. The District shall provide access to the Project works, operate any mechanical or electrical equipment, and be available to assist in the examination, inspection, or audit.

d. The Contracting Officer shall prepare reports based on the examinations, inspections, or audits and furnish copies of such reports and any recommendations to the District.

e. The costs incurred by the United States in conducting operation and maintenance examinations, inspections, and audits and preparing associated reports and recommendations related to high- and significant-hazard dams and associated facilities shall be nonreimbursable. Associated facilities include carriage, distribution, and drainage systems; pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river channelization features; rural/municipal water systems; desalting and other water treatment plants; maintenance buildings and service yards; facilities constructed under Federal loan programs (until paid out); and recreation facilities (reserved works only); and any other facilities as determined by the Contracting Officer.

f. Expenses incurred by the District, as applicable, in participating in the operation and maintenance site examination will be borne by the District.

g. Requests by the District for consultations, design services, or modification reviews, and the completion of any operation and maintenance activities identified in the formal recommendations resulting from the examination (unless otherwise noted) are to be funded as Project operation and maintenance and are reimbursable by the District to the extent of current Project operation and maintenance allocations.

h. Site visit special inspections that are beyond the regularly scheduled operation and maintenance examinations conducted to evaluate particular concerns or problems and provide assistance relative to any corrective action (either as a follow up to an operation and maintenance examination or when requested by the District) shall be nonreimbursable.

i. The Contracting Officer may provide the State an opportunity to observe and participate in, at its (their) own expense, the examinations and inspections. The State may be provided copies of reports and any recommendations relating to such examinations and inspections.

14. NOTICES

a. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the District, when mailed, postage prepaid, or delivered to the:

Area Manager, Oklahoma Texas Area Office
Bureau of Reclamation
5316 Highway 290 West
Suite 110
Austin, Texas 78735

and on behalf of the United States, when mailed, postage prepaid, or delivered to the

Central Oklahoma Master Conservancy District
12500 Alameda Drive
Norman, OK 73026

The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

15. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

a. The expenditure or advance of any money or the performance of any obligation of the United States under this Contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the District from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

16. OFFICIALS NOT TO BENEFIT

a. No Member of or Delegate to the Congress, Resident Commissioner, or official of the District shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

17. CHANGES IN DISTRICT'S ORGANIZATION

a. While this Contract is in effect, no change may be made in the District's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the District under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

18. ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

a. The provisions of this Contract shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

19. BOOKS, RECORDS, AND REPORTS

a. The District shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the District's financial transactions; water supply data; Project OM&R logs; Project land and rights-of way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each Party to the Contract shall have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Contract.

20. RULES, REGULATIONS, AND DETERMINATIONS

a. The Parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

b. The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its provisions, the laws of the United States and the State of Oklahoma, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the District.

21. ADMINISTRATION OF FEDERAL PROJECT LANDS

a. The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of Norman Project works may be used by the District for such purposes. The District shall ensure that no unauthorized encroachment occurs on Federal Project lands and rights-of-way. The District does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

b. The United States retains responsibility for compliance with the National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA). The District will notify the Contracting Officer and, only when on tribal land, also notify the appropriate tribal official, immediately upon the discovery of any potential historic properties or Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony.

22. PROTECTION OF WATER AND AIR QUALITY

a. The District, without expense to the United States, will care for, OM&R transferred works in a manner that preserves the quality of the water at the highest level possible as determined by the Contracting Officer.

b. The United States does not warrant the quality of the water delivered to the District and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the District.

c. The District shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oklahoma; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the District; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or District facilities or Project Water provided by the District within the District's Project Water service area.

d. This Article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

23. CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

a. The District shall not allow contamination or pollution of Federal Project lands, Project waters, or Project works of the United States or administered by the United States and for which the District has the responsibility for care, operation, and maintenance by its employees or agents. The District shall also take reasonable precautions to prevent such contamination or pollution by third parties.

b. The District shall comply with all applicable Federal, State, and local laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, released, or disposed of on or in Federal Project lands, Project waters, or Project works.

c. "Hazardous material" means (1) any substance falling within the definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution, refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal, State, local, or Tribal law.

d. Upon discovery of any event which may or does result in contamination or pollution of Federal Project lands, Project water, or Project works, the District shall immediately undertake all measures necessary to protect public health and the environment, including measures necessary to contain or abate any such contamination or pollution, and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery if it is an emergency and the first working day following discovery in the event of a non-emergency.

e. If violation of the provisions of this Article occurs and the District does not take immediate corrective action, as determined by the Contracting Officer, the District may be subject to remedies imposed by the Contracting Officer, which may include termination of this Contract.

f. The District shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal Project lands, Project waters, or Project works that are adversely affected as a result of such violation, and for all costs, penalties or other sanctions that are imposed for violation of any Federal, State, local or Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting Officer, the United States may also terminate this Contract as a result of such violation.

g. The District shall defend, indemnify, protect and save the United States harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to District's violation of this article.

h. Reclamation agrees to provide information necessary for the District, using reasonable diligence, to comply with the provisions of this Article.

24. WATER CONSERVATION

a. Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the District shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

25. EQUAL EMPLOYMENT OPPORTUNITY

a. During the performance of this Contract, the District agrees as follows:

(1). The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2). The District will, in all solicitations or advertisements for employees placed by or on behalf of the District, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The District will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the District's legal duty to furnish information.

(4) The District will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the District's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The District will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The District will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the District's books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the District's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the District may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The District will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1956, so that such provisions will be binding upon each subcontractor or vendor. The District will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however*, that in the event the District becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the District may request the United States to enter into such litigation to protect the interests of the United States.

26. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

a. The District shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

b. These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the District agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

c. The District makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the District by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

d. Complaints of discrimination against the District shall be investigated by the Contracting Officer's Office of Civil Rights.

27. CERTIFICATION OF NONSEGREGATED FACILITIES

a. The District hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The District agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The District further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal

Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

28. PEST MANAGEMENT

a. The District is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Contract.

b. The District is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal Project lands, Federal Project waters, and Federal Project works for which and to the extent that the District has operation and maintenance responsibility. The District is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any Federal land, into any Federal Project facility waters, or out of any area on Federal Project land where work is performed.

c. Where decontamination of the District's vehicles, watercraft, or equipment is required prior to entering Federal Project land or waters, the decontamination shall be performed by the District at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the District will perform any required decontamination within the work area before moving the vehicles, watercraft, and equipment from Federal Project lands and waters.

d. Programs for the control of undesirable plants and animals on Federal Project lands, and in Federal Project waters and Federal Project works for which the District has operation and maintenance responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the District will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

29. MEDIUM FOR TRANSMITTING PAYMENTS

a. All payments from the District to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

b. Upon execution of the Contract, the District shall furnish the Contracting Officer with the District's taxpayer's identification number (TIN). The purpose for requiring the District's TIN is for collecting and reporting any delinquent amounts arising out of the District's relationship with the United States.

30. CONSTRAINTS ON THE AVAILABILITY OF WATER

a. In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a condition of shortage in the quantity of water to be made available to the District pursuant to this Contract. In the event the Contracting Officer determines that a condition of shortage appears probable, the Contracting Officer will notify the District of said determination as soon as practicable.

b. If there is a condition of shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project; drought and other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

31. CONTRACT DRAFTING CONSIDERATIONS

a. This Contract has been negotiated and reviewed by the Parties hereto, each of whom is sophisticated in the matters to which this Contract pertains.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first above written.

THE UNITED STATES OF AMERICA

By _____
Brent C Esplin
Regional Director

CENTRAL OKLAHOMA MASTER
CONSERVANCY DISTRICT

By _____
Amanda Nairn
President

ATTEST:

Printed Name: _____
Title: _____



Economic Development
100 N. Midwest Boulevard
Midwest City, OK 73110
rcoleman@midwestcity.org
Office: 405-739-1218
www.midwestcityok.org

MEMORANDUM

To: Mayor Dukes and the Midwest City Council

From: Robert Coleman, Direction of Economic Development

Date: July 27, 2021

Subject: Discussion, consideration and possible action to amend and/or enter into a professional services agreement with Tunnell, Spangler & Associates, Inc. d/b/a TSW in an amount not to exceed \$80,000 for planning and economic/market analysis services to create a revitalization plan and overlay district for parts of the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, all lying in Township 12 North, Range 1 West of the Indian Meridian.

The Board of Grantors awarded the Midwest City Economic Development Authority ("EDA") \$48,466.67 towards the estimated \$60,000 cost to create a revitalization plan along with a zoning overlay district for the area around SSM Health Saint Anthony Hospital – Midwest. The EDA committed to providing the remaining funds.

A request for proposal was published in the Midwest City Beacon as well as the City of Midwest City website with total of five (5) planning firms submitting responses by the May 28, 2021 deadline. These included:

Asakura Robinson
Guernsey & Associates

Johnson & Associates
The Olsson Studio

TSW

A review team comprised of representatives from the City/EDA and SSM Health reviewed the proposals before deciding on three finalists. Interviews were conducted on July 9, 2021, and TSW was chosen as having the best response.

Staff requested TSW to expand its services to include an economic and market analysis as part of its work. The original \$11,533.33 in matching funds as well as the \$20,000 for the analysis will be encumbered from the EDA 'Contractual' account (353-30-40).

Robert Coleman
Director of Economic Development

Attachment: Contract for Professional Services

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

This Professional Services Agreement (hereinafter referred to as “Agreement”) entered this 27th day of July, 2021, by and between Tunnell, Spangler & Associates, Inc. d/b/a TSW (hereinafter referred to as "Consultant"), a private company with offices in Tulsa, Oklahoma; the City of Midwest City (hereinafter referred to as “City”), a municipal corporation, organized pursuant to the laws of the State of Oklahoma; and the Midwest City Economic Development Authority (hereinafter referred to as “Authority”), a public trust, organized pursuant to the laws of the State of Oklahoma.

WITNESSETH:

WHEREAS, on May 5, 2021, the City published to the public a Request for Proposals (“RFP”) seeking professional services for the City of Midwest City Medical District Revitalization Plan and Special Overlay District; and

WHEREAS, on May 28, 2021, the City and the Authority received five (5) responses to its RFP; and

WHEREAS, a selection committee reviewed the responses and interviewed the companies that submitted a proposal; and

WHEREAS, the Consultant represented itself, both in its response (“Proposal”) and its interview as an expert in this field with skilled professionals willing, able, and capable of timely providing the professional services requested and required by the City and the Authority in the RFP; and

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, based upon the representations and warranties expressed by the Consultant both in the Proposal and the Interview, the selection committee recommended, entering into negotiations with the Consultant; and

WHEREAS, the City and the Authority retains the Consultant to provide professional services as an independent contractor; and

WHEREAS, the Consultant agrees to provide the City and the Authority all professional services, in accordance with the standards exercised by experts in the field, necessary to provide the City and the Authority services, products, solutions and deliverables that meet all purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the City, the Authority and Consultant hereby mutually agree as follows:

1. Professional Services Agreement

Subject to the terms and conditions of this Agreement, the City and the Authority retains Consultant, an independent contractor, to provide the City and the Authority all professional services, in accordance with the standards exercised by experts in the field, necessary to provide the City and the Authority services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

(a) This Agreement governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by Consultant to the City and the Authority. The Attachments are incorporated into this Agreement by reference and, should there

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.

(b) The text of this document as set forth in this Professional Services Agreement pages 1 through 20, together with the Attachments, constitutes the entire Agreement and the only understanding and agreement between the City, the Authority and Consultant with respect to the services, products, solutions and deliverables to be provided by Consultant 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 as set forth in this Professional Services Agreement pages 1 through 20, and any language, term, condition, or provision any Attachment, the text of this document as set forth in this Professional Service Agreement pages 1 through 18 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 and Rate Card”),

Attachment “C” (“Consultant’s Project Team”),

Attachment “D” (“Insurance”),

Attachment “E” (“Site Map”).

2. Retention of Consultant and Scope of Services

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

(a) Consultant is solely responsible for the actions, non-action, omissions, and performance of Consultant's employees, agents, contractors, and subcontractors (herein collectively included in the term "Consultant's Project Team") to ensure: the timely performance of the Scope of Services as each are defined in **Attachment "A"**,

Consultant will be solely responsible to ensure the Consultant's Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the City and the Authorities' goals and purposes. Consultant will be solely responsible to ensure the Consultant's Project Team is adequately trained, instructed, and managed so that Consultant timely provides the Project and satisfies Consultant's obligations under this Agreement. Consultant may not change the Consultant's Project Team as set forth on **Attachment "C"** ("Consultant's Project Team and Consultant's Resources") without the prior written consent of the City and the Authority

(b) Consultant 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. Consultant shall obtain all permits, licenses and any other permissions required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the City and the Authority.

(c) Consultant shall provide the scope of work for the area identified in **Attachment "E"** to this agreement and any additional areas that may be negotiated between the parties.

3. Compensation

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

(a) The City and/or the Authority shall pay Consultant the compensation after completion of the City of Midwest City Medical District Revitalization Plan and Special Overlay District as specified in **Attachment “C”** subject to the submission of appropriate documentation and completion and acceptance of all the related services, products, solutions and deliverables.

(b) The City, the Authority and Consultant acknowledge that the compensation to be paid Consultant pursuant to this Agreement has been established at an amount reasonable for the availability and services of Consultant and Consultant’s Project Team.

(c) The City and/or the Authority may request or have a need for additional services (some of which are listed in Paragraph 11 (c) below, not covered in the initial negotiated fee schedule. The Parties have negotiated hourly rates that may be charged for any additional services. Those rates are contained in the Rate Card contained in **Attachment “C”**. The Parties agree that the hourly rates contained in the rate card have been established at an amount reasonable for the availability and services of Consultant and Consultant’s Project Team.

4. Independent Contractor Status

(a) The parties hereby acknowledge and covenant that:

(1) Consultant is an independent contractor and will act exclusively as an independent contractor. Consultant is not an agent or employee of the City’s or the Authority’s in performing the duties in this Agreement.

(2) 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.

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(b) All payments to Consultant pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of Consultant are performed outside the State of Oklahoma.

(c) Neither the City nor the Authority will 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 Consultant as Consultant is an independent contractor and the members of its Consultant's Project Team are not employees of either the City and/or the Authority. Any such taxes, if due, are the responsibilities of Consultant and will not be charged to or due from the City or the Authority.

(d) Consultant acknowledges that as an independent contractor it and its Consultant's Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the City or the Authority for its employees.

5. Termination and Stop Work.

(a) This Agreement shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein. **The City Manager for the City of Midwest City is hereby authorized to issue notices of termination or suspension on behalf of the City and the Authority.** This Agreement may be terminated, with or without cause, upon written notice, at the option of the City or the Authority.

(1) Upon receipt of a notice of termination for the *convenience* from the City and/or the Authority, Consultant shall:

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(A) immediately discontinue all services and activities (unless the notice directs otherwise), and

(B), upon payment for milestones fully performed and accepted, Consultant shall deliver to the City and the Authority all requested records, work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the City and/or the Authority, the City or the Authority shall pay Consultant for completed milestones, up to the time of the notice of termination for *convenience* services, in accordance with the terms, limits and conditions of the Agreement.

(2) Upon notice of termination for *cause* from the City and/or the Authority, the Consultant shall not be entitled to any prior or future milestone payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and Consultant shall release and waive any interest in any retainage, if any. **The City and/or the Authority may hold any outstanding payments for any prior completed and/or incomplete services, performance, work, products, deliverables or solutions or any costs, expenses, or damages or any retainage as security for payment of any costs, expenses, or damages incurred by either the City or the Authority by reason of Consultant's breach or other cause.** Provided, however, upon notice of termination for cause, Consultant shall deliver to the City and the Authority all services, performance, work, products, deliverables and solutions including, but

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limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete, unless the notice directs otherwise.

(3) The rights and remedies of the City and Authority provided in this paragraph are in addition to any other rights and remedies provided by law and/or this Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required for to be provided Consultant under this Agreement.

(b) Upon notice to Consultant, the City and/or the Authority may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this Agreement. The stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required for to be provided by Consultant under this Agreement. In the event City and/or the Authority issues a stop work order to Consultant, City and/or the Authority will provide a copy of such stop work order to Consultant. Upon receipt of a stop work order issued by the City and/or the Authority, Consultant shall suspend all work, services and activities except such work, services and activities expressly directed by City and/or the Authority in the stop work order.

(c) This Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by City and/or the Authority, without cause and without cost to City and/or the Authority, upon notice to Consultant; provided however, Consultant shall

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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.

6. Obligation upon Termination for *Convenience*.

In the event this Agreement is terminated for convenience hereunder, City and/or the Authority shall pay Consultant only for such previously performed work, services and activities, if any, as properly documented and invoiced in accordance with the provisions of this Agreement, through the date of termination for *convenience* and the period set forth in the notice and thereafter City and/or the Authority shall have no further liability under this Agreement to Consultant and Consultant shall have no further obligations to the Consultant.

7. Warranties

(a) Consultant warrants that all services, performances, work, products, solutions and deliverables performed or provided under this Agreement shall be performed consistent with generally prevailing professional standards and expertise at the time. Consultant shall maintain during the course of this Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services, performances, work, products, products, solutions and deliverables. Consultant agrees to require all members of the Consultant's Project Team to provide any and all services, performances, work, products, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of Consultant.

(b) During the term of this Agreement, City's and/or the Authority's initial remedy for any

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breach of the above warranty shall be to permit the Consultant one additional opportunity to perform the services, or provide the services, performances, work, products, products, solutions and deliverables without additional cost to City and/or the Authority. If the Consultant cannot perform or provide the services, performances, work, 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, City and/or the Authority shall be entitled to recover, should City and/or the Authority so determine to be in their best interest, any fees paid to the Consultant for previous payments, including, but not limited to, complete and incomplete services, performances, work, products, products, solutions, and deliverables and the Consultant shall make reimbursement or repayment within thirty (30) calendar days of a demand by the City and/or the Authority. Should the Consultant fail to reimburse City and/or the Authority within thirty (30) calendar days of demand, City and/or the Authority shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

(c) Consultant also acknowledges and agrees to provide all express and implied, warranties required or provided for by Oklahoma statutory and case law. Such warranties are 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.

8. Indemnification

(a) Consultant agrees to release, defend, and indemnify City and/or the Authority and hold City and/or the Authority harmless against any losses, claims, damages, liabilities, expenses

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(including all reasonable legal fees and expenses), judgments, fines or settlements in connection resulted from the intentional acts or omissions, negligence, and willful misconduct of Consultant and the Consultant's Project Team. Any such reimbursement shall be made by Consultant within thirty (30) calendar days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

(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. Consultant acknowledges that in the course of training and providing other support services to City and/or the Authority, City and/or the Authority may provide Consultant with access to valuable information of a confidential and proprietary nature including but not limited to information relating to City's and/or the Authority's employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. Consultant agrees that during the time period this Agreement is in effect, and thereafter, neither the Consultant or Consultant's Project Team shall, without the written consent of City Manager for the City of Midwest City or except as may be required by a court or other tribunal, disclose to any person, any information obtained from City and/or the Authority. Consultant shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors and as may be requested by the City and/or the Authority.

10. Miscellaneous.

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(a) **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

(c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized professional services, therefore Consultant may not assign this Agreement in whole or in part without the prior written consent of City and the Authority. In addition, Consultant agrees that the Consultant's Project Manager may not be removed or replaced without the express written consent of City and the Authority.

(d) **Venue and Applicable Law.** The City, the Authority and Consultant hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The Consultant irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a

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court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

(e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(g) **Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto. However, the City Manager for the City of Midwest City, in his/her discretion, is authorized to revise or modify the Scope of Services, Deliverables, Project Schedule, and the Schedule of Fees on behalf of City and/or the Authority.

(h) **Entire Contract.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(i) **Time is of Essence.** The City, the Authority and Consultant expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement and shall be strictly observed and enforced. Any failure on the part

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of the City and/or the Authority to timely object to the time of performance shall not waive any right of the City and/or the Authority to object at a later time.

(j) **Upgrades and Substitutions.** During the performance of this Agreement, if any software named in this Agreement is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the City Manager for the City of Midwest City and implemented by Consultant for no increase in costs or fees. Consultant will ensure that the City and/or the Authority has been provided any license, right or privilege necessary for the City and/or the Authority to have or utilize any services, performances, work, products, deliverables or solutions provided under this Agreement during the term of this Agreement and any renewal hereof and that the City and/or the Authority has the right to continue such use after the termination, expiration or non-renewal of this Agreement.

(k) **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the City and/or the Authority unless such services, work, product, solution, or deliverable is first requested and approved in writing by the City Manager for the City of Midwest City. The City Manager for the City of Midwest City is hereby authorized to issue work orders for Additional Services on behalf of the City and/or the Authority in accordance with Consultant's hourly rate card as provided in **Attachment "B"** as needed.

(l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, or sent by

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facsimile transmission (upon confirmation of receipt), or if e-mailed, or if sent by certified mail (upon the sooner of the expiration of three (3) calendar days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To CONSULTANT:

Mr. Adam Williamson, Senior Principal
TSW Planners, Architects, Landscape Architects
1447 Peachtree ST, NE, Suite 850
Atlanta, GA 30309

To the CITY and the AUTHORITY:

Mr. Tim Lyon, City Manager/General Administrator
City of Midwest City/Midwest City Economic Development Authority
100 N Midwest Boulevard
Midwest City, OK 73110

(m) **Effective.** This Agreement shall become effective upon execution by the last party and the provision by Consultant of certificates evidencing the required insurance and the required bonds, if any.

(n) **Term.** The initial term for this Agreement is for a one-year term.

(o) **Renewal Options.** This Agreement is renewable for additional one-year terms at the option of the City and/or the Authority. Should the City and/or the Authority desire to renew the Agreement, a written preliminary notice will be furnished to the Consultant prior to the expiration date of the Agreement by the City Manager for the City of Midwest City. (Such preliminary notice

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will not be deemed to commit the City and/or the Authority to renew until signed by Consultant and the City and/or the Authority).

(p) **Open Records Act.** This Agreement is a public record as defined in and is subject to the requirements of the Oklahoma Open Records Act at Title 51 of the Oklahoma Statutes, Section 24A.1 *et seq.*

11. The City's and the Authority's Responsibilities.

(a) The City and/or the Authority shall only provide such space, equipment and personnel to assist Consultant, or Consultant's Project Team as identified in **Attachment "C"** ("Consultant's Project Team").

(b) All financial obligations of the City and/or the Authority under this Agreement shall be financial the obligations of the City and/or the Authority regardless of how stated herein.

(c) The City and/or the Authority shall furnish, as required, the following information to Consultant, as any records or information exists (whether in electronic, paper or other format) in the City's and/or Authority's files:

1. Topography, boundary and base mapping information;
2. Legal descriptions;
3. Soils, utility, drainage, traffic and other engineering base studies; and
4. Permitting, entitlement application and/or submittal requirements.

12. Insurance.

(a) Consultant shall obtain and provide the City and/or the Authority with a copy of the certificate of insurance and shall maintain such insurance throughout the term of this Agreement

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as required and in the form and in the amount and for the coverage as set forth in **Attachment “D”** which is incorporated herein by reference.

(b) Consultant shall be responsible for providing the City and/or the Authority actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this Agreement at least thirty (30) calendar days prior to such change, reduction, suspension, lapse or cancellation.

(c) Should any insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then the City and/or the Authority may terminate this Agreement for cause and in addition Consultant shall also be liable and responsible for any claim by the City and/or the Authority on their own behalf or on behalf of another, for:

- (1) any loss or damages, including direct, indirect, and consequential; and
- (2) any cost or expense, including attorney fees, court costs and administrative expenses; and
- (3) any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

(d) The City and/or the Authority reserves the right to withhold payment of any funds otherwise due Consultant to pay or settle any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in

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a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

Approved and executed by Tunnell, Spangler & Associates, Inc. d/b/a TSW on this _____
22nd day of July, 2021.



Adam Williamson,
Senior Principal
Tunnell, Spangler & Associates, Inc. d/b/a TSW

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Approved and executed by the Midwest City Economic Development Authority, and
signed by the Chair on this _____ day of _____, 2021.

Sara Hancock
Secretary

Matthew D. Dukes, II
Chairman

Approved as to form and legality:

Donald D. Maisch
City Attorney

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Approved and executed by the City of Midwest City, and signed by the Mayor on this ____
____ day of _____, 2021.

Sara Hancock
City Clerk

Matthew D. Dukes, II
Mayor

Approved as to form and legality:

Donald D. Maisch
City Attorney

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ATTACHMENT “A”

The performance of the services to be provided by the Consultant pursuant to this Agreement shall be completed in phases as follows:

TSW proposes to furnish planning and coding services to the City of Midwest City in conjunction with Midwest City Economic Development Authority (Client) for the creation of the City of Midwest City Medical District Revitalization Plan and Special Overlay District. See page 7 for Study Area Map.

Our goal is to build a partnership with the City of Midwest City and the Economic Development Authority. We do not want fees to be a barrier preventing our selection as your planning consultant team. We understand that the Midwest City Economic Development Authority has received a \$60,000 grant for the creation of the Revitalization Plan; therefore, we have tailored our scope to fit this fee. We have outlined additional services within the contract attached that can be added to the project scope at the City’s discretion or as future funding becomes available.

TSW will provide the following services as selected by Client. TSW will not initiate any of the following tasks without the consent of the Client.

PHASE I: BACKGROUND REVIEW, GOALS & KICK-OFF MEETING

1. Initial Project Kick-off Meeting with Client. Katy O’Meilia and the TSW Team will conduct an initial consultation session to discuss and finalize schedule, roles and responsibilities, and available data.

2. Site Visit and Existing Conditions Analysis. Katy O’Meilia will visit the site in order to gain a better understanding of existing conditions, cultural resources, site topography, potential site access, sensitive environmental features, potential easements, and general character of adjacent properties. The Client will provide survey or GIS data for analysis, including all other applicable data from local, regional, state, and private resources as determined in the initial consultation session.

PHASE II: STAKEHOLDER INVOLVEMENT

1. Stakeholder Committee Meetings. TSW will conduct up to two (2) Stakeholder Committee Meetings. The first meeting will include an in-person session to introduce the project, summarize existing conditions findings, discuss the study purpose and goals, and gather and document comments regarding study area challenges and issues. As part of the meeting, the TSW Team will conduct a Visual Preference Survey (VPS) and other interactive input activities. The second

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meeting will include a presentation and review of the preliminary Revitalization Plan, Overlay, and Design Standards and discussion about feedback and potential revisions.

2. Ridgecrest Homeowner's Association Meeting. Conduct an in-person meeting with representatives from the Ridgecrest HOA to introduce the project, summarize initial analysis findings, discuss the study purpose and goals, and gather and document comments regarding study area challenges and issues.

PHASE III: REVITALIZATION PLAN, OVERLAY & DESIGN GUIDELINES CREATION

1. Concept Plan, Overlay & Design Guidelines Creation. After the stakeholder input process is completed, TSW will create a concept plan with renderings, support graphics, and coding recommendations.

The Plan shall include but not be limited to:

- a. Table of Contents
- b. Introduction/Purpose /Goals
- c. Guiding Principles
- d. Inventory and Analysis
- e. District Character Summaries
- f. Placemaking strategies including public art, signage, wayfinding, lighting, landscaping, street furniture, green infrastructure and streetscapes.
- g. Identify public improvement projects for streetscape improvements and public open space for gathering within the District.
- h. Develop various street, alley, greenways, and intersection plans. Plans include optimal placement of trees and street lights in the street detailing. Parallel, diagonal, and head in parking will be embedded in the detailing.
- i. Enhance pedestrian accessibility and connectivity by using pedestrian design principles.

In conjunction with the Revitalization Plan, TSW will develop the Overlay and design guidelines for the Medical District: Sections of the Overlay and Design Standards typically include the following:

- j. Appropriate land uses
- k. Building form standards (These standards should be based upon building types appropriate for the region, climate, and district vitality.
- l. Public space/street Standards
- m. Building/Lot types
- n. Landscape standards

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- o. Parking management and location standards
- p. Property maintenance standards
- q. Code enforcement compliance standards
- r. Provision for the treatment of vacant and dilapidated structures.

TSW will work with the City to integrate the new zoning regulations into the existing regulatory framework (zoning and land development regulations) in a manner that ensures procedural consistency, meshes with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the code.

The TSW Team is committed to working with Midwest City to prepare an overlay and design guidelines that support the City's objectives. Based on our extensive coding experience, we recognize that the planning process can sometimes determine that the best coding approach is one that wasn't initially considered when the RFP was written. For example, some communities choose to incorporate all design guidelines directly into a new overlay text, while others decide that a whole new customized zoning district is preferred – especially where local codes don't allow overlays to modify underlying use or density. Our team is flexible and will work with Midwest City to provide deliverables that meet the City's need, administrative capacity, and future vision for the Medical District.

2. Plan, Overlay, & Design Guidelines Presentation. TSW will present the draft Revitalization Plan, Overlay, and Design Guidelines to the Stakeholder Committee (also noted in Phase II, Task 1).

3. Review & Commenting Period. After the preliminary Revitalization Plan, Overlay, and Design Standards have been presented, the Stakeholder Committee and City staff will review the materials and provide TSW with feedback and recommended revisions. TSW will implement feedback and recommended revisions and will finalize the Revitalization Plan, Overlay, and Design Guidelines.

4. Adoption of the Plan, Overlay, & Design Guidelines. TSW will make at least one (1) formal presentation of the draft that has been refined through the stakeholder input process to the Planning Commission and one (1) formal presentation to the City Council.

5. Additional Revisions. TSW will be responsible for up to two (2) rounds of revisions that may become necessary after Planning Commission and City Council presentations. City planning staff will be responsible for collecting comments, questions, and suggestions for these refinements from various sources and consolidating them into a series of action items for revision or responses.

PHASE IV: MARKET ANALYSIS

1. Project Inception. The TSW Team will meet with the City Planning staff to:

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- a. Confirm the goals and understanding of TSW's objectives;
- b. Confirm timelines of both TSW's efforts and potential development of the property
- c. Identify other key issues that are relevant to TSW's research and analysis process.

TSW will visit the subject site and place it in the physical context of the market, understanding how it relates to demand sources and competitive supply, and assessing its strengths and challenges for all land uses being examined.

2. Answering the Major Questions. The TSW Team will utilize these five questions to obtain the bulk of the research and analysis:

- a. Who are the audiences fueling growth and demand in the market for these land uses and how can this project best respond to their affordability, lifestyles, and expectations?

When analyzing redevelopment opportunities for this site and any other development effort, the TSW team will begin with understanding the market audiences driving demand for residential and commercial products in the area; gaining knowledge not only to their demographics, and trends, but to their preferences, lifestyles, and affordability. To do this the TSW Team will:

- i. Conduct interviews with area sales and leasing agents, brokers and others active in the market to gain their insights into who is fueling demand for various real estate products in the Primary Market Area (PMA) and understand the demographic compositions of those audiences and their key preferences and motivations relative to renting or
- ii. Identify the Primary Market Area(s) by land use, quantify and characterize the key market audiences there in terms of their incomes, ages, household compositions, types and sizes of employers, and overall levels of historic, current and projected growth;
- iii. Understand the types of firms fueling demand for office space in the market, including their general sizes and industry types, space needs, key targeted locations, etc.
- iv. Identify, from interviews with competitive properties, their target audiences and demonstrated preferences in relation to the best leasing plans or space configuration, key marketing/leasing points, characteristics of renters/purchasers, etc.
- v. Further understand the attributes of the site relative to other competitive opportunities in the market and how these attributes relate to the audiences potentially attracted to the site.

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- b. What is the demand potential for new for-sale and rental residential, retail, office, and lodging in the market what captures of demand can the subject site achieve?

Upon understanding market audiences fueling demand for various product types, their demonstrated preferences and potential opportunities to respond to those audiences, the TSW Team will focus on understanding depth for all commercial and residential product types in the market. To do this the TSW Team will:

- i. Examine data for applicable areas to understand historic absorption, current and historic vacancy rates, remaining units/SF still in lease-up on the market, and achieved rent growth and home prices. Relate these trends back to macro factors that impact demand, such as employment growth, consumer confidence, etc.;
 - ii. From this, create a series of models to estimate demand potential for each use in the larger Metro with estimates for captures in a defined subject property Primary Market Area (PMA), which could vary by land use;
 - iii. Examine other planned and proposed additions to supply that may compete with the subject property and understand their likely timing, size, etc.;
 - iv. Assume potential captures of demand the subject property can achieve based on competitive opportunities available in the market and examinations of other analogous development efforts.
- c. What is the appropriate positioning of these land uses at the subject site and what product types are supportable based on these achieved lease rates, sales prices, rents, etc.?
- i. Examine and conduct overview surveys for examples of comparable/competitive land uses in the market, including office, retail, lodging, rental apartment and for-sale townhouse communities. Survey each for:
 - A. Location
 - B. Product offered
 - C. Achieved rents/lease rates/ADRs
 - D. Occupancies/units sold
 - E. Absorption/sales pace; and
 - F. Key sources of demand.
 - ii. Based on these surveys and the site's location characteristics and potential future attributes, estimate achievable lease rates, ADRs, rental rates and sales prices.

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

- d. How do these opportunities translate into supportable acres for development, timing of development, development intensities, etc.?
 - i. From these lease rates, prices, and ADRs, identify the types of products (e.g. low-rise, mid-rise, single-story vs. midrise, surface vs. decked) the subject property can support.
 - ii. Based on the above, create a land use matrix outlining the supportable units, square feet, and ADRs, number of acres, key product parameters, issues that need to be addressed, likely timing, etc.
- e. What design, amenity, and parking needs are merited to maximize the site's market potential and the City's redevelopment goals?
 - i. Based on the experiences of other projects in the market and identified target market audiences provide recommendations relative to key design considerations, parking needs, potential amenities, etc. that may impact land planning and project success.

3. Convey the Conclusions and Recommendations. The TSW Team will conduct a meeting with the City staff to review the key conclusions from the research and the recommendations for development, which will be provided in an exhibit package suitable for internal and third-party review.

PHASE V: PREPARE PROJECT DELIVERABLES

1. Compile Deliverables. The TSW Team will develop a Plan Document that compiles all of the relevant findings from the planning process along with the Medical District Overlay and Design Guidelines. The team will provide three (3) printed copies of the Plan Document, along with electronic files on a jump drive (original format and PDF, Excel spreadsheets, GIS shapefiles, and supporting graphics). The document will include, but not be limited to, the following specific components:

- a. Executive Summary
- b. Assessment and summary of existing conditions
- c. Description of the public outreach and engagement process
- d. Maps, illustrations, and graphics to support the recommendations and regulations
- e. Medical District Overlay
- f. Medical District Design Guidelines

PROFESSIONAL SERVICES AGREEMENT
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ESTIMATED SCHEDULE OF MEETINGS

MEETING	DATE/TIME	LOCATION	MEETING ATTENDEES			
			CITY STAFF	STAKE- HOLDERS	TSW	CEC
Initial Project Kick-off Meeting	August	TBD	Y	Y	Y	Y
Site Visit to St. Anthony's Midtown Campus Tour	August	Site Visit / Tour	Y	Y	Y	Y
Ridgecrest Homeowner's Association	Sept 7th or Oct. 5th	TBD	Y	N	Y	N
Planning Commission	Sept 7th, Oct. 5th or Nov. 2	City Hall	Y	N	Y	Y
City Council	TBD	City Hall	Y	N	Y	Y
Two (2) Stakeholder Committee Meetings	TBD	TBD	Y	Y	Y	N

PROFESSIONAL SERVICES AGREEMENT
between
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MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT “B”

The Schedule of Fees and Rate Card of the Consultant’s for this Agreement shall be as follows:

Initial Fee Schedule

Fees for the services described above will be invoiced hourly per phase of completion. These fees include all TSW and sub-consultant fees, as well as all expenses. We are open to discussing these further with the City of Midwest City, and they may change based on specific needs and the final scope of work.

PHASE I: BACKGROUND REVIEW, GOALS, & KICK-OFF MEETING - \$2,500.00

PHASE II: STAKEHOLDER MEETINGS - \$6,000.00

**PHASE III: REVITALIZATION PLAN, OVERLAY AND DESIGN GUIDELINES
CREATION - \$45,000.00**

PHASE IV: MARKET ANALYSIS - \$20,000.00

PHASE V: PREPARE PROJECT DELIVERABLES - \$5,500.00

REIMBURSABLE - \$1,000.00

TOTAL PROPOSED FEE - \$80,000.00

ADDITIONAL SERVICES AVAILABLE UPON REQUEST:

Additional Stakeholder Committee Meetings outside the Scope of Work	\$1,800 each
Additional Economic Studies	To be determined
Transportation Study	To be determined
Infrastructure Capacity Study & Cost Analysis	To be determined

PROFESSIONAL SERVICES AGREEMENT
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Tunnell, Spangler & Associates, Inc. d/b/a TSW
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MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Rate Card

Principals

William Tunnell	\$185/hour
Jerry Spangler	\$185/hour
Thomas Walsh	\$185/hour
Adam Williamson	\$185/hour
Caleb Racicot	\$185/hour
Bryan Bays	\$185/hour
Heather Hubble	\$155/hour

Planning & Landscape Architecture

Katy O'Meilia	\$135/hour
Woody Giles	\$115/hour
Alex Fite-Wassilak	\$110/hour
Rebekah Calvert	\$110/hour
David Lintott	\$110/hour
Sarah McColley	\$100/hour
Kristen Koehnemann	\$100/hour
Kristin L'Esperance	\$100/hour
Peyton Peterson	\$100/hour
Laura Richter	\$100/hour
Ryan Snodgrass	\$100/hour
Allison Sinyard	\$95/hour
Christopher Morphis	\$90/hour
David Argo	\$85/hour
Tiffany Moo-Young	\$80/hour
Houston Harris	\$80/hour
Alanna Lucier	\$80/hour
Eloisa De Leon	\$70/hour

Architecture

Lionel Johnson	\$110/hour
Jared Christensen	\$105/hour
John Hand	\$100/hour
Ross Vogel	\$100/hour
Lauren Buss	\$95/hour
Robert Huber	\$90/hour
Blake Albritton	\$70/hour
Junha Jang	\$70/hour

PROFESSIONAL SERVICES AGREEMENT
between
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And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT “C”

Consultant’s Project Team

The following are the members of the Consultant’s Project Team:

Principals

William Tunnell
Jerry Spangler
Thomas Walsh
Adam Williamson
Caleb Racicot
Bryan Bays
Heather Hubble

Architecture

Lionel Johnson
Jared Christensen
John Hand
Ross Vogel
Lauren Buss
Robert Huber
Blake Albritton
Junha Jang

Planning & Landscape Architecture

Katy O’Meilia
Woody Giles
Alex Fite-Wassilak
Rebekah Calvert
David Lintott
Sarah McColley
Kristen Koehnemann
Kristin L’Esperance
Peyton Peterson
Laura Richter
Ryan Snodgrass
Allison Sinyard
Christopher Morphis
David Argo
Tiffany Moo-Young
Houston Harris
Alanna Lucier
Eloisa De Leon

PROFESSIONAL SERVICES AGREEMENT
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MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT “D”

Certificate(s) of Insurance



TUNN&00-01

CBOURDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939 Wilmington, DE 19807	CONTACT NAME: Carol Bourdon	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: cbourdon@wscins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: CONTINENTAL INSURANCE	
	INSURER B: CONTINENTAL CASUALTY	
INSURED Tunnell-Spangler & Associates, Inc. DBA TSW 1447 Peachtree St., NE Suite 850 Atlanta, GA 30309	NAIC #	
	INSURER C: HARTFORD INSURANCE COMPANY	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6020707119	9/5/2020	9/5/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EMPL PRACTICES \$ 10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		6020707119	9/5/2020	9/5/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		6020707167	9/5/2020	9/5/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	44WECAJ8AZ1	12/31/2020	12/31/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liabili			AEH254029695	9/5/2020	9/5/2021	Ea Claim 2,000,000
B	Professional Liabili			AEH254029695	9/5/2020	9/5/2021	aggregate 2,000,000

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


Additional named insured:

Tunnell-Spangler & Associates, Inc. d/b/a Tunnell-Spangler-Walsh & Associates, Inc. and TSW

Certificate holder will be included as additional insured where required by written contract.

CERTIFICATE HOLDER

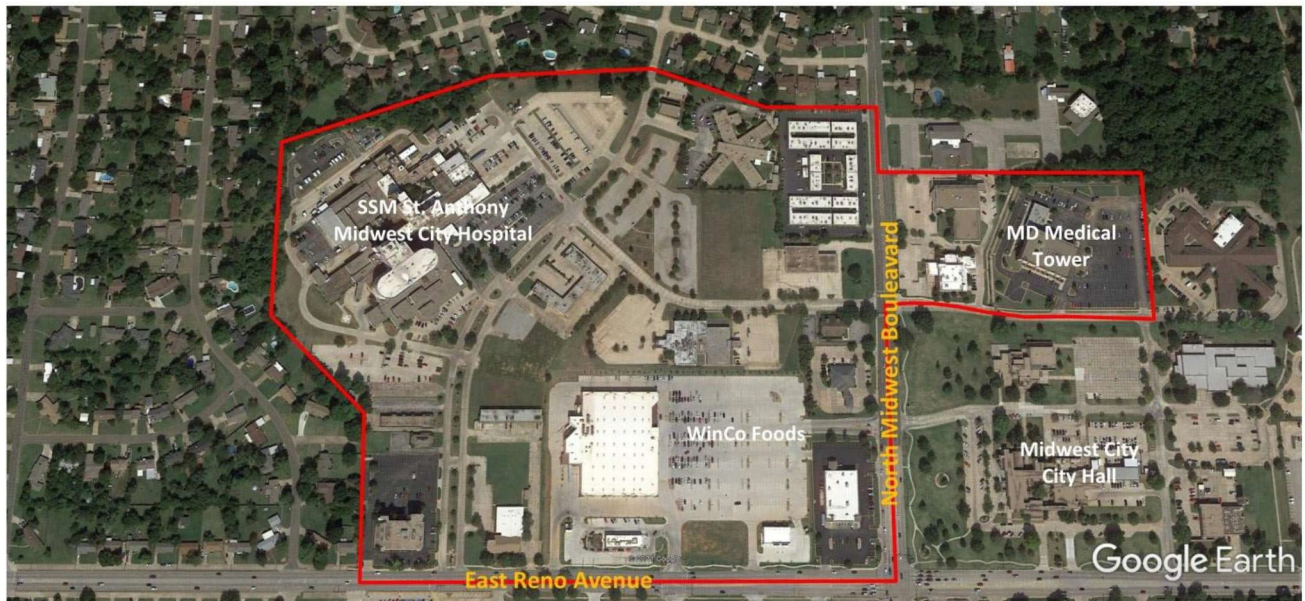
CANCELLATION

City of Midwest City/Midwest City Economic Development Authority Mt. Tim Lyon, City Manager/General Administrator 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 

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT “E”

Site Map





City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police (Interim)

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of entering into a Jail Services Agreement with the United States Armed Forces (Tinker Air Force Base) for 5 years from the date of signatures to provide housing for members of any branch of Military apprehended by Tinker AFB at the rate of \$65.00 per day not to exceed one (1) year.

The Midwest City Police Department requests the Council to enter into an Agreement with the United States Armed Forces (Tinker Air Force Base) for 5 years from the date of signatures to provide housing for members of any branch of Military apprehended by Tinker AFB at the rate of \$65.00 per day for short-term pre-trial and post-trial housing of prisoners, not to exceed one (1) year.

Staff recommends approval.

Sid Porter
Chief of Police (Interim)

Attachment: Jail Services Agreement

STATEMENT OF WORK
Confinement
Midwest City BPA

Period of Performance: 5 Years from date of Contracting Officer's Signature on BPA front page.

1. **Purpose:** The purpose of this agreement between the United States Armed Forces (Tinker Air Force Base) and the Contractor is to set forth rules and regulations for short-term pre-trial and post-trial housing of prisoners, not to exceed **one (1) year**. Contractor shall furnish all labor, tools, equipment, materials, and incidentals necessary to retain all active duty military personnel placed into confinement status per concurrence with 72d Security Forces Squadron. Individuals will be housed for the amount determined by contracting. This will cover all meals to maintain health and welfare. Members of any branch of the military apprehended by Tinker AFB will be placed accordingly under military law and fall under the terms of the contract and memorandum of agreement.

2. **Authority:** Air Force Instruction 31-105, Air Force Instruction 25-201, DODI 4000.19 and related directives.

3. Responsibilities.

3.1 72d Security Forces Squadron

3.1.1 Assumptions. Detainee/Inmate confinement may be required on a daily, weekly, or monthly basis, as determined by the Installation Chief of Security Forces (CSF). A Tinker Air Force Base detainee/inmate confined with contractor shall remain confined there until the 72d Security Forces Squadron confinement staff notifies the contractor of temporary or permanent removal from the facility. The detainees/inmates shall be subject to contractor rules and directives, including rules on discipline and treatment. The 72d Security Forces Squadron will be responsible for providing a list of individuals who are authorized to remove Tinker Air Force Base detainees/inmates from the facility and contractor will ensure Tinker Air Force Base detainees/inmates are released only to the custody of those who are authorized, i.e., 72d Security Forces Squadron Confinement Officer/non-commissioned officer (NCO) or designated escorts. Tinker Air Force Base detainees/inmates may be visited by any individuals except those specifically identified by the 72d Security Forces Squadron on a Restricted Visitation Listing. Tinker Air Force Base detainees/inmates will be provided the same level of services and treatment afforded to other confinees consistent with applicable local laws and standards.

3.1.2 The 72d Security Forces Squadron will notify the contractor of military detainee/inmates requiring short-term confinement upon identification of the necessity to confine such military members. The 72d Security Forces Squadron will pay the sum agreed upon and found within the applicable annually awarded contract per detainee/inmate, per day for housing of military members.

3.1.3 The United States Armed Forces will be responsible for any medical costs, other than basic first aid, including but not limited to, emergency care, hospitalization, long-term care, security and transportation. Detainees/Inmates requiring emergency medical care will utilize

their respective Tricare benefits in accordance with Tricare regulations and policies as payment for such services. The 72d Security Forces Confinement Section will transport military detainee/inmates requiring non-emergency medical treatment outside of the contractor.

3.1.4 When transportation of military detainee/inmates away from the contractor required for routine appointments, telephone notification from the 72d Security Forces Squadron to the contractor will normally be given not later than 1 day prior to the appointment. As a minimum, notification will be 2 hours prior to the actual pick up time.

3.1.5 The 72d Security Forces Squadron will provide detainee/inmates with a uniform to be worn only when transported away from the contractor by members of the Tinker Air Force Base detainee/inmate's parent unit or the 72d Security Forces Squadron.

3.1.6 Furthermore, the United States Armed Forces agrees to hold the contractor harmless of any pre-existing injuries said detainee/inmate(s) might have incurred prior to his/her incarceration within the facility.

3.2 Contractor

3.2.1 The contractor shall house military members being confined by Tinker Air Force Base, on an "as needed" basis.

3.2.2 Contractor shall maintain approval or accreditation/certification with the American Correctional Association (ACA) or a facility accredited by the State. In addition, the contractor must be Prison Rape Elimination Act (PREA) compliant or actively seeking PREA compliance.

3.2.3 If possible, Air Force detainees/inmates will be housed separately from all other detainees/inmates.

3.2.4 Contractor shall provide the Tinker Air Force Base detainee/inmate with appropriate and suitable confinement space to include a bed, mattress, sheets, pillow, blankets, toilet, sink, and shower. Female detainees/inmates will be segregated from male detainees/inmates by both sight and sound.

3.2.5. Contractor shall provide the Tinker Air Force Base detainee/inmate three meals a day and all health and comfort items (i.e. towels, washcloths, toiletries, work clothing, etc.) provided to any other detainee/inmate normally confined within the facility.

3.2.6. Contractor shall place military detainee/inmates into administrative segregation for a minimum of 24 hours not to exceed 72 hours upon initial entry into the detention center. This administrative segregation will be completed prior to permanent housing accommodations as applicable to military detainee/inmate status.

3.2.7 Pre-Trial Detainees: Military pre-trial detainees will be housed alone in separate cells or sleeping areas, separated by sight, from post-trial inmates. However, pre-trial detainees may share the same common areas at the same time with post-trial inmates. The contractor shall ensure foreign nationals are housed separately from military detainees in pre-trial status. Military detainees will not be allowed access to common areas containing foreign nationals.

Additionally, military detainees will be restricted from having any and all physical, verbal and visual contact with foreign nationals.

3.2.8 Post-Trial Inmates: Military post-trial inmates will be housed alone in separate cells or sleeping areas, separated by sight, from pre-trial detainees. However, post-trial inmates may share the same common areas at the same time with pre-trial detainees. The contractor shall ensure foreign nationals are housed separately from military inmates in post-trial status. Military inmates will not be allowed access to common areas containing foreign nationals. Additionally, military inmates will be restricted from having any and all physical, verbal and visual contact with foreign nationals.

3.2.9 Uniforms: The contractor shall provide pre-trial military detainees with a jumpsuit and additional clothing items in accordance with the contractor clothing and dress policy. In accordance with Air Force Instruction 31-105, pre-trial detainees housed in non-Air Force confinement facilities shall wear the uniform prescribed by the contractor. Post-trial military inmates will receive standard clothing items in accordance with the contractor clothing and dress policy.

3.2.10 Medical: The contractor shall accept and dispense prescription medication prescribed and issued by the 72d Medical Group to military detainee/inmates. Prescriptions should be dispensed as directed on the medication itself and may require multiple doses throughout the day. Basic first aid and emergency medical care will be provided by the contractor as needed by military detainee/inmates. The contractor will not be responsible for medical costs other than basic first aid. The contractor shall notify the 72d Security Forces Squadron, confinement section, within 1 hour from the occurrence of all emergency medical cases requiring removal of a detainee/inmate from the facility.

3.2.11 Discipline: The contractor shall document and notify the 72d Security Forces confinement section as soon as possible, not to exceed, 24 hrs of the following situations, as a minimum, involving military detainees/inmates: meal refusals, all disciplinary/derogatory reports, and/or placement into disciplinary segregation. Contractor shall also provide a copy of these reports to the confinement section for the detainee/inmates AF confinement record. The detainees/inmates shall be subject to the institution's rules and directives including rules on discipline and treatment.

3.2.12 The contractor shall ensure military detainees/inmates can use either the facilities complaint system or the Air Force system, i.e., in no specific order, 72d Air Base Wing Inspector General, 72d Security Forces Confinement Officer/NCO/POC, and their chain of command. Detainees/Inmates must be visited by their unit commander or designated representative at least monthly and should be allowed to contact their unit First Sergeant. The contractor shall deny media personnel access to detainee/inmate unless coordinated by 72d Security Forces Confinement Officer/NCO/POC and the 72d Air Base Wing Public Affairs office. Additionally, the facility will prohibit photography/videography of military detainee/inmate unless the detainee/inmate provides written consent.

3.2.13 The contractor shall insure that privileged communication with the following officials are exempt from rejection or censorship: the President or Vice President of the United States, Members of the United States Congress, the Secretary of Defense, Attorney General, Secretary of the Air Force, The Judge Advocate General or one of their representatives, Clergy (after address and pastoral status verified), State and Federal courts, and the military or civilian attorney of the detainee/inmate. Contractor staff may inspect a communication from any of the above in the presence of the detainee/inmate only if there is a reasonable basis to believe the mail

or call contains contraband, or for the purposes of initially identifying the official. If there is no reasonable basis for inspection or censorship when making privileged phone calls, each inmate must be afforded the opportunity to speak on a non-recorded line separate from other inmates.

4. **POC:** The Tinker AFB central point of contact for confinement is the 72d Security Forces Squadron, commercial telephone number (405) 734-6686, Fax (405) 734-3062. Mailing address is 72d Security Forces Squadron/4385 Air Depot, Bldg 7017, Tinker AFB, OK 73145.

Steve E. DeSomer

STEVE DESOMER, Civ, USAF
Resource Advisor, S4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE FA810121A0010	PAGE 1	OF 2	PAGES
2. AMENDMENT/MODIFICATION NUMBER P00002	3. EFFECTIVE DATE 22 Jun 2021	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)				
6. ISSUED BY FA8101 AFSC PZIO 7858 5TH ST STE 1 CP 405 739 4040 TINKER AFB, OK 73145-9125 UNITED STATES Shelley Moore, Contracting Officer, Email: shelley.moore@us.af.mil Telephone: 405-739-4286 Shelley Moore, Contract Specialist, Email: shelley.moore@us.af.mil Telephone: 405-739-4286	CODE FA8101	7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) MIDWEST CITY POLICE DEPARTMENT 100 N MIDWEST BLVD OKLAHOMA CITY, OK 73110-4327 UNITED STATES Lieutenant Frank Valley, Telephone: 405-739-1332				(X)	9A. AMENDMENT OF SOLICITATION NUMBER		
				<input type="checkbox"/>	9B. DATED (SEE ITEM 11)		
				<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER FA810121A0010		
				<input type="checkbox"/>	10B. DATED (SEE ITEM 13) 07 Jun 2021		
CODE 1VJ63		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Section G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Revise the POC

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Shelley Moore Email: shelley.moore@us.af.mil Telephone: 405-739-4286		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 22 Jun 2021
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Supplies or Services & Prices or Costs

Miscellaneous text in this section has been modified to:

1. Description of agreement. The contractor shall furnish supplies and services, if and when requested by the contracting officer (or the authorized representative of the contracting officer) during the period specified in the clause below entitled "Period of Performance." Purchases (which may be referred to as calls) made hereunder may be written or oral. Such calls shall include a description of the supplies or services being ordered; prices therefore; delivery schedule; FOB point; place of inspection and acceptance; preservation, packing and marking requirements; designation of appropriations chargeable together with such other specifics covered elsewhere herein.

Supplies or services will be identified on individual purchases issued in accordance with the paragraph above.

All parts and materials cost shall be reimbursed at actual cost to the contractor. The contractor shall provide receipts for parts and materials claims for reimbursement with each applicable call/order invoice.

2. Extent of obligation. The Government is obligated only to the extent of authorized purchases actually made under the BPA. This agreement may be terminated upon 30 days written notice by either party.

3. Purchase limitation. The dollar limit for each call shall be twenty-five thousand United States (US) dollars (\$25,000.00) when using the Government wide Purchase Card.

4. Pricing. Calls will be made only for the items that appear on and only at the prices listed on the APPROVED PRICE LIST. Negotiation or solicitation for prices and additional requirements will be conducted by the Contracting Officer only. No price changes may be made unless approved by the Contracting Officer.

Price is set at \$65.00 per day.

5. Period of performance. The period of this BPA shall not exceed five (5) years from the date of award.

PoP: 7 June 2021 through 6 June 2026

6. Individuals authorized to purchase under the BPA. The following individuals are designated as authorized callers under subject BPA.

Name Organization Phone

Stuart Richmond, TS 72 SFS/S 405-734-6686

Quintavius Stephens, SS 72 SFS/S 405-734-6686

Steve DeSomer 72 SFS/S 405-734-6686

7. Delivery tickets. All services furnished under the agreement shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

i. Name of supplier.

ii. BPA number.

- iii. Date of purchase.
 - iv. Purchase number.
 - v. Itemized list of supplies or services furnished.
 - vi. Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
 - vii. Date of delivery or shipment.
 - viii. Name of Individual Placing Call.
6. Invoices. A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipt copies of the delivery tickets.
7. Payment. Payment shall be made using GPC.
8. Calls. Calls against Blanket Purchase Agreement: Request will be made "in writing" as defined in FAR 2.101.
9. Security. Contractor personnel shall comply with all Government regulations regarding security procedures, the wearing of badges, access lists, and safety procedure.
10. Effective Period. This Blanket Purchase Agreement is effective (the following date will be identified at time of award).
11. Inspection and Acceptance. Inspection and acceptance will be specified in each individual call. IAW FAR 12.403 (a).



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police (Interim)

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of renewing the Jail Services Agreement for fiscal year 2021-22 with the City of Harrah to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$65.00 per day.

The Midwest City Police Department requests the Council to renew the current agreement with the City of Harrah to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials. This agreement will allow the Midwest City Police Department jail facility to hold adult prisoners for this town at a new rate of \$65.00 per day. The terms of the agreement shall be from July 1, 2021 through June 30, 2022.

Staff recommends approval.

Sid Porter
Chief of Police (Interim)

Attachment: Agreements

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the **1st day of July 2021** by and between the **City of Harrah**, Oklahoma a municipal corporation (hereinafter referred to as "Harrah"), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as "Midwest City").

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

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

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

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

1. Term/Renewal.

- A. The term of this Agreement shall commence on this **1st day of July, 2021 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2022.** Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.
- a. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

2. Definitions.

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

Harrah municipal charge(s) or Harrah municipal conviction(s), or otherwise held at the request of Harrah police.

3. Purpose.

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

4. Termination.

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

5. Compensation.

- A. Harrah's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Harrah agrees to pay Midwest City sixty-five dollars (\$65.00) per day per Harrah prisoner or hold for municipal/state prisoner is held on behalf of Harrah. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Harrah prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Harrah municipal ordinances or Oklahoma state statutes, or otherwise held for Harrah police.
- B. Midwest City agrees to prepare and submit to Harrah monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Harrah agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

6. Services.

- A. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as may be amended from time to time, and

all constitutional rights as provided by the state and federal Constitutions and provide the following services:

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

7. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Harrah to Midwest City upon Harrah's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Harrah's financial responsibility for Harrah prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the Jail.
- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Harrah prisoners and hold for municipal/state prisoners.

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

8. Medical Care.

- A. Harrah will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Harrah prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Harrah ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Harrah prisoners and hold for municipal/state prisoners with the same level of care and services provided Midwest City prisoners. Harrah agrees to provide transportation to and from medical facilities outside of the Jail for any Harrah prisoner or hold for municipal/state prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

9. Severable Liability.

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

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

If to Harrah:

City Clerk

City of Harrah 19625
N.E. 23rd Street P.O. Box
636 Harrah, Oklahoma
73045

With a copy to police chief:

Chief of Police
City of Harrah 19625
N.E. 23rd Street P.O. Box
636 Harrah, Oklahoma
73045

If to Midwest City:

City Clerk
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

With a copy to police chief:

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

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

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

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

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

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

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

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

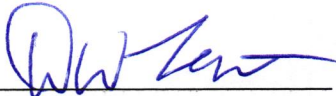
18. Transportation of Harrah Prisoners. Harrah hereby assumes responsibility for the transportation of Harrah prisoners to all municipal court appearances and shall hereby coordinate with the Harrah municipal judges for the posting of bonds for those persons charged with violations of Harrah ordinances.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

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

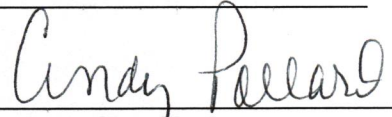
20. Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

City of Harrah

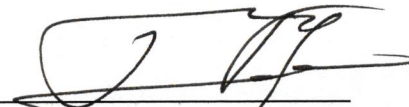
Attest:



Mayor



City Clerk



City Attorney

Approved by the governing body of Harrah, Oklahoma, on this
14th day of June, 20 .

City of Midwest City

Attest:

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Donald Maisch, City Attorney



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Sid Porter, Chief of Police (Interim)

DATE: July 27, 2021

SUBJECT: Discussion and consideration of, including any possible amendment of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2021-22.

The Midwest City Police Department requests the Council renew the current agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility. The terms of the agreement shall be from July 1, 2021 through June 30, 2022.

In consideration of Midwest City Police Department providing space to City Tele-Coin Company for inmate telephone equipment and software, City Tele-Coin Company will compensate the City of Midwest City by paying a commission of fifty-two percent (52%) of all Usage Revenue generated through Traditional Collect, Prepaid Collect and Prepaid Inmate Calling Card telephone traffic (local, intraLATA, interLATA and Interstate) originating from the facility managed by the Midwest City Police Department. City Tele-Coin Company will pay all commissions on a monthly basis along with a monthly report of all monies. City Tele-Coin Company will provide this service and equipment at no cost to the City of Midwest City.

Staff recommends approval.

Sid Porter
Chief of Police (Interim)

Attachment: Proposed Agreement

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this day _____, by and between these parties:

City Tele-Coin Company, Inc. (hereinafter referred to as “**CITY**”), and

Midwest City Police Department (hereinafter referred to as “**MIDWEST**”)

WHEREAS, MIDWEST has requested **CITY** to perform the services hereinafter described and **CITY** has agreed to perform such services, subject to the terms and conditions hereinafter set out:

NOW IN CONSIDERATION of the payment of fees provided hereinafter and other terms and conditions hereinafter set out, **MIDWEST** and **CITY** hereby agree:

(A) THE WORK

MIDWEST agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require inmate telecommunication services, and that said telecommunications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone services. **CITY** shall install, service, and maintain inmate telephone services using methods consistent with sound, generally recognized practices ordinarily associated with the type of work to be performed, to include all existing and future facilities under the management of **MIDWEST**. **CITY** will be responsible for any and all local, long distance, and equipment charges. **CITY** shall remit to **MIDWEST** its portion of the revenues as set out herein below.

(1) LOCATIONS

- (a) Midwest City Jail**
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

(B) COMMISSIONS

As to any inmate phone that is located within those locations listed in Section A.1 whereby service to that phone is being provided by **CITY** successive of cut-over, revenue shall be deemed commissionable and henceforth payable by **CITY** to **MIDWEST** commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual reassignment.

- (1) **CITY** shall remit to **MIDWEST** **52% (Fifty-Two Percent)** of all **Usage Revenue** generated through **Gross Collect and Direct Pay** telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by **MIDWEST**, as listed in Section A "The Work" and processed by **CITY's** call processing system. **CITY** shall issue to **MIDWEST**, a Purchase Discount of **52% (Fifty-Two Percent)** on **Prepaid Inmate Calling Cards** at any time a purchase is made by **MIDWEST**, revenue arising from the sale of Prepaid Inmate Calling Cards, sold by the facility, shall not be paid commission based on Billable Usage Revenue. Billable Usage Revenue is defined as Gross Revenue minus all applicable state, County, city, and/or federal taxes, and all fees applicable by law. **CITY** will pay all said commissions on a monthly basis along with a monthly report of all said monies.
- (2) **Remittance and Acceptance** – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, **CITY** shall remit commission payments to **MIDWEST** on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of **CITY** by way of written notice by **MIDWEST** and shall be made within 30 days after receiving said commission payment. **Acceptance** of said commission payment shall be final and binding if no objections are brought forth after 30 days after receipt thereof.
- (3) **Adverse Conditions** – At any time while this contract is in force and effect, should the Oklahoma Corporation Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes **MIDWEST'S** generated revenue from such traffic to be adversely affected, then both parties agree to work together toward the benefit of each other and may renegotiate the terms of this agreement temporarily or permanently.

(C) TERMS

The initial term of this contract shall be for a period of Twelve (12) months, with the initial term beginning date being **July 1, 2021**. The initial term completion date shall be **June 30, 2022**. Both parties, at their option, have the right to renew or cancel this contract, without cause, by complying exactly with the following procedure. A party desiring to cancel this contract shall give written notice of its intent to cancel by sending notice by certified mail, return receipt, to the address for the other party shown in Paragraph "I" of this contract, proper postage attached. This notice to cancel shall, and must, be mailed and therefore postmarked Ninety (90) days prior to the initial term completion date of June 30, 2022. Should neither party provide the required mandatory notice as set out hereinabove, this contract shall continue automatically on a month to month basis.

(D) ASSIGNMENT

With reasonable notice to **MIDWEST**, **CITY's** interest in and to this service agreement may be transferred or assigned, at the discretion of **CITY**, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

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(E) EQUIPMENT

CITY agrees to provide for **MIDWEST** adequate equipment with the ability to perform monitoring, recording, and cutoff switches. **CITY** has the right, and maintains the right, to remove or relocate any telephone equipment, from any location which is the subject of and governed by the terms of this agreement that **CITY**, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until **MIDWEST** is given ten (10) days written notice of **CITY**'s intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. **CITY** agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of **CITY**. **CITY** agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by **MIDWEST**, subject to industry standards.

(F) OBLIGATIONS OF MIDWEST

MIDWEST agrees to undertake and perform the following: (i) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to **CITY**; (ii) Provide all necessary power and space for proper installation and maintenance of the equipment; (iii) Provide safe and secure access to the equipment by **CITY** and its employees or agents as needed by **CITY**; (iv) Allow **CITY** to affix signs to the equipment, as required by law. Said signs are to be furnished by **CITY**, and **MIDWEST** will not allow any other signs, equipment or information to be affixed to the equipment or in the immediate area unless mutually agreed to by both parties.

(G) DEFAULT

In the event either party fails to perform one of its obligations under this agreement **(i) by defaulting on a payment due; (ii) by non-performance or by interfering with the other party's performance or ability to perform; or (iii) through inability to perform their obligations under this agreement**, and such default or failure continues for more than ten (10) days after the non-defaulting party shall have given the defaulting party written notice specifying such default and demanding that the default be remedied or, in the case of any such default which cannot be remedied with ten (10) days, if defaulting party fails to proceed promptly to remedy any such default receiving such notice, **(iv) or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement**, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

(H) GOVERNING LAW

This Agreement and the rights and obligations of **MIDWEST** and **CITY** hereunder shall be subject to and interpreted in accordance with the laws of the State of Oklahoma. Any action filed concerning this contract/agreement shall be filed in either the State District Court for Oklahoma County or the Federal District Court for the Western District of Oklahoma.

(I) NOTICES

Notices or other communications required to be given under this agreement shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

TO MIDWEST: Midwest City Police Department

Attn: Chief Sid Porter
100 North Midwest Boulevard
Midwest City, Oklahoma 74834

(PH) 405-739-1302

(FX) 405-739-1398

TO CITY: City Tele-Coin Company, Inc.

Attn: Jerry Juneau, Sr.
4501 Marlena Street
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707

(FX) 318-746-1214

(J) EQUIPMENT OWNERSHIP

MIDWEST acknowledges and agrees that **CITY** shall remain the sole and exclusive owner of all inmate telephone equipment, from the interface to, and including, the telephone.

(K) REPAIR SERVICE

CITY shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. **CITY** shall respond within 24 hours after receipt of verbal notice, email notice, or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of **CITY** such as riot, fire, war, flood, parts unavailability, and strike.

- (i) Verbal Notice.....318-629-0760
- (ii) Facsimile Notice.....318-746-1214
- (iii) E-Mail Noticesupport@citytelecoin.com
- (iv) Emergency or Weekends318-588-7094 or 318-629-0760

(L) PREPAID CALLING CARDS

Prepaid calling cards will be provided to **MIDWEST** to be used for resale to inmates at **MIDWEST** only. The prepaid cards provided will not be subject to return or refund. Calling cards are subject to any applicable per charge surcharge fee together with all federal, state, and local taxes. All calling cards will be honored beginning with their first use or sale. Should you desire a third-party commissary operator to handle the prepaid calling card purchases for your facility, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify **CITY** in writing as to the name of the commissary operator you wish to use for the sale of the cards to you. The change to commissary operative will become effective upon our receipt of your notice to change. The change to a commissary operative will not affect your liability for the cost of the cards. You will remain primarily liable for said cost of purchase.

CITY shall invoice you for each of your orders for calling cards. All applicable sales taxes and other charges, including to shipping and handling, will be included in said invoice. You specifically agree to pay said invoice within thirty (30) days of your receipt of your order. Should you provide **CITY** with a Sales and Use Tax Resale Certificate wherein you take responsibility for, and assume the sole liability for, charging and collecting applicable taxes from the end users, and for remitting said taxes to the proper taxing authority, **CITY** will not charge the sales taxes on the purchase invoice submitted to you upon purchase of the prepaid calling cards.

MIDWEST acknowledges that the prepaid calling cards invoice may be subject to a discount as agreed by the parties. The sales invoice will show the face value of the cards less the discount, if any, together with sales tax, shipping and handling charges and will be due and payable thirty (30) days after receipt of **MIDWEST's** order. Should the invoice amount not be paid within the thirty (30) day period, you specifically authorize **CITY** to deduct the balance due from any earned commissions which you may have coming due from **CITY**. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by **CITY** prior to the time of sale.

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(M) EXCLUSIVITY PROVISION

MIDWEST hereby states and affirms that **CITY** shall, during the terms of this agreement and any rollover term, be the exclusive sole provider of any and all inmate telecommunications systems, including but not limited to inmate telephone systems, video visitation systems, messaging, texting, arraignment systems, and any and all other Apps or systems which can be provided by **CITY** by wired or wireless devices.

(N) ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

(O) SEVERABILITY

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

(P) LIABILITY CLAUSE

The City (or Authority/Trust) is a political subdivision of the State of Oklahoma, and is covered by the Oklahoma Governmental Tort Claims Act, Title 51 of the Oklahoma Statutes, Section 151 et seq. Any claim filed against the City/Authority/Trust shall be filed in accordance with the requirements contained in the Oklahoma Governmental Tort Claims Act.

THUS DONE AND SIGNED on this _____ day of _____, 2021.

Midwest City Police Department

By: _____
Signature

Sid Porter
Print Name

Chief
Title

Midwest City Oklahoma

By: _____
Signature

Print Name

Title

THUS DONE AND SIGNED on this _____ day of _____, 2021.

City Tele-Coin Company, Inc.

By: _____
Signature

Gerald L. Juneau
Print Name

President & CEO
Title



Animal Welfare
7221 NE 36th St
Midwest City, OK 73140
NIMlwelfare@midwestcityok.org
Office: 405-427-6640
www.midwestcityok.org

To: Honorable Mayor and Council

From: Vaughn Sullivan, Assistant City Manager

Date: July 27, 2021

Subject: Discussion and consideration for adoption, including any amendment of renewing the Animal Welfare Emergency Services Agreement for FY 2021 - 2022 with the City of Harrah and the Town of Jones to provide emergency animal control services.

Under these agreements, the City of Midwest City will provide emergency Animal Control Services for the City of Harrah and the Town of Jones for fiscal year 2021-2022.

Vaughn Sullivan
Assistant City Manager

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

This Agreement, effective on the 14th day of June, 2021, by and between the **City of Harrah**, hereinafter referred to as "Harrah" and the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City".

WITNESSETH:

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

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

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

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

1. Only upon call by authorized officials of Harrah, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Harrah shall provide a Harrah police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Harrah.
3. Harrah agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Harrah also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Harrah to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the City of Harrah. The City of Harrah shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Harrah through the following 30th day of June, 2021. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination

date hereof. Said renewal shall be for the following fiscal year (**July 1, 2021 through June 30, 2022**). This Agreement may be renewed from year to year.

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

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

City of Midwest City

Matthew D. Dukes II, Mayor


Attest:

Sara Hancock, City Clerk

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

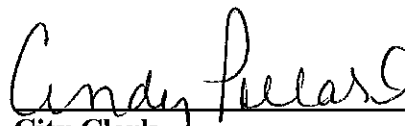
Heather Poole, City Attorney

City of Harrah



Mayor

Attest:



City Clerk

Approved as to form and legality this 14 day of June, 2024.



City Attorney

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

This Agreement, effective on the 1st day of June, 2021, by and between the **Town of Jones**, hereinafter referred to as "Jones" and the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City".

WITNESSETH:

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

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

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

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

1. Only upon call by authorized officials of Jones, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Jones shall provide a Jones police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Jones.
3. Jones agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Jones also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Jones to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the Town of Jones. The Town of Jones shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Jones through the following 30th day of June, 2021. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination

date hereof. Said renewal shall be for the following fiscal year (**July 1, 2021 through June 30, 2022**). This Agreement may be renewed from year to year.

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

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

City of Midwest City

Matthew D. Dukes II, Mayor

Attest: _____
Sara Hancock, City Clerk

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

Don Maisch, City Attorney

Town of Jones

Ray Polanco
Mayor

Attest: _____
Jammy A. Wallace
City Clerk

Approved as to form and legality this 1st day of June, 2021.

City Attorney



Animal Welfare
7221 NE 36th St
Midwest City, OK 73140
animalwelfare@midwestcityok.org
Office: 405-427-6640
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Vaughn Sullivan, Assistance City Manager

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of renewing the Animal Welfare Services Agreement for fiscal year 2021-22 with the City of Harrah and Town of Forest Park for animal care services at an intake rate of \$240.00 per dog or cat being held up to seven days.

Under this agreement, the City of Midwest City will continue to house and care for the animals that the City of Harrah and the Town of Forest Park may bring to our animal welfare facility.

Staff recommends approval.

Vaughn Sullivan
Assistant City Manager

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

This Agreement is made and entered into this 14th day of June, 2021, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **City of Harrah**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

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

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

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
2. Midwest City agrees that it shall accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Midwest City by Municipality or those working under its direction. The hours of operation for acceptance are Monday through Saturday 9:00 a.m. through 6:00 p.m. Municipality must make arrangements internally to accept unwanted/owned animals or strays found by citizens within its city limits. Midwest City shall not accept unwanted/owned or stray animals directly from citizens of Municipality.
3. Midwest City agrees that all activities relating to veterinary medicine and veterinary care given to animals in its custody shall be performed by or at the direction of a licensed doctor of veterinary medicine, in compliance with the Veterinary Practice Act of State of Oklahoma.
4. Midwest City agrees that, for the purpose of this Agreement, it shall maintain office hours for reclamation and adoption of animals from 9:00 a.m. to 6:00 p.m., Monday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
5. Midwest City agrees that upon proof of sufficient ownership, it shall release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- a. A vaccination receipt or a DVM's written or verbal acknowledgment of a valid rabies vaccination must be provided to comply with the Oklahoma State statutes relating to vaccination. If the owner does not have sufficient proof of vaccination, it shall be the responsibility of the owner to have the animal properly vaccinated and provide sufficient proof to the Municipality. Municipality shall be responsible for following up with owners of reclaimed animals to ensure this is done by their ordinance and/or state statute.
 - b. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
 - c. Midwest City takes no responsibility for the collection of fees or issuance of citations on behalf of the Municipality.
6. Midwest City shall keep in its custody and properly care for dogs and cats licensed, tagged or with a known owner collected and delivered to Midwest City by Municipality for a period of seven (7) days unless sooner redeemed by the owner. Any dog or cat collected and delivered to Midwest City by Municipality whose owner is unknown (meaning a stray) shall be held for five (5) days unless sooner redeemed by its owner. D/A will be billed as required. Dogs and cats entered at the collected and delivered to Midwest City by Municipality for Disposal only will be humanely disposed of upon entry. Holidays shall not be counted for billing purposes. After the expiration of the required holding period, Midwest City shall dispose of animals as it deems fit and/or humane.
7. Midwest City agrees that it will provide proper food, water, shelter, care and other humane treatment for such animals while they are in its possession and until they are placed or otherwise disposed of by Midwest City.
8. Midwest City agrees that it will provide access to the public in seeking lost or stray animals during the hours scheduled in paragraph 4 above.
9. Midwest City and Municipality do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement brought to Midwest City by Municipality as follows, with payment made by Municipality to Midwest City:
 - a. Two hundred and forty dollars (\$240.00) per animal for live dogs and cats entered by municipality. This fee includes up to 7 days boarding as outlined in paragraph 6. Twenty dollars (\$20.00) per sick/injured animal Municipality requests euthanized by Midwest City.
 - b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollar (\$20.00) disposal fee for any dead/euthanized animal Municipality wishes Midwest City to dispose of. This includes animals Midwest City deems euthanized after no reclamation or adoption.
 - d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulate animals (D/A).
 - e. Fifteen dollars (\$15.00) for incineration, or disposal of dead ungulate animals (D/A).
 - f. Midwest City staff reserves the right to determine if an animal is to be entered into the shelter as live or euthanized/dead on arrival. Municipality agrees that euthanasia of healthy animals is not at the discretion of the officer/representative delivering the animal and Midwest City can refuse service should this become an issue.
- 10. If the Animal Welfare supervisor deems, in his/her professional opinion, that the injury or illness of an owned or stray animal is of such a nature that the animal should be immediately euthanized for humane reasons, then Midwest City is authorized to euthanize the animal upon entry.
 - 11. Midwest City shall collect and retain all reclamation/adoption and disposal fees, and shall keep proper financial records to account for them.
 - 12. Municipality may have full information as to the methods, means and manner of the operation, maintenance and management of its animal shelter during the term of this Agreement, including inspection by appointment.
 - 13. In the event Midwest City is required to keep and maintain animals delivered by Municipality in excess of the periods set out in Paragraph 6 of this Agreement because of a requirement of health officials, law enforcement officials, Municipality or court order, Municipality agrees to pay Midwest City the sum of eight dollars (\$8.00) per day for any day the animal is kept and maintained in excess of the requirement set out in Paragraph 6.
 - 14. Midwest City shall have the right to refuse any animal due to health or overcrowding.
 - 15. Midwest City shall keep full and accurate records of all animals brought to Midwest City and a record of their final disposition. It shall individually identify, mark or tag to effect an individual record of each animal received. A current copy of the records shall be open to inspection by Municipality. Midwest City will make every reasonable effort to notify the known owner of the animal including, but not limited to, mailing written notice to the owner.

16. On or before the tenth (10th) day of each month upon proper claim by Midwest City to Municipality, Municipality shall pay all fees to which Midwest City is entitled under the terms of this Agreement.
17. Municipality will provide Midwest City with complete copies of Municipality's animal control ordinances, and keep and maintain them at all times.
18. Municipality, upon delivery of animals to the shelter, shall unload the animals, locate a representative of Midwest City and assist in the proper intake procedures of vaccination, de-fleaing, worming, etc. Municipality shall then enter the animals into the appropriate area of the shelter as specified by Midwest City. Municipality shall complete applicable entry forms prior to Midwest City's acceptance of any animals. Municipality shall have no responsibility in the handling of the animals after acceptance by Midwest City.
19. Municipality hereby agrees that any loss resulting from the performance of this Agreement shall be borne by it and, further, Municipality hereby agrees to indemnify and save forever harmless Midwest City and all of its officers and employees from any and all claims for damages of any kind or nature whatsoever which may hereafter be made against Midwest City or any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages caused by the negligent acts of Municipality, its agents or employees. Nothing in this paragraph shall be deemed a waiver by Municipality of any provision of the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 *et seq.*
20. It is hereby agreed that this Agreement shall not be assigned by Municipality, in whole or in part, without the written consent of Midwest City.
21. It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any litigation proceeding unless such waiver or modification has been signed by the party sought to be charged with such waiver or modification.
22. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice to the offending party.
23. The term of this Agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Municipality through the following 30th day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the following fiscal year (**July 1, 2021 through June 30, 2022**). This Agreement may be renewed from year to year.

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

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



Attest:
Matthew D. Dukes II, Mayor Sara Hancock, City Clerk

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

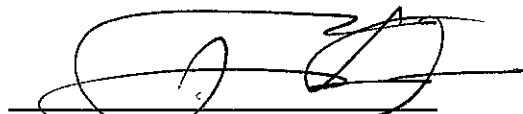
Don Maisch, City Attorney

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

City of Harrah

Attest:
 
Mayor City Clerk

Approved as to form and legality this 14th day of June, 2021.


City Attorney

Approved by the governing body of Harrah, Oklahoma, on this
14th day of June, 2021.

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

This Agreement is made and entered into this 29 day of June, 2021, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **Town of Forest Park**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

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

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

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
2. Midwest City agrees that it shall accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Midwest City by Municipality or those working under its direction. The hours of operation for acceptance are Monday through Saturday 9:00 a.m. through 6:00 p.m. Municipality must make arrangements internally to accept unwanted/owned animals or strays found by citizens within its city limits. Midwest City shall not accept unwanted/owned or stray animals directly from citizens of Municipality.
3. Midwest City agrees that all activities relating to veterinary medicine and veterinary care given to animals in its custody shall be performed by or at the direction of a licensed doctor of veterinary medicine, in compliance with the Veterinary Practice Act of State of Oklahoma.
4. Midwest City agrees that, for the purpose of this Agreement, it shall maintain office hours for reclamation and adoption of animals from 9:00 a.m. to 6:00 p.m., Monday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
5. Midwest City agrees that it shall, upon payment by the animal's owner of all applicable Midwest City animal reclamation fees and costs, release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- a. A vaccination receipt or a DVM's written or verbal acknowledgment of a valid rabies vaccination must be provided to comply with the Oklahoma State statutes relating to vaccination. If the owner does not have sufficient proof of vaccination, it shall be the responsibility of the owner to have the animal properly vaccinated and provide sufficient proof to the Municipality. Municipality shall be responsible for following up with owners of reclaimed animals to ensure this is done by their ordinance and/or state statute.
 - b. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
 - c. Midwest City takes no responsibility for the collection of fees or issuance of citations on behalf of the Municipality.
6. Midwest City shall keep in its custody and properly care for dogs and cats licensed, tagged or with a known owner collected and delivered to Midwest City by Municipality for a period of seven (7) days unless sooner redeemed by the owner. Any dog or cat collected and delivered to Midwest City by Municipality whose owner is unknown (meaning a stray) shall be held for five (5) days unless sooner redeemed by its owner. D/A will be billed as required. Dogs and cats entered at the collected and delivered to Midwest City by Municipality for Disposal only will be humanely disposed of upon entry. Holidays shall not be counted for billing purposes. After the expiration of the required holding period, Midwest City shall dispose of animals as it deems fit and/or humane.
7. Midwest City agrees that it will provide proper food, water, shelter, care and other humane treatment for such animals while they are in its possession and until they are placed or otherwise disposed of by Midwest City.
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 - a. Two hundred and forty dollars (\$240.00) per animal for live dogs and cats entered by municipality. This fee includes up to 7 days boarding as outlined in paragraph 6. Twenty dollars (\$20.00) per sick/injured animal Municipality requests euthanized by Midwest City.
 - b. Eight dollars (\$8.00) per additional day of boarding.

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 - d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulate animals (D/A).
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- 10. If the Animal Welfare supervisor deems, in his/her professional opinion, that the injury or illness of an owned or stray animal is of such a nature that the animal should be immediately euthanized for humane reasons, then Midwest City is authorized to euthanize the animal upon entry.
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 - 12. Municipality may have full information as to the methods, means and manner of the operation, maintenance and management of its animal shelter during the term of this Agreement, including inspection by appointment.
 - 13. In the event Midwest City is required to keep and maintain animals delivered by Municipality in excess of the periods set out in Paragraph 6 of this Agreement because of a requirement of health officials, law enforcement officials, Municipality or court order, Municipality agrees to pay Midwest City the sum of eight dollars (\$8.00) per day for any day the animal is kept and maintained in excess of the requirement set out in Paragraph 6.
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 - 15. Midwest City shall keep full and accurate records of all animals brought to Midwest City and a record of their final disposition. It shall individually identify, mark or tag to effect an individual record of each animal received. A current copy of the records shall be open to inspection by Municipality. Midwest City will make every reasonable effort to notify the known owner of the animal including, but not limited to, mailing written notice to the owner.

16. On or before the tenth (10th) day of each month upon proper claim by Midwest City to Municipality, Municipality shall pay all fees to which Midwest City is entitled under the terms of this Agreement.
17. Municipality will provide Midwest City with complete copies of Municipality's animal control ordinances, and keep and maintain them at all times.
18. Municipality, upon delivery of animals to the shelter, shall unload the animals, locate a representative of Midwest City and assist in the proper intake procedures of vaccination, de-fleaing, worming, etc. Municipality shall then enter the animals into the appropriate area of the shelter as specified by Midwest City. Municipality shall complete applicable entry forms prior to Midwest City's acceptance of any animals. Municipality shall have no responsibility in the handling of the animals after acceptance by Midwest City.
19. Municipality hereby agrees that any loss resulting from the performance of this Agreement shall be borne by it and, further, Municipality hereby agrees to indemnify and save forever harmless Midwest City and all of its officers and employees from any and all claims for damages of any kind or nature whatsoever which may hereafter be made against Midwest City or any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages caused by the negligent acts of Municipality, its agents or employees. Nothing in this paragraph shall be deemed a waiver by Municipality of any provision of the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 *et seq.*
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21. It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any litigation proceeding unless such waiver or modification has been signed by the party sought to be charged with such waiver or modification.
22. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice to the offending party.
23. The term of this Agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Municipality through the following 30th day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the following fiscal year (**July 1, 2021 through June 30, 2022**). This Agreement may be renewed from year to year.

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

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

Matthew D. Dukes II, Mayor

Attest:

Sara Hancock, City Clerk

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

Don Maisch, City Attorney

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

Town of Forest Park

George H. Smith
Mayor

Attest:

Carolyn M. Pendarvis
City Clerk

Approved as to form and legality this 29 day of June, 2021.

C. Don Smith
City Attorney

Approved by the governing body of Town of Forest PK, Oklahoma, on this
29 day of June, 2021.



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption of and any amendments to 1) approval of an application and associated documents for HUD Community Development Block Grant COVID-19 (CDBG-CV2) funds available through the Oklahoma Department of Commerce (ODOC), 2) authorization of the Mayor to submit the application, associated documents and any certifications to the Oklahoma Department of Commerce, and 3) authorization of the Mayor and City Manager to enter into the necessary contracts to implement said program.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law to help communities respond to the coronavirus pandemic. The U.S. Department of Housing and Urban Development (HUD), one of the many agencies to deliver the funding, announced the first phase of emergency funding to CDBG grantees. The Oklahoma Department of Commerce (ODOC) has made available their second phase of funding from HUD for the state's 10 CDBG entitlement communities. Midwest City has submitted an application to ODOC for \$1,749,648.08 in funding to implement the following eligible activities:


AFTER SCHOOL ASSISTANCE	
Crutch School Boys and Girls Club Program	\$ 600,000.00
Neighborhoods In Action Boys and Girls Club Hybrid Program	\$ 60,000.00
Neighborhoods in Action Tutoring Program	\$ 30,000.00
JOB TRAINING ASSISTANCE	
Pre-employment Training Grants	\$ 330,000.00
Wrap Around Services	\$ 29,648.08
Employment Readiness Classes	\$ 100,000.00
REHABILITATION ASSISTANCE	
Public Facility HVAC/Ventilation Improvements	\$ 500,000.00
ACTIVITY DELIVERY COSTS:	
	\$ 100,000.00

The submitted project narrative (proposed use of funding) is attached, along with additional required documents, to include a CDBG-CV2 Citizen Participation Plan and resolution. CDBG-CV2 funds will prevent, prepare for, and respond to the coronavirus pandemic and its effects on low-income households and communities, within the scope of eligible Community Development Block Grant (CDBG) activities. Funds are proposed to be used for public services and public facilities serving Midwest City residents impacted by COVID19. Midwest City will be a sub-recipient of the Oklahoma Department of Commerce, if funded.

On July 19, 2021, a public hearing was held by the Citizens' Advisory Committee on Housing and Community Development. The committee reviewed and recommended approval of the application for CDBG-CV2 funding. Copies of the proposed use of funding are available for public review via mail, email and on the Midwest City web site at <https://www.midwestcityok.org/grants/page/public-documents-notice> for a five (5) day comment period. Comments may be directed to the City of Midwest City, Grants Management Department, 100 N. Midwest Blvd., Midwest City, OK; grantsmgmt@midwestcityok.org or 405-739-1216.

Once approved by the Midwest City Council, and award is made by ODOC, staff will provide outreach to the public, to include a summary of programs on the City of Midwest City website at <https://www.midwestcityok.org/grants>.

The city's provision of public services and improving public facilities is identified as a high priority in the 2020-2024 Consolidated Plan. Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft". The signature is written in dark ink and is positioned above a horizontal line.

Terri L. Craft, Grants Manager



ATTACHMENT L – PROJECT NARRATIVE

City of Midwest City ODOC CDBG-CV2 FUNDING PROPOSAL

PUBLIC SERVICES

1. AFTER SCHOOL ASSISTANCE:

The City of Midwest City proposes to expand the Boys and Girls Club's presence in Midwest City by providing operational funds to create a new club site at Crutch School, located at 2401 N. Air Depot, serving approximately 150 students and a new hybrid boys and girls club site at the Midwest City Neighborhoods in Action Center (NIA), located at 1124 N. Douglas Blvd., serving approximately 50 students. Funds would also be used to contract with after-school tutors to provide tutoring assistance at the Midwest City NIA in conjunction with Boys and Girls Club services.

Crutch School, one of 4 school districts that serve Midwest City, is a dependent school district serving students from K4 through 8th grade. 90% of their district is located in Midwest City with the remaining located in an unincorporated area of Oklahoma County. This district has historically struggled to serve its primarily minority and low income student population. The effects of the COVID pandemic on school systems, teachers, families and students has been unprecedented. Students especially, have been impacted in more ways than just academically. While the academic learning gap caused by COVID is the most evident impact (9 to 14 months), students have experienced social-emotional and mental health ramifications from isolation, food insecurity and pandemic uncertainty.

The Boys and Girls Clubs of Oklahoma County, Inc. would start the new club in time for the new school year and would be provided dedicated classroom space on campus, ramping up to a planned 150 student members. It is anticipated that the club could operate for (2) school years using ODOC CDBG-CV funding, while using that 2-year time frame to plan for future club sustainability.

The club will operate with a full-time club site director who will be embedded in the school during the day, supporting teachers and staff, and managing the 3 – 5 hour after-school program with staff and part-time teachers, maintaining a 1:20 staff to member ratio. A mental health representative from Sunbeam Family Health will also be assigned to the site.

A second Boys and Girls Club hybrid site will take place at the Midwest City Neighborhoods in Action Center, where an after-school tutoring program will take place serving approximately 50 Midwest City

youth in the Oklahoma City School District within Midwest City. It is anticipated that the Boys and Girls Club services will be available 2 to 3 times a week at this site.

LMI documentation will be determined through the initial Boys and Girls Club application process, documenting greater than 51% LMI participation.

A summary of Boys and Girls Club programming and services provided to students is attached.

Crutchcho Boys and Girls Club	\$600,000.00
NIA Hybrid Boys and Girls Club Services	\$ 60,000.00
NIA Tutoring Professionals	<u>\$ 30,000.00</u>
TOTAL PROPOSED BUDGET – AFTER SCHOOL ASSISTANCE:	\$690,000.00 (24 MONTHS)

2. JOB TRAINING ASSISTANCE:

The City of Midwest City proposes a Job Training Assistance Program to Midwest City residents who have been affected economically by the COVID pandemic and are unemployed or underemployed due to a job loss, layoff, family job loss, family member loss or other related incident. The program will be administered by staff and will provide pre-employment training grants for votech, industrial school, and college certificate programs to eligible applicants. Staff will provide outreach for the program and work closely with training providers in the metro area. Limited wrap around services would also be available to assist applicants in succeeding in career enhancing programs, along with documenting outcomes. It is anticipated that approximately 100 Midwest City residents could be assisted by the program. The City will also contract for employment readiness classes to be conducted at the Neighborhoods in Action Center, to include GED, computer skills, Google certifications, interview & resume preparation, etc. It is anticipated that approximately 250 residents could be assisted.

LMI documentation will be determined through the application process and class enrollment, documenting greater than 51% LMI participation.

Pre-employment Training Grants:	\$330,000.00
Wrap Around Services	\$ 29,648.08
NIA Employment Readiness Classes	<u>\$100,000.00</u>
PROPOSED JOB TRAINING ASSISTANCE BUDGET:	\$459,648.08

REHABILITATION

3. REHABILITATION ASSISTANCE:

The City of Midwest City proposes a rehabilitation activity to assist public facilities serving limited income clientele in Midwest City, such as senior housing facilities, shelters, senior centers, group homes, etc. with verified HVAC/ventilation needs. Rehabilitation activities will include an evaluation process to determine design/modification needs prior to a project. Rehabilitation will address the improvement of indoor air quality by improving or upgrading HVAC, ventilation and other building systems to reduce and/or prevent the spread of Coronavirus and other airborne pathogens, to include the remediation of any associated hazards (mold, lead based paint, asbestos). It is anticipated that 4 – 6 public facilities can be addressed.

PROPOSED REHABILITATION ASSISTANCE BUDGET:	\$500,000.00
---	---------------------

OVERALL ACTIVITY DELIVERY COSTS:	\$100,000.00
---	---------------------

ODOC CDBG CV-2 PROPOSAL TOTAL:	\$1,749,648.08
---------------------------------------	-----------------------

NEED JUSTIFICATION: The City of Midwest City's 2020-2024 Consolidated Plan and Strategy identifies after school services, job training and public facility improvements as priority needs in Midwest City. The document can be accessed at <https://www.midwestcityok.org/grants/page/public-documents-notices>.



BOYS & GIRLS CLUBS OF OKLAHOMA COUNTY EXAMPLES OF EVIDENCE-BASED PROGRAMS

Out of School Time Program Priorities

- Academic
 - *Power Hour*- Rosters kept
 - *Project Learn* which includes- Power Hour, High-yield learning activities, Parental involvement, School collaboration, Incentives (awards for achievement, attendance and so on)
 - *Money Matters*- Financial Literacy-Survey included
 - *Career Launch*-can do all ages but is built for Middle and High School- Survey included
 - *Pathways* program
 - *DIY STEM*
 - *Ultimate Journey*
 - *Junior Staff*
 - Additional options
 - *My.Future* – Essentials Program- computer literacy with 40 activities about 45 mins each
 - Diplomas to Degrees (d2D) (Native)
 - Diplomas to Degrees
 - Summer Brain Gain (Ages 6-8, 9-11, 12-18)
 - SMART Girls in Action
- Personal Well-Being
 - *Ready, Set, Action*- Teach coping and resiliency skills- Surveys included
- Health & Wellness
 - *SMART Girls and Passport*- Surveys included.
 - *Be A Star Bullying Prevention*
 - *Delinquency Prevention*
 - *SMART Moves*
 - *Substance Use Prevention*
 - *UPS Road Code*
- Recreation & Physical Activity
 - *Triple Play*- Body unit where it takes youth through various sport activities
 - There used to be a Presidential fitness test on there, which was good at giving fitness trials. I still have the information
 - *Play Breaks*- guide to 5-minute bursts of games and dance moves to increase physical activities
 - *ALL STARS*
 - *Playball*
 - *RBI & Jr RBI*
- Leadership & Service
 - *Keystone club*
 - *Torch Club*
 - *Youth for Unity*
 - *Youth of the Year*

- Civic Involvement- Volunteering and community service- Dedicate a number of hours of service. BGCA has a program called a *Million Members/Million hours of service*.

I CARE.

- - DEI Program

- Arts and Creativity
 - *Lyricism 101*- Spoken art
 - *Drama Matters* program
 - *National fine arts and photography* program
 - *Media making*
 - *MusicMakers*

Documentation Examples

- Rosters
- Pre/Post surveys- Tied to programs and listed above
- Calendars and/or program planning sheet
- Report Cards

Diplomas to Degrees

Researchers predict more than two-thirds of future jobs will require at least some level of postsecondary education. Yet, only 50 percent of current high school students feel their school has helped them to develop the skills and knowledge needed for success in postsecondary education. As a targeted program for Academic Success, Diplomas to Degrees (d2D) helps teen Club members overcome this college readiness gap by preparing them to succeed as they pursue post-secondary credentials for the modern workforce.

d2D is a targeted program in BGCA's education core program area that encourages teens to make connections between their interests and future career paths, plan and prepare to enter postsecondary education, and develop the social-emotional skills and attributes to be successful in their educational endeavors.

Money Matters

The new Money Matters curriculum features 25 fun and engaging facilitator-led sessions. Money Matters was designed using the latest research on financial education, behavioral economics and youth development. In our new curriculum, teens develop financial literacy skills that can lead them to workplace readiness, lifelong financial stability and overall success. The Money Matters Suite of Resources features the following components:

- The [Facilitators Guide](#) is a fun, engaging curriculum developed with social-emotional skills and financial literacy skills to support behavior change.
- The [Teen Personal Finance Guide](#) is an aligned guide for teen participants that includes work pages, tip sheets, and resources.
- The [Reality Store](#) program is available now for download! Please note: the program was written before the COVID-19 pandemic. It is recommended for Clubs to follow social distancing guidelines to ensure the safety of members and staff. Visit the Back to Club page for more resources and practical guidance for serving youth with activities and programs during COVID-19.
- Digital Tools include [\\$ky Game](#)

Project Learn

Project Learn is a holistic strategy supporting learning in Clubs. Project Learn is intended to complement and reinforce what youth learn during the school day, while creating experiences that invite them to fall in love with learning. Rooted in social-emotional development practices, programs in this area enable all youth to be effective, engaged, adaptive learners who are on track to graduate with a plan for the future. As an informal learning space, Clubs have an opportunity to offer both remediation and enrichment, all while inviting youth to discover and pursue passions that connect to future opportunities. Project Learn includes experiential learning, so that youth learn actively, through a "hands-on and mind-on" approach.

Project Learn was rigorously evaluated in the late '90s and the study found positive outcomes; the study was published in a peer-reviewed journal; and the program is listed on the National Institute of Justice's programs and practices registry with a promising rating. Extensively field-tested and formally evaluated by Columbia University with funding from Carnegie Corporation of New York, Project Learn has been proven to boost the academic performance of Club members.

Ready Set Action

Ready, Set, Action has been conceptualized and developed through the framework of the Rally program, created by developmental psychologist, Gil Noam. Rally is part of the McLean Hospital and Harvard University's Program in Education, Afterschool and Resiliency (PEAR).

Through theory, practice, and research RALLY aims to provide an integrated model of mental health services and educational support to students in school and after-school settings. It is an inclusive, strength-based model of intervention that helps build students' competence and resilience through relationships with positive adult figures and works in collaboration with families, teachers, school administrators, community programs, mental health professionals and others to support student success.

SMART Girls

SMART Girls is a small-group health, fitness, prevention/education and self-esteem enhancement program designed to meet the developmental needs of girls in three age groups. Through dynamic sessions, highly participatory activities, field trips and mentoring opportunities with adult women, Club girls explore their own and societal attitudes and values as they build skills for eating right, staying physically fit, getting good health care and developing positive relationships with peers and adult

SMART (Skills Mastery and Resilience Training) Moves - revised!

The program now introduces a health promotion approach to support healthy decision-making. Many health programs only identify and address risk and protective factors that are most associated with a young person's ability to avoid risky behavior; typically framed as health prevention. This version of SMART Moves utilizes a health promotion approach, which is focused on building youth's attitudes and skills that support healthy decision-making. It is asset based, focused on building foundational social-emotional skills, and address youth's agency in healthy decision-making.

This approach to SMART Moves better meets the needs of Clubs in several ways:

- Includes integration of high-quality youth development practices and explicit social-emotional skill building into healthy lifestyles content.
- Increased local adaptability by building more content and allowing Clubs to respond to the needs of their community's youth by prioritizing specific health related topics by module. The first module released is Nicotine and other modules such as Substance Use Prevention and Healthy Relationships will come out in 2021.
- Includes content that explicitly builds social-emotional skills through the addition of the SMART Moves: Emotional Wellness program.

Three components: Emotional Wellness, Core, and Modules

1. **(NEW!) SMART Moves: Emotional Wellness** focuses on building the social-emotional skills of self-regulation, impulse control and stress management. Participating youth will build an effective toolbox for self-management and coping. Completing this program prepares youth to participate in SMART Moves: Core and more. Includes 10 sessions.

(NEW!) SMART Moves: Emotional Wellness Teen Expansion Pack is designed to integrate concepts of identifying emotions and self-regulation from the SMART Moves: Emotional Wellness targeted program into your Club's teen center programming. This resource includes implementation tips, emotional check-in examples, discussion-based activities, and a supplemental activity planning guide.
2. **(NEW) SMART Moves: Core** (by grade levels) focuses on helping youth develop healthy decision-making attitudes and skills. The program teaches essential social-emotional skills that enable youth to communicate effectively, make healthy decisions, and refuse to engage in unhealthy behaviors. Includes 10 sessions. SMART Moves: Core **(K-2nd grade)** SMART Moves: Core **(3rd-5th grade)** SMART Moves: Core **(6th-8th grade)**

3. **(NEW!) SMART Moves Modules** (ongoing publication) focus on applying the skills from SMART Moves: Core to making decisions about specific health behaviors. These modules dive deeply into the health behavior and associated risks and build the knowledge, attitudes, and skills of youth to avoid the behavior. Length varies.
4. **SMART Moves: Nicotine Module** (available now) - intended to influence attitudes and teach essential skills to enable youth to make healthy decisions about nicotine and e-cigarettes/vapes. A nicotine module for each grade range can be found at the end of the corresponding SMART Moves: Core Facilitator's Guide. Additionally, the [Vaping Resource Guide](#) contains key information about vaping, its recent growth, and the associated risks.

Substance Use Prevention

Boys & Girls Clubs of America recognizes the devastating impact of substance use – in particular, the opioid epidemic – on Clubs and their communities. Opioid and Substance Use Prevention is a resource guide developed in conjunction with leading public health agencies to provide substance-use prevention strategies tailored to Boys & Girls Clubs. Organized in sections for working with staff, youth, families and communities, the guide includes ample resources, examples and templates.

The Opioid and Substance Use Prevention guide was developed in collaboration with Partnership for Drug-Free Kids, a national nonprofit committed to helping families struggling with a child's substance use. The Partnership provides information and support that empowers parents to offer the guidance their loved ones need and deserve.

From the Program Materials box on this page, download the entire publication, as well as individual tools and templates you can modify to support your Club's substance use prevention work.

Triple Play

Triple Play, BGCA's comprehensive health and wellness initiative, strives to improve the overall health of members, ages 6-18, by increasing their daily physical activity, teaching them good nutrition and helping them develop healthy relationships. Since the Triple Play initiative was introduced in 2005, more than one million Club members have participated in fun fitness activities. The Triple Play initiative, sponsored by The Coca-Cola Company and The Anthem Foundation, nurtures the minds, bodies and souls of Club members.

Ensure you access all materials and curricula: click on the individual pages for the Mind, Body and Soul components of Triple Play. Links for these sections are in the navigation on the left side of the page, under Sports & Recreation.

City of Midwest City

CDBG-CV2 Citizen Participation Plan

The City of Midwest City will operate in accordance with the following citizen participation plan for the Community Development Block Grant Coronavirus Disease Relief Program (CDBG-CV2) as determined by the U.S. Department of Housing and Urban Development (HUD), the Oklahoma State Department of Commerce (ODOC), and the existing City of Midwest City Citizen Participation plan.

The City of Midwest City will encourage citizen participation, targeting the low and moderate income persons in the community that will be effected by any of the proposed programs to be funded by ODOC CDBG-CV2 funds. This has been accomplished by holding a public hearing of the Citizens' Advisory Committee on Housing and Community Development (CAC). The CAC is a committee consisting of citizens representing all six wards of Midwest City and one mayoral appointee. Every effort is made to provide committee representation of low and moderate-income persons, particularly those living in an area where CDBG funds are proposed to be used or have been. The CAC public hearing will discuss the application for ODOC CDBG-CV2 funds and activities that will be pursued with such award. A notice of the public hearing was advertised in the local Midwest City Beacon Newspaper. The notice was published on Wednesday July 7, 2021, allowing a minimum 7 business days' notice of the public hearing. In addition to the publication the notice was also posted on the City of Midwest City website at <https://www.midwestcityok.org/grants/page/public-documents-notices>. The CAC public Hearing was held on Monday July 19, 2021 in the Midwest City Council Chambers. Notice of Special Meeting was also filed in the Office of the City Clerk on June 30, 2021. The CAC recommended the application as written to the City of Midwest City Council who reviewed the application, resolutions, and plans on Tuesday July 27, 2021.

The needs determined for the application were taken from the existing current City of Midwest City 5 year Consolidated Plan (FY20-24) available for review online at <https://www.midwestcityok.org/grants/page/public-documents-notices>.

To ensure that the citizens of Midwest City are given reasonable timely access to the CAC meetings, information, and documentation pertaining to ODOC CDBG-CV2 applications, any awards, and activities proposed for funding the City of Midwest City Grants Department Staff make the following information available online and by request:

- Amount of CDBG-CV2 funds requested
- The proposed activities

- The estimated amount of beneficiaries from the funding that will be low to moderate income
- A copy of the adopted Anti-Displacement Plan on file
- For technical assistance with any of the proposed CDBG-CV2 activities may contact the staff of the Grants Management Department of the City of Midwest City at 405-739-1216 or via email at grantsmgmt@midwestcityok.org
- All proposed CDBG-CV2 activities and above listed pertinent information will be discussed at the CAC Public Hearing on July 19, 2021 after the CAC has made their recommendation the application will be available for public comment online and at 5 designated public facilities until the City Council meeting on July 27, 2021.

The Midwest City Citizen Participation plan requires a minimum of 2 public hearings; one during the application phase for the CDBG-CV2 funding in order to allow the public an opportunity to discuss the proposed activities and the other at the end of the grant fiscal year in order to discuss the outcomes, accomplishments, and beneficiaries of any awarded ODOC CDBG-CV2 funds. The City holds an annual needs meeting in the fall to allow an additional opportunity for the citizens to express any needs in the community. All CDBG-CV2 public hearings will allow for notice a minimum of 7 business day in advance of the hearing. All notices will be advertised in the local newspaper the Midwest City Beacon as well as posted online at <https://www.midwestcityok.org/grants/page/public-documents-notices> .

Any citizen requiring special accommodations is encouraged to contact the Grants Management Department at 739-1216 24hrs hours prior to the meeting. That would include any non-english speaking resident. Though the City of Midwest City does not, according to the most recent census information, possess a significant population of non-english speaking citizens every effort will be made to accommodate such needs.

The City of Midwest City will provide reasonable notice to the community of any substantial changes to proposed CDBG-CV2 activities. We will also observe a minimum of 7 business day notice for all public hearings. In addition, if any change is proposed to the purpose, scope, location, or beneficiaries of the proposed project or if the CDBG-CV2 project budget changes by more than 25%, the public will be notified and afforded an opportunity for additional input.

Any citizen wishing to submit written comment may do so by contacting the Grants Management office at 100 N. Midwest Blvd. Midwest City, OK 73110. The grants office may also be reached by phone during regular business hours of 8am thru 5pm 405-739-1216, and fax 405-869-8636 or via email grantsmgmt@midwestcityok.org. All comments will be acknowledged and complaints addressed by staff within 15 business days.

By formally adopting this Citizen Participation Plan, the Midwest City Council accepts the responsibility for implementing its provisions. The Council further charges all employees and contractors with the responsibility of implementing this plan and living up to the spirit of the citizen participation requirements of the CDBG-CV2 program.

Adopted this 27th day of July, 2021 by the City Council of Midwest City.

Matthew D. Dukes II , Mayor of the City of Midwest City

7/27/2021

(Type) Name and Title of Chief Elected Official

Date

Signature of Chief Elected Official

[S E A L]

Attest:

Subscribed and sworn to before me _____, 20____.

My commission expires _____, 20____. Commission No. _____

Clerk Signature

**COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS RESPONSE
(CDBG-CV2)
2020 CDBG-CV2 PROGRAM**

RESOLUTION

WHEREAS, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, authorized by the Secretary of Housing and Urban Development, as representative of the United States of America, to grant to the State of Oklahoma funds and administrative responsibility for the “Community Development Block Grant- Coronavirus Response (CDBG-CV2)” program; and

WHEREAS, the Oklahoma Department of Commerce, pursuant to designation by the Governor as the administering agency of the Community Development Block Grant Program for Small Cities in Oklahoma, is directed to further the purposes of community development in the State, and is authorized and empowered to accept funds from the Federal Government or its agencies and to enter into such contracts and agreements as are necessary to carry out the functions of the Department; and

WHEREAS, the City of Midwest City is a local unit of general purpose government that will provide opportunity for input by residents in determining and prioritizing community development needs through its written Citizen Participation Plan; and

NOW THEREFORE, BE IT RESOLVED by the City of Midwest City that the city desires to obtain assistance in community development and hereby requests the Oklahoma Department of Commerce to provide assistance under the policies, regulations, and procedures applicable to local communities in Oklahoma.

NOW THEREFORE, BE IT RESOLVED by the City of Midwest City that the city affirms its commitment to take all action within its power to facilitate the receipt of the assistance of community development funds if the city is awarded a Community Development Block Grant, and upon receipt to administer said grant by the rules and regulations established by the United States of America, the State of Oklahoma, and all empowered agencies thereof.

ADOPTED this 27th day of July, 2021, at a (regularly or specially) scheduled meeting of the governing body, in compliance with the Open Meeting Act, 25 O.S. §§ 301-314 (2001).

Matthew D. Dukes, II, Mayor, City of Midwest City

Date

Signature of Chief Elected Official

(S E A L)

Attest:

Subscribed and sworn to before me _____, 20____

My commission expires _____, 20____. Commission No. _____

Clerk Signature



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

Billy Harless, Community Development Director
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kelly Gilles AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official

TO : Honorable Mayor and Council

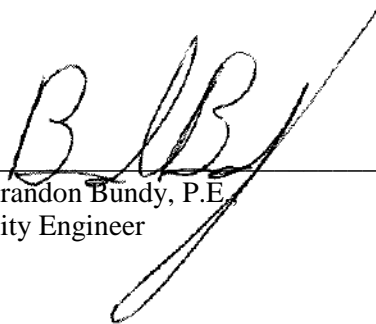
FROM : Brandon Bundy, P.E., City Engineer

DATE : July 27, 2021

SUBJECT : Discussion and consideration of, including any possible amendment, granting various Temporary Easements to The Midwest City Municipal Authority, a public trust, across a certain parcels of land located within the corporate boundaries of Midwest City in the (SW/4) Southwest Quarter of Section Thirty Five (35), Township Twelve (12) North, Range Two (2) West and the North Half (N/2) of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

The Temporary Easements are needed in connection with the ODOT project, JP 33124(04) to resurface Reno Avenue from Midwest Boulevard to Blake Drive. The easements are located along Reno Avenue on parcels related to City Hall, Fire Station No.1, Animal Services and Regional Park.

Staff recommends granting the Temporary Easements.



Brandon Bundy, P.E.
City Engineer

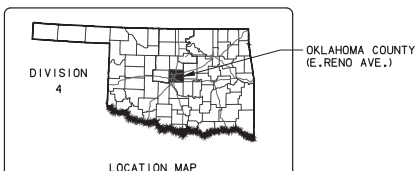
Attachment

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED
EAST RENO AVENUE
FEDERAL AID PROJECT NO. STP-255D(479)AG
ROADWAY, SIDEWALK, AND TRAFFIC CONTROL PLANS
CITY OF MIDWEST CITY
STATE JOB NO. 33124(04)

OKLAHOMA DEPARTMENT OF TRANSPORTATION
**REVISED
PROPOSED R/W**
December 2020

DESIGN DATA	
E. RENO AVE.	
AADT 2019	= 23,960
AADT 2039	= 42,014
V	= 40 MPH
20YR Flex ESALs	= 10.02 M

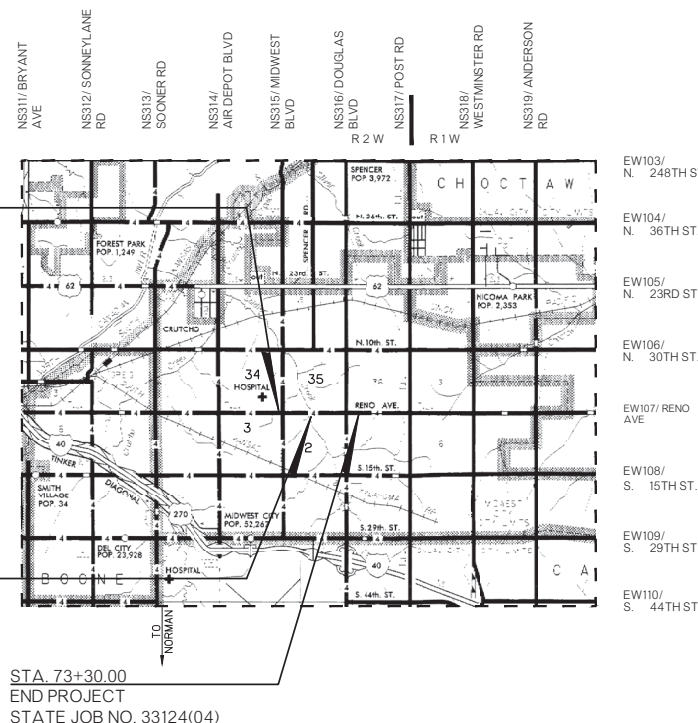


SCALES
PLAN 1" = 20'
PROFILE HOR. 1" = 20'
VER. 1" = 5'
LAYOUT MAP 1" = 5,280'

CONVENTIONAL SYMBOLS	
	PROPOSED ROAD
	RAILROADS
	RANGE & TOWNSHIP
	SECTION LINES
	QUARTER SECTION LINES
	FENCES
	GROUND LINE
	EXISTING ROADS
	BASE LINE
	GRADE LINES
	TELEPHONE & TELEGRAPH
	POWER LINES
	BUILDINGS
	OIL WELL
	DRAINAGE STRUCTURES - IN PLACE
	DRAINAGE STRUCTURES - NEW
	RIGHT-OF-WAY LINES - EXISTING
	RIGHT-OF-WAY LINES - NEW
	CONTROLLED ACCESS
	MAILBOX
	EXISTING CENTERLINE
	EXISTING SANITARY SEWERS
	EXISTING GAS LINES
	EXISTING WATER LINES
	EXISTING TELEPHONE CABLES UNDERGROUND

STA. 9+17.00
BEGIN PROJECT
STATE JOB NO. 33124(04)

STA. 1+83.00
85'-0" PEDESTRIAN BRIDGE
14 FT CLEAR WIDTH
EXISTING NBI# 16922



ROADWAY LENGTH _____ 6,413.00 FT. 1.214 MI.
PROJECT LENGTH _____ 1.214 MI.
PEDESTRIAN BRIDGE _____ 85.00 FT.

EQUATIONS : NONE
EXCEPTIONS : NONE



The City of
MIDWEST CITY

MATT DUKES, Mayor

COUNCIL MEMBERS:

SUSAN EADS	Ward 1
PAT BYRNE	Ward 2
ESPANIOLA BOWEN	Ward 3
SEAN REED	Ward 4
CHRISTINE ALLEN	Ward 5
RICK FAVORS	Ward 6

TIM LYON City Manager



ONE CALL UTILITY LOCATION NUMBER

811
1-800-522-6543

This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.

PUBLIC WORKS DEPARTMENT

PREPARED BY

SUBMITTED BY

GUY ENGINEERING

Certificate of Authorization No. 1427
Renewal Date: June 30, 2022

OLGA HOPPER, P.E. NO. 24197
SHEETS 0001-0003, AR01-AR02, & R001-R017

THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND
IS NOT A
FINAL, SIGNED
AND SEALED
DOCUMENT

RECOMMENDED FOR APPROVAL

BRANDON BUNDY, P.E.
COMMUNITY DEVELOPMENT CITY ENGINEER

DATE

OKLAHOMA
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

DATE APPROVED _____

DATE APPROVED _____

BY _____
CHIEF ENGINEER

BY _____
DIVISION ADMINISTRATOR

JOB 33124(04)

PROJECT NO. STP-255D(479)AG

COUNTY OKLAHOMA HIGHWAY/ROAD E. RENO AVE. SHEET NO. 0001

BRANDON BUNDY, COMMUNITY DEVELOPMENT CITY ENGINEER
CITY OF MIDWEST CITY

SHELLY WILLIAMS / BRANDON DUDGEON
LOCAL GOVERNMENT DIVISION

2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION - ENGLISH
GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY
ADMINISTRATION, DECEMBER 18, 2019.

Benchmark - "13"
804 Nall In Power Pole
ELEV=1027.92
N=49262
E=250353

**SECTION 34,
T12N, R2W**

**SECTION 35,
T12N, R2W**

CITY OF MIDWEST CITY

CITY OF MIDWEST CITY

**SECTION 3,
T11N, R2W**

**SECTION 2,
T11N, R2W**

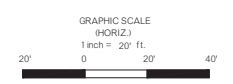
**BLOCK 1
ATKINSON PARK ADDITION
BOOK 31 OF PLATS, PAGE 23**

Benchmark - "11"
804 Nall In Power Pole
ELEV=1043.30
N=492446
E=250806

LEGEND

- PROPOSED MILL & OVERLAY
- PROPOSED 6" CONCRETE DRIVES
- PROPOSED 8" CONCRETE DRIVES & PADS
- PROPOSED ASPHALT DRIVES
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE TRAIL
- PROPOSED CONCRETE PANELS
- TEMPORARY RIGHT OF WAY

- PROPOSED FULL DEPTH PATCH
- PROPOSED TEMP. FIBER LOG
- TACTILE WARNING DEVICES
- PROPOSED SILT FENCE
- PROPOSED CURB/RETAINING WALL
- PRESENT RIGHT OF WAY
- STATUTORY RIGHT OF WAY
- BENCHMARK



GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

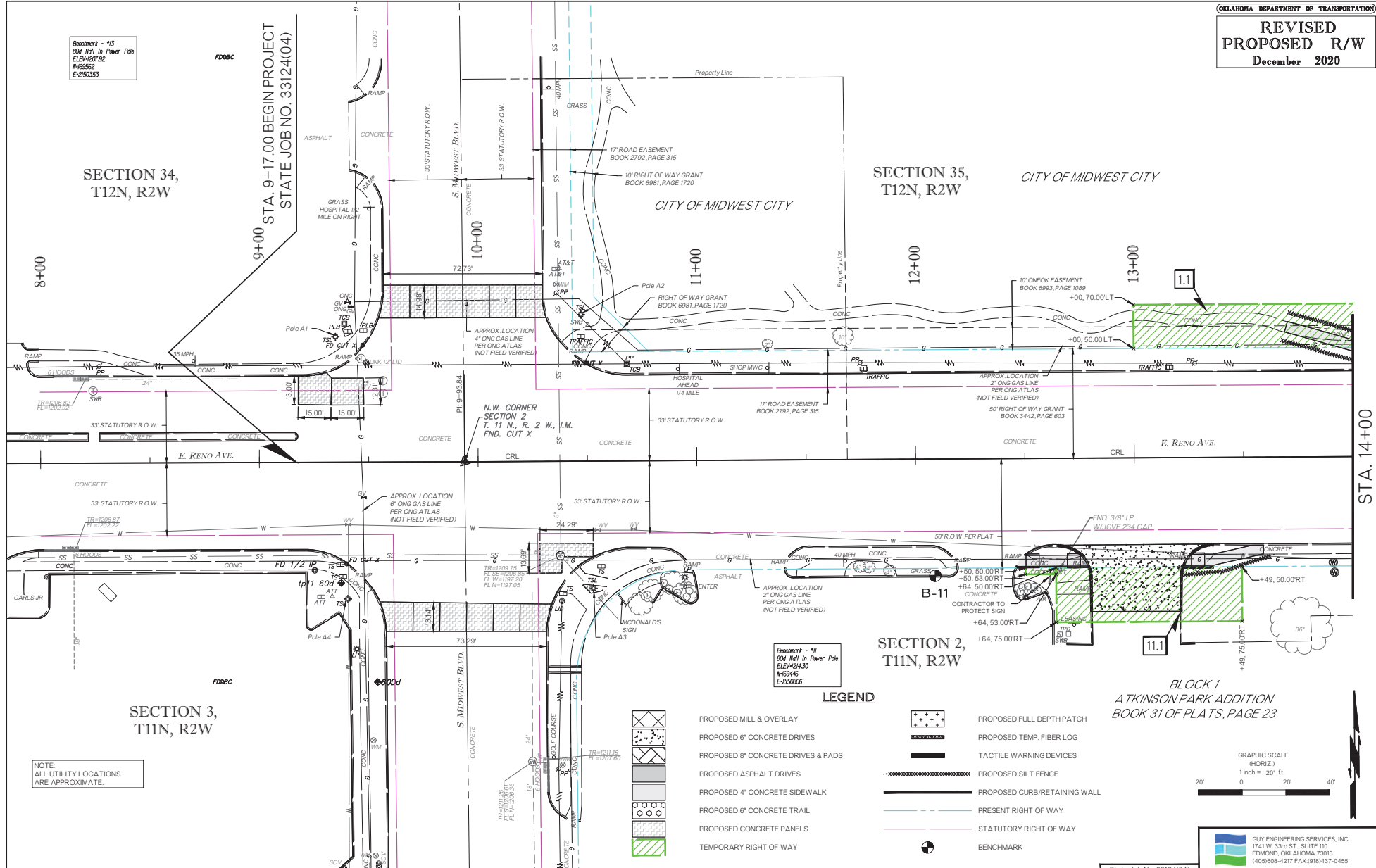
**MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION**

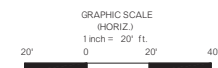
**MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.**

**PAVING & SIDEWALK PLANS
STA. 08+00 - 14+00**

R007

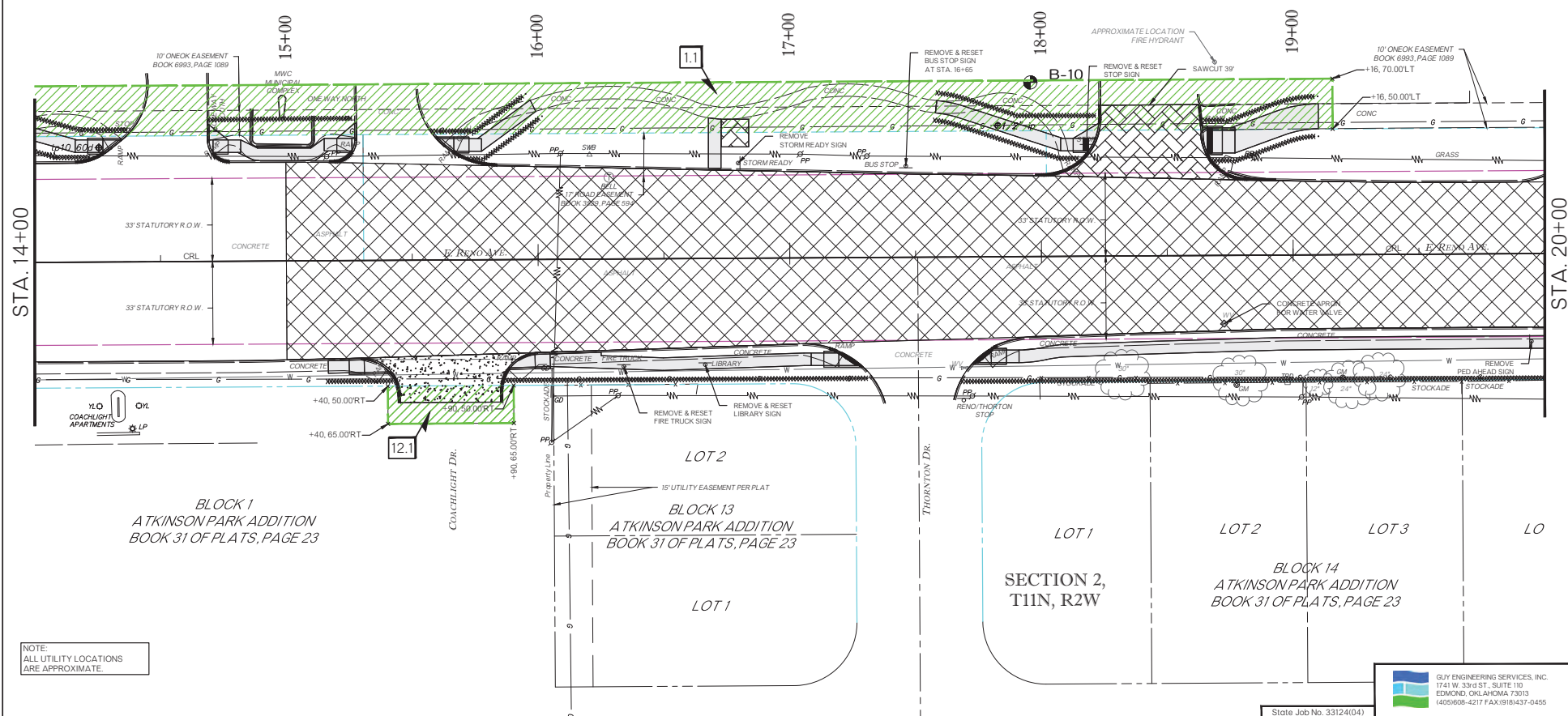
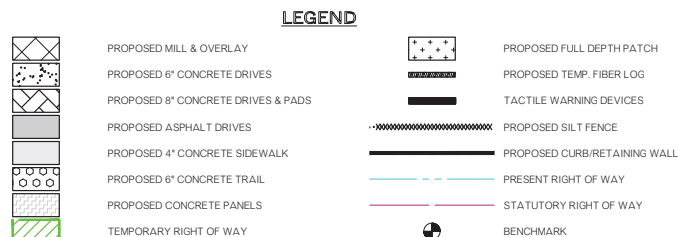
TUBE #	CITY INSPECTOR	COMPLETION DATE	PROJ. NO.	REVISIONS






Benchmark - *10
80d Nail In Power Pole
ELEV=1209.44
N=169572
E=2151392

CITY OF MIDWEST CITY



State Job No. 33124(04)

 GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

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



MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.

PAVING & SIDEWALK PLANS
STA. 14+00 - 20+00

R008

LEGEND

- | | | | |
|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

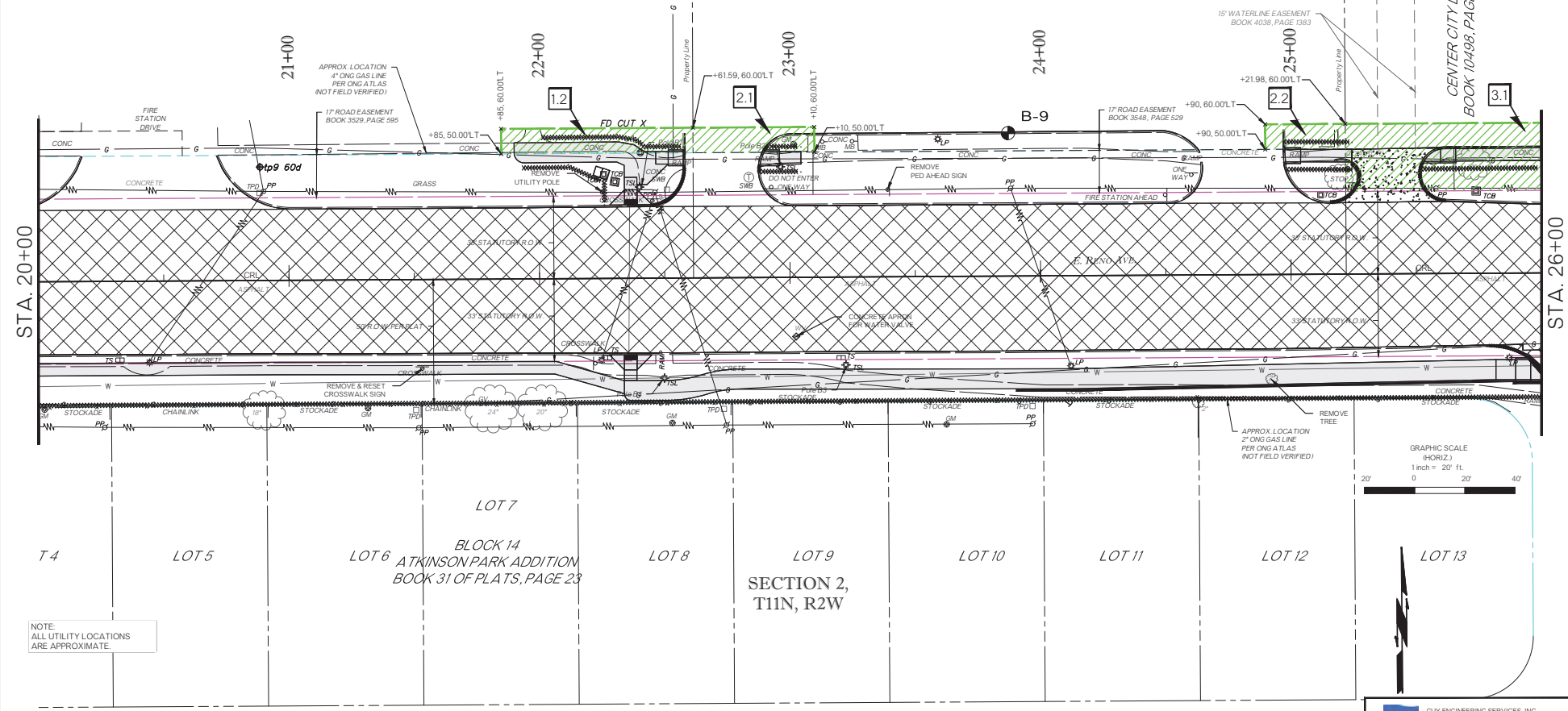
Benchmark - *9
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N=482563
E=252984

**SECTION 35,
T12N, R2W**

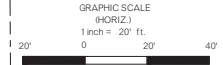
USPS

CITY OF MIDWEST CITY

CENTER CITY LLC
BOOK 10498, PAGE 1605



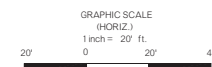
NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.



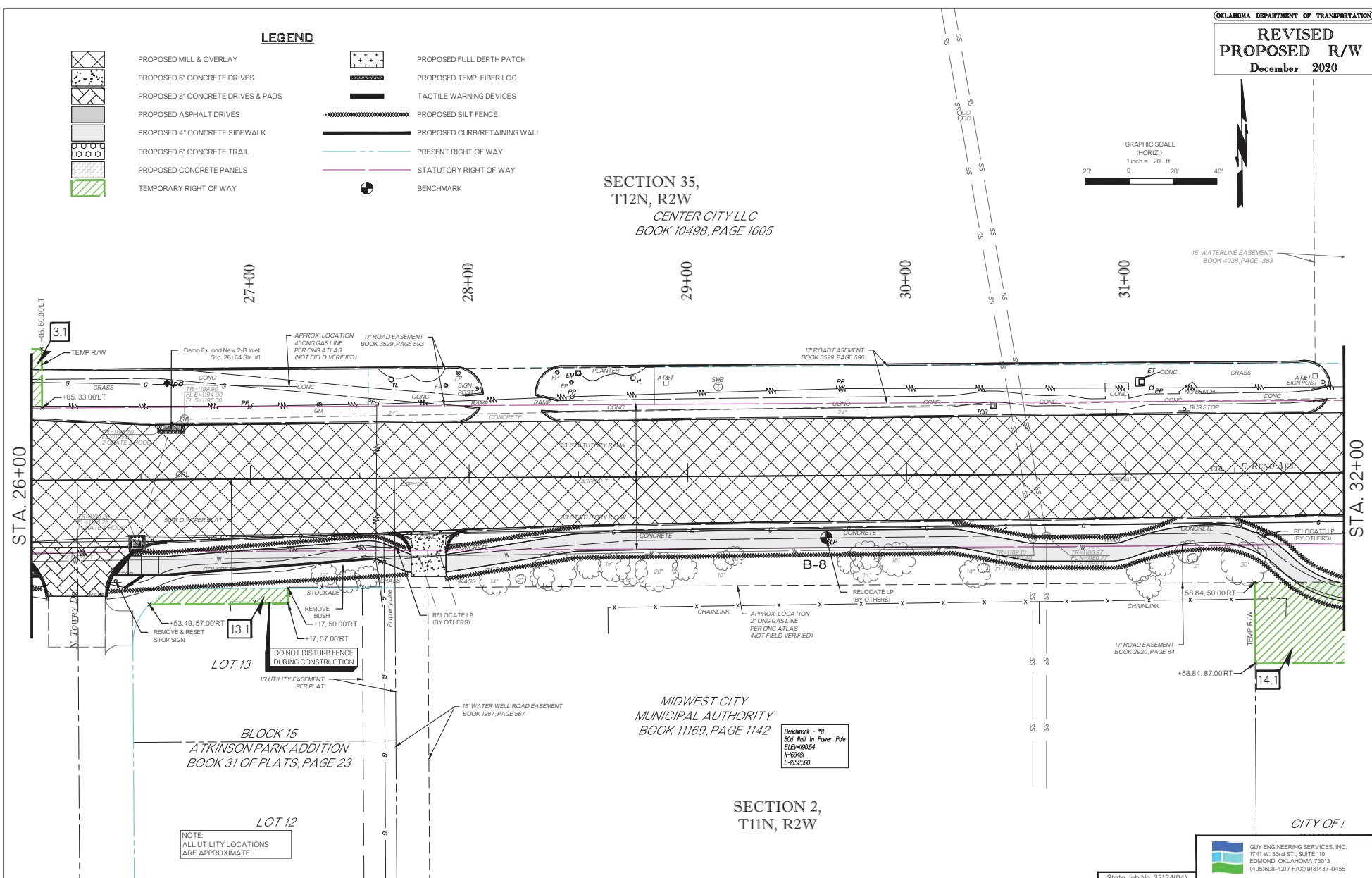
TUBE #	CITY INSPECTOR		REVISIONS		 <div>MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION</div>	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 20+00 - 26+00	R009
	COMPLETION DATE:	PROJ. NO.						
	CONTRACTOR							
	DWC NAME							

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

15' WATERLINE EASEMENT
BOOK 4038, PAGE 1383

SECTION 35,
T12N, R2W
CENTER CITY LLC
BOOK 10498, PAGE 1605



SECTION 2,
T11N, R2W

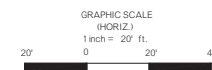
CITY OF /



GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX:(918)437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR	REVISIONS	 MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 26+00 - 32+00	R010
	COMPLETION DATE	PROJ. NO.				
	CONTRACTOR					
	DWG. NO.					



WOODSIDE VILLAGE
APARTMENT LLC

SECTION 35,
T12N, R2W

CITY OF MIDWEST CITY
BOOK 14115, PAGE 1759

SECTION 2,
T11N, R2W

















MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.

PAVING & SIDEWALK PLANS
STA. 32+00 - 38+00

R011

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX:(918)437-0455

State Job No. 33124(04)

	PROPOSED MILL & OVERLAY		PROPOSED FULL DEPTH PATCH
	PROPOSED 6" CONCRETE DRIVES		PROPOSED TEMP. FIBER LOG
	PROPOSED 6" CONCRETE DRIVES & PADS		TACTILE WARNING DEVICES
	PROPOSED ASPHALT DRIVES		PROPOSED SILT FENCE
	PROPOSED 4" CONCRETE SIDEWALK		PROPOSED CURB/RETAINING WALL
	PROPOSED 6" CONCRETE TRAIL		PRESENT RIGHT OF WAY
	PROPOSED CONCRETE PANELS		STATUTORY RIGHT OF WAY
	TEMPORARY RIGHT OF WAY		BENCHMARK

CENTER CITY LLC
BOOK 10498, PAGE 1605

STA. 32+00

STA. 38+00

NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

MIDWEST CITY
1114, PAGE 119
FACT 2

TUBE #	CITY INSPECTOR	
	COMPLETION DATE:	PROJ. NO.
	CONTRACTOR	
	CNO. 11111	

REVISIONS

	RELATIONS

[illegible][illegible]

MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

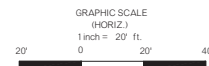
Benchmark - #7
80d Noll In Power Po
ELEV-1187.51
N-169469
E-2153185

**REVISED
PROPOSED R/W**
December 2020

BLOCK 1
REGENCY PARK ADDITION
BOOK 47 OF PLATS, PAGE 58

LEGEND

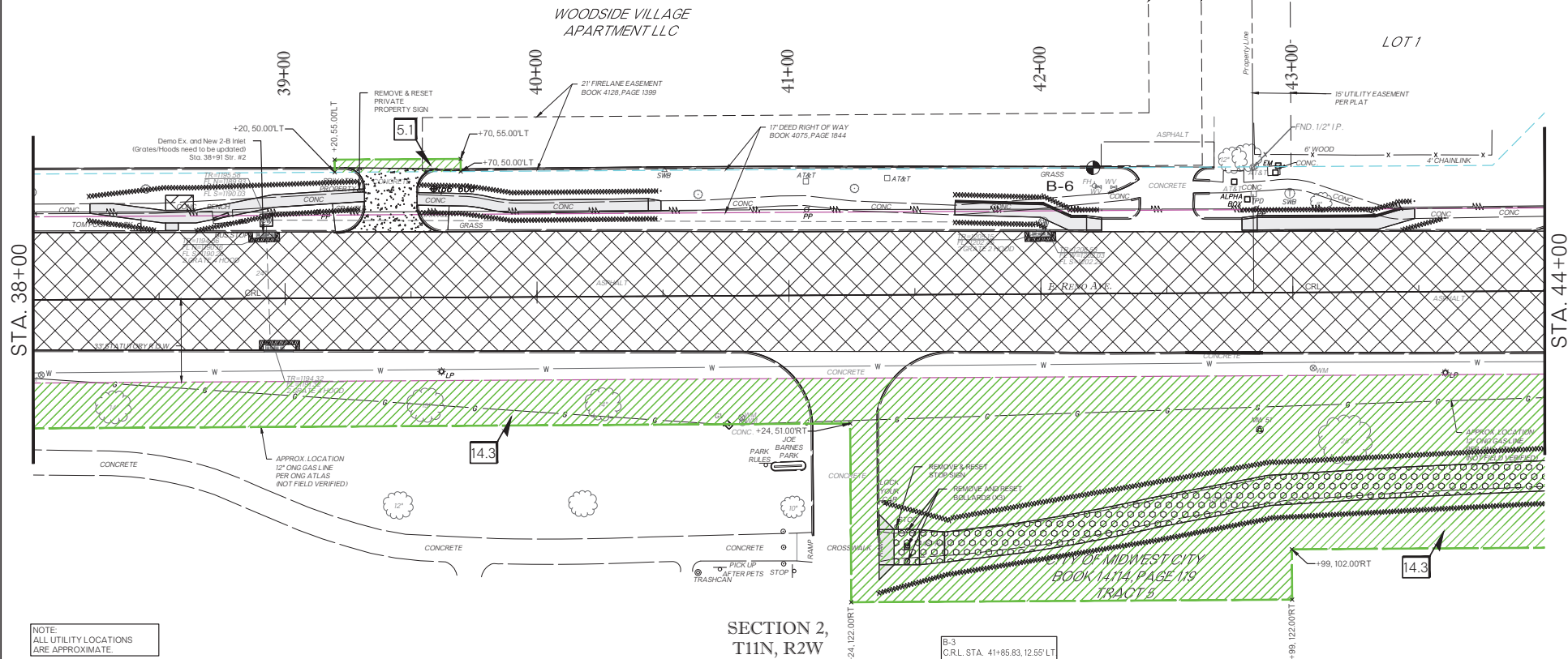
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| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |



Benchmark - "C"
804 Nall In Power Pole
ELEV=2004
N=48267
E=25387

SECTION 35,
T12N, R2W

WOODSIDE VILLAGE
APARTMENT LLC



NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

SECTION 2,
T11N, R2W

B-3
C.R.L. STA. 41+85.83, 12.55' LT
N=169529.3904
E=2153782.3617

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

State Job No. 33124(04)



MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

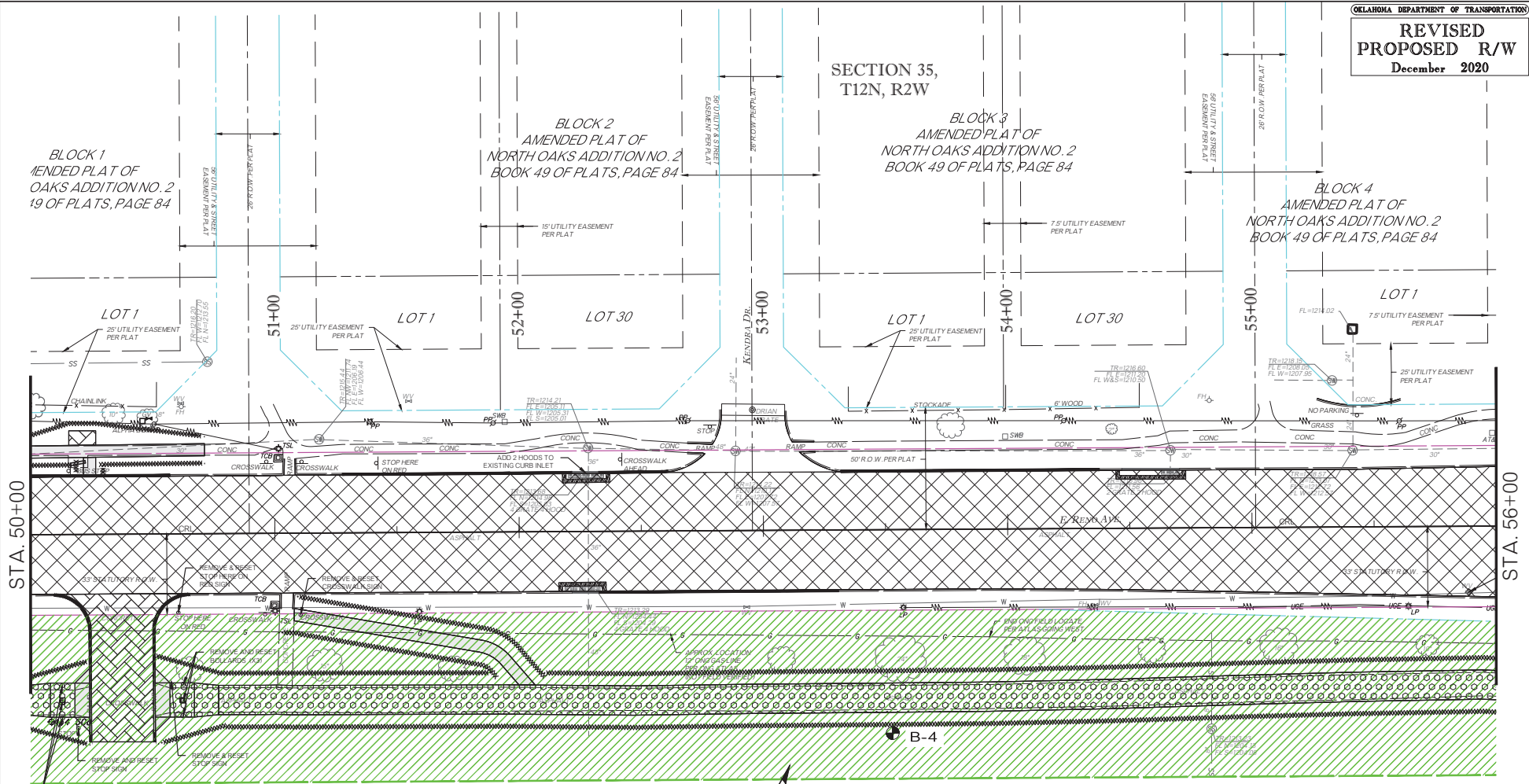
MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.

PAVING & SIDEWALK PLANS
STA. 38+00 - 44+00

R012

TUBE #	CITY INSPECTOR	REVISIONS
	COMPLETION DATE:	
	CONTRACTOR	
	OWG NAME	





STA. 50+00

STA. 56+00

LEGEND

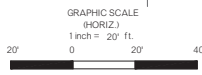
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| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6\"/> | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8\"/> | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4\"/> | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6\"/> | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

**SECTION 2,
T11N, R2W**

Benchmark
 8\"/>

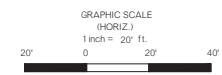
CITY OF MIDWEST CITY
 BOOK 14114, PAGE 119
 TRACT 5



GUY ENGINEERING SERVICES, INC.
 1741 W. 33rd ST., SUITE 110
 EDMOND, OKLAHOMA 73013
 (405)608-4217 FAX (918)437-0455

TUBE #	CITY INSPECTOR	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 50+00 - 56+00	R014
	COMPLETION DATE:					
	CONTRACTOR					
	OWN. NAME					

LOT 1
BLOCK 1
BOULEVARD BUSINESS PARK
BOOK 52 OF PLATS, PAGE 3



LEGEND

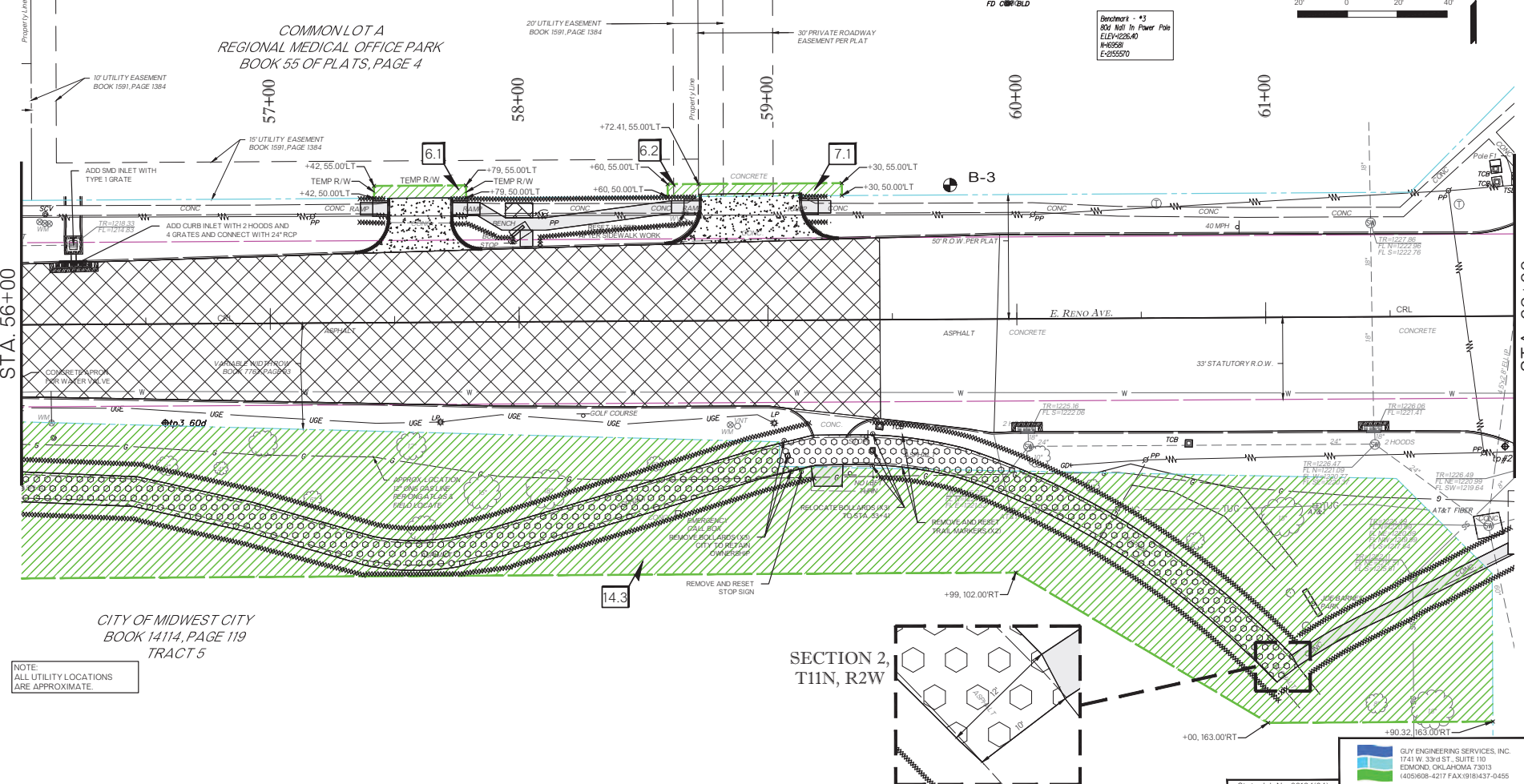
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|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

SECTION 35,
T12N, R2W

COMMON LOT A
REGIONAL MEDICAL OFFICE PARK
BOOK 55 OF PLATS, PAGE 4

STA. 56+00

STA. 62+00



CITY OF MIDWEST CITY
BOOK 14114, PAGE 119
TRACT 5

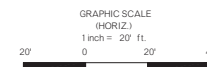
SECTION 2,
T11N, R2W

NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405) 608-4217 FAX (918) 437-0455

State Job No. 33124(04)

DATE	CITY INSPECTOR	COMPLETION DATE	PROJ. NO.	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 56+00 - 62+00	R015



SECTION 36,
T12N, R2W

HAWK LIVING TRUST

MIDWEST PENTECOSTAL
HOLINESS CHURCH

- PROPOSED MILL & OVERLAY
- PROPOSED 6" CONCRETE DRIVES
- PROPOSED 8" CONCRETE DRIVES & PADS
- PROPOSED ASPHALT DRIVES
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE TRAIL
- PROPOSED CONCRETE PANELS
- TEMPORARY RIGHT OF WAY

- PROPOSED FULL DEPTH PATCH
- PROPOSED TEMP. FIBER LOG
- TACTILE WARNING DEVICES
- PROPOSED SILT FENCE
- PROPOSED CURB/RETAINING WALL
- PRESENT RIGHT OF WAY
- STATUTORY RIGHT OF WAY
- BENCHMARK

STA. 62+00

STA 68+00

SECTION 1,
T11N, R2W

MWC AH PROPERTIES LLC
BOOK 13202, PAGE 1137


CVS 2489 OK LLC
BOOK 10904, PAGE 102

MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.

PAVING & SIDEWALK PLANS
STA. 62+00 - 68+00

R016



GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX:(918)437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR	REVISIONS	
	COMPLETION DATE:		PROJ. NO.
	CONTRACTOR		
	CNO. NAME		

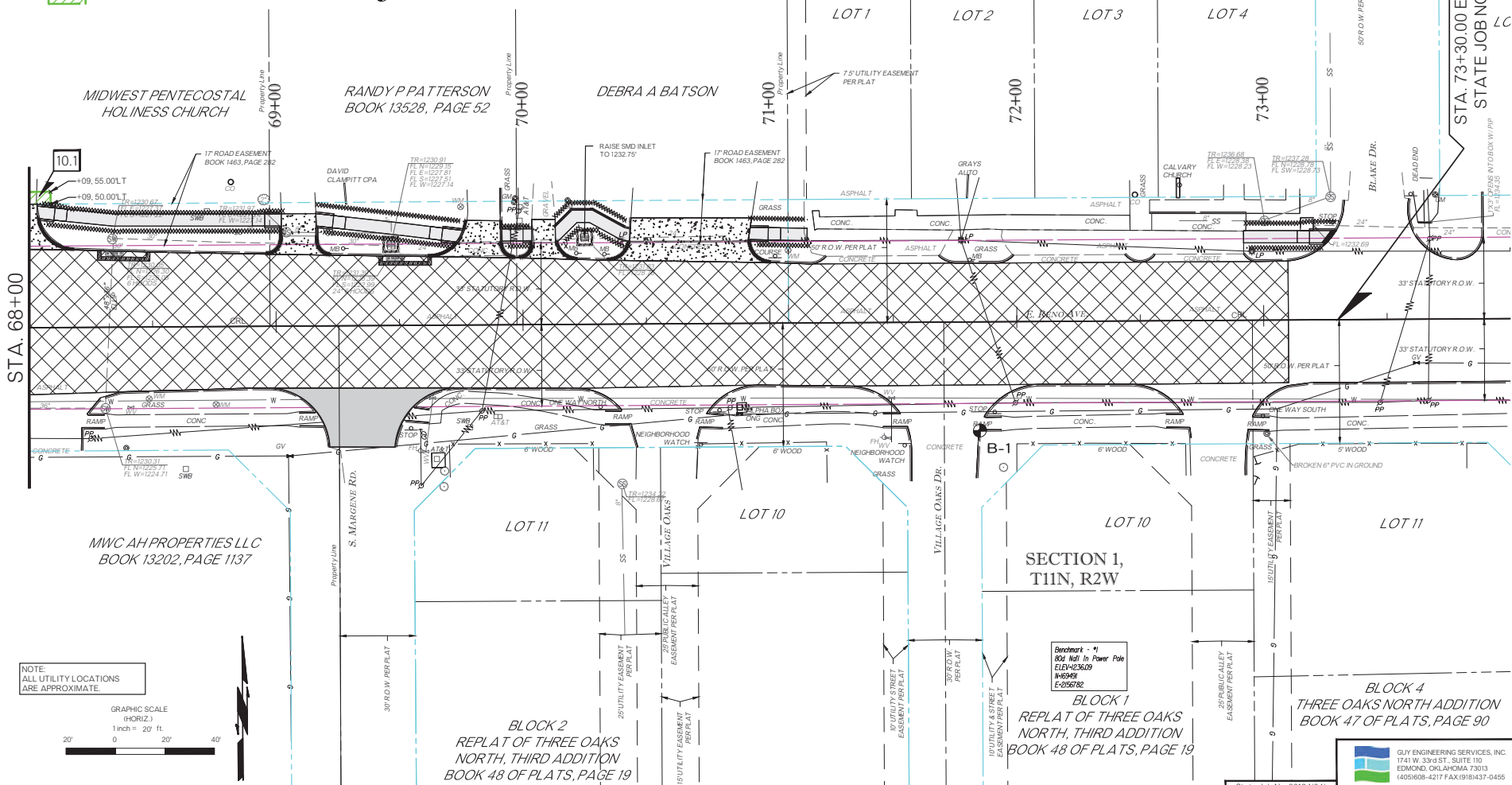
STA. 73+30.00 END PROJECT
STATE JOB NO. 33124(04)

LEGEND

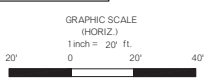
- PROPOSED MILL & OVERLAY
- PROPOSED 6" CONCRETE DRIVES
- PROPOSED 8" CONCRETE DRIVES & PADS
- PROPOSED ASPHALT DRIVES
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE TRAIL
- PROPOSED CONCRETE PANELS
- TEMPORARY RIGHT OF WAY
- PROPOSED FULL DEPTH PATCH
- PROPOSED TEMP. FIBER LOG
- TACTILE WARNING DEVICES
- PROPOSED SILT FENCE
- PROPOSED CURB/RETAINING WALL
- PRESENT RIGHT OF WAY
- STATUTORY RIGHT OF WAY
- BENCHMARK

**SECTION 36,
T12N, R2W**

BLAKE'S NORTHEAST GARDENS
BOOK 28 OF PLATS, PAGE 7



NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.



**BLOCK 2
REPLAT OF THREE OAKS
NORTH, THIRD ADDITION
BOOK 48 OF PLATS, PAGE 19**

Benchmark - *
804' Not in Power Pole
ELEV=2620.9
N=69401
E=256782

**BLOCK 1
REPLAT OF THREE OAKS
NORTH, THIRD ADDITION
BOOK 48 OF PLATS, PAGE 19**

**BLOCK 4
THREE OAKS NORTH ADDITION
BOOK 47 OF PLATS, PAGE 90**

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405) 608-4217 FAX (918) 437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR	COMPLETION DATE	PROJ. NO.	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 68+00 - 74+00	R017

GRANT OF TEMPORARY EASEMENT

Reno Resurface and Sidewalk
JP 33124(04) / J3-3124(004)AG
Oklahoma County
Parcels 1.1, 1.2, 4.1, 14.1, 14.2 & 14.3

KNOW ALL BY THESE PRESENTS:

That The City of Midwest City, a municipal corporation, (grantor) of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Midwest City Municipal Authority, a public trust, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

SEE EXHIBIT A ATTACHED

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the Midwest City Municipal Authority, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the Midwest City Municipal Authority, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except **none** and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this _____ day of _____, 2021.

ATTEST: _____
Sara Hancock, City Clerk

Matt Dukes, Mayor

[illegible]

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 27th day of July, 2021, personally appeared Matt D. Dukes, to me known to me known to be the identical person who executed the within and forgoing me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the as his free and voluntary act and deed for the purposes set out herein set forth.

WITNESS, my hand and seal this _____ day of _____, 2021

My Commission expires: _____
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by Chairman _____ Date: _____

RETURN TO: City Clerk 100 N Midwest Boulevard Midwest City OK 73110

EXHIBIT A

Parcel 1.1 City Hall

A Part of the Southwest Quarter of Section Thirty Five Six (35) Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at a point that is 50' North and 307' East of the SW/C of said SW/4; thence East, and parallel to the South line of said SW/4, a distance of 616"; thence North and parallel to West line of said SW/4, a distance of 20'; thence West and parallel to the South line of said SW/4, a distance of 616'; thence South to the pob. 1.1 City Hall

Parcel 1.2 Fire Station No.1

A Tract of land located in the Southwest Quarter (SW/4) of Section 35, T 12N R 2W of the I.M., in Oklahoma County, Oklahoma, and more particularly described as follows:

Commencing at a point that is 50' North & 50' West of the SW/C of the SE/4 of the SW/4 of said Section 35; thence North and parallel to the West line of said SE/4 of the SW/4 a distance of 10'; thence West and parallel to the South line of said SE/4 of the SW/4 a distance of 76.59'; thence South and parallel to said West line a distance of 10'; thence East and parallel to said South line to the point of commencement. Parcel 1.2 Fire Station

Parcel 4.1. Animal Services

Part of the Midwest City Animal Shelter Final Plat more particularly described as follows:

Beginning at a point on the South line of said plat 111' East of the SW/C; thence North and parallel to the West line of said plat a distance of 5'; thence East and parallel to the South line of said plat a distance of 20'; thence South to the South line of said plat; thence West on the South line of said plat to the point of beginning. Parcel 4.1. Animal Welfare

Parcel 14.1. Regional Park - west

Parts of the Northwest Quarter of Section Two (2) Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at point 393' East of the NE/C of Lot 13 of Block 15 of Atkinson Park Addition and 50' south of the North Section line of said Section 2; thence East and parallel with the North line of said Section Two a distance of 240.72 ' ; thence South and parallel with the West line of said Section 2 a distance of 74'; thence West 52.56'; thence North 37'; thence West 188.16 ' ; thence North 37' to the pob.

AND

A tract also located in the the above referenced Northwest Quarter of said Section Two (2) Beginning 80' West and 50' South of the NE/C of the NW/4 of said Section 2; thence South and parallel to East line of said NW/4 a distance of 75'; thence East and parallel to the North line of said NW/4 a distance of 75'; thence North 75'; thence West to the point of beginning. Parcel 14.1 Regional Park - west

Parcel 14.2 Regional Park

Part of the Northwest Quarter of Section Two (2) Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

The North 75' of the parcel described as Beginning 80' West and 50' South of the NE/C of the NW/4 of said Section 2; thence South 275'; thence; West 150'; thence North 275' thence East to the point of beginning. Parcel 14.2 Regional Park

Parcel 14.3 Regional Park east

Part of the North Half of Section Two (2) Township Eleven (11) North, Range Two (2) West of the

Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at a point that is 75' West and 100' South of the NE/C of the said NE/4 thence South and parallel to East line of said NE/4 a distance of 63'; thence West and parallel to the North line of said NE/4 a distance of 90.32'; thence Northwesterly to a point that is 102' South of the North line and 291.32' West of the East line of said Section 2; thence West and parallel to the North line of said Section 2 a distance of 1700'; thence North and parallel to West line of said Section 2 a distance of 71'; thence West and parallel with the North line of said Section 2 a distance of 443'; thence South and parallel with West line of said Section 2 a distance of 73'; thence West and parallel with the North line of said Section 2 a distance of 56.51'; thence North and parallel with West line of said Section 2 a distance of 91'; thence Easterly to a point that is 50' South and 125' West of the NE/C of the said NE/4 ; thence Southeasterly to the point of beginning. Parcel 14.3 Regional Park east



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

Billy Harless, Community Development Director
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kelly Gilles AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official

TO : Honorable Mayor and Council

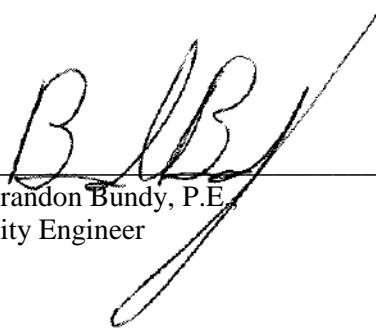
FROM : Brandon Bundy, P.E., City Engineer

DATE : July 27, 2021

SUBJECT : Discussion and consideration of, including any possible amendment, accepting nine (9) grants of Temporary Easement from various grantors, across certain parcels of land located within the corporate boundaries of Midwest City in the South Half (S/2) Section Thirty Five (35), and the Southwest Quarter (SW/4) of Section Thirty Six (36), of Township Twelve (12) North, Range Two (2) West and the Northwest Quarter (NW/4) of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

The Temporary Easements are needed in connection with the ODOT project, JP 33124(04) to resurface Reno Avenue from Midwest Boulevard to Blake Drive. The easements are located on various parcels along Reno Avenue.

Staff recommends accepting the Temporary Easements.



Brandon Bundy, P.E.
City Engineer

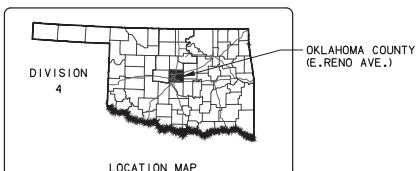
Attachment

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED
EAST RENO AVENUE
FEDERAL AID PROJECT NO. STP-255D(479)AG
ROADWAY, SIDEWALK, AND TRAFFIC CONTROL PLANS
CITY OF MIDWEST CITY
STATE JOB NO. 33124(04)

OKLAHOMA DEPARTMENT OF TRANSPORTATION
**REVISED
PROPOSED R/W**
December 2020

DESIGN DATA	
E. RENO AVE.	
AADT 2019	= 23,960
AADT 2039	= 42,014
V	= 40 MPH
20YR Flex ESALS	= 10.02 M

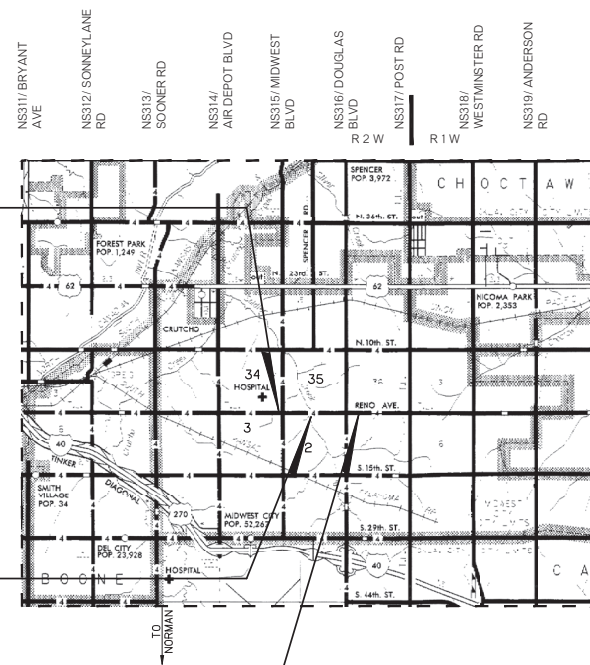


SCALES
PLAN 1" = 20'
PROFILE HOR. 1" = 20'
VER. 1" = 5'
LAYOUT MAP 1" = 5,280'

CONVENTIONAL SYMBOLS	
	PROPOSED ROAD
	RAILROADS
	RANGE & TOWNSHIP
	SECTION LINES
	QUARTER SECTION LINES
	FENCES
	GROUND LINE
	EXISTING ROADS
	BASE LINE
	GRADE LINES
	TELEPHONE & TELEGRAPH
	POWER LINES
	BUILDINGS
	OIL WELL
	DRAINAGE STRUCTURES - IN PLACE
	DRAINAGE STRUCTURES - NEW
	RIGHT-OF-WAY LINES - EXISTING
	RIGHT-OF-WAY LINES - NEW
	CONTROLLED ACCESS
	MAILBOX
	EXISTING CENTERLINE
	EXISTING SANITARY SEWERS
	EXISTING GAS LINES
	EXISTING WATER LINES
	EXISTING TELEPHONE CABLES UNDERGROUND

STA. 9+17.00
BEGIN PROJECT
STATE JOB NO. 33124(04)

STA. 1+83.00
85'-0" PEDESTRIAN BRIDGE
14 FT CLEAR WIDTH
EXISTING NBI# 16922



STA. 73+30.00
END PROJECT
STATE JOB NO. 33124(04)

ROADWAY LENGTH _____ 6,413.00 FT. 1.214 MI.
PROJECT LENGTH _____ 1.214 MI.
PEDESTRIAN BRIDGE _____ 85.00 FT.

EQUATIONS : NONE
EXCEPTIONS : NONE



The City of
MIDWEST CITY

MATT DUKES, Mayor

COUNCIL MEMBERS:

SUSAN EADS	Ward 1
PAT BYRNE	Ward 2
ESPANIOLA BOWEN	Ward 3
SEAN REED	Ward 4
CHRISTINE ALLEN	Ward 5
RICK FAVORS	Ward 6

TIM LYON City Manager



ONE CALL UTILITY LOCATION NUMBER

811
1-800-522-6543

This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.

PUBLIC WORKS DEPARTMENT

PREPARED BY

SUBMITTED BY

GUY ENGINEERING

Certificate of Authorization No. 1427
Renewal Date: June 30, 2022

OLGA HOPPER, P.E. NO. 24197
SHEETS 0001-0003, AR01-AR02, & R001-R017

THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND
IS NOT A
FINAL, SIGNED
AND SEALED
DOCUMENT

RECOMMENDED FOR APPROVAL

BRANDON BUNDY, P.E.
COMMUNITY DEVELOPMENT CITY ENGINEER

DATE

OKLAHOMA
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

DATE APPROVED _____

DATE APPROVED _____

BY _____
CHIEF ENGINEER

BY _____
DIVISION ADMINISTRATOR

JOB 33124(04)

PROJECT NO. STP-255D(479)AG

COUNTY OKLAHOMA HIGHWAY/ROAD E. RENO AVE. SHEET NO. 0001

BRANDON BUNDY, COMMUNITY DEVELOPMENT CITY ENGINEER
CITY OF MIDWEST CITY

SHELLY WILLIAMS / BRANDON DUDGEON
LOCAL GOVERNMENT DIVISION

2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION - ENGLISH
GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY
ADMINISTRATION, DECEMBER 18, 2019.

Benchmark - "13"
804 Nall In Power Pole
ELEV=107.92
N=49262
E=250353

**SECTION 34,
T12N, R2W**

**SECTION 35,
T12N, R2W**

CITY OF MIDWEST CITY

CITY OF MIDWEST CITY

**SECTION 3,
T11N, R2W**

**SECTION 2,
T11N, R2W**

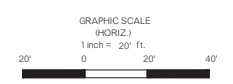
**BLOCK 1
ATKINSON PARK ADDITION
BOOK 31 OF PLATS, PAGE 23**

Benchmark - "11"
804 Nall In Power Pole
ELEV=104.30
N=492446
E=250806

LEGEND

- PROPOSED MILL & OVERLAY
- PROPOSED 6" CONCRETE DRIVES
- PROPOSED 6" CONCRETE DRIVES & PADS
- PROPOSED ASPHALT DRIVES
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE TRAIL
- PROPOSED CONCRETE PANELS
- TEMPORARY RIGHT OF WAY

- PROPOSED FULL DEPTH PATCH
- PROPOSED TEMP. FIBER LOG
- TACTILE WARNING DEVICES
- PROPOSED SILT FENCE
- PROPOSED CURB/RETAINING WALL
- PRESENT RIGHT OF WAY
- STATUTORY RIGHT OF WAY
- BENCHMARK



GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

**MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION**

**MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.**

**PAVING & SIDEWALK PLANS
STA. 08+00 - 14+00**

R007

TUBE #	CITY INSPECTOR	COMPLETION DATE	PROJ. NO.	REVISIONS

NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

STA. 14+00

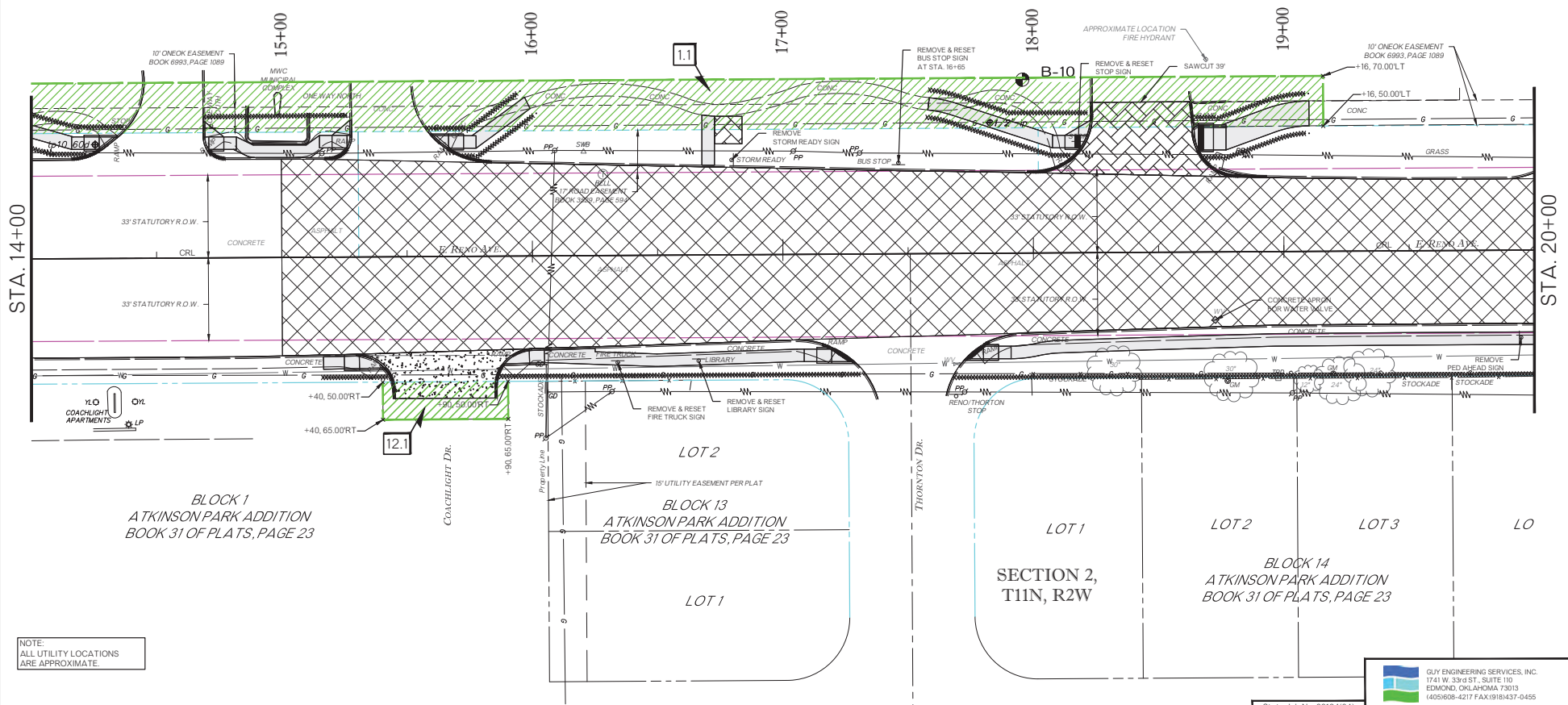
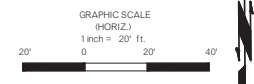
LEGEND

- | | | | |
|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

**SECTION 35,
T12N, R2W**

CITY OF MIDWEST CITY

Benchmark - *10
804 Nall In Power Pole
ELEV=2026.44
N=69572
E=205392



NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 14+00 - 20+00	R008
	COMPLETION DATE					
	CONTRACTOR					
	OWC NAME					

LEGEND

- | | | | |
|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

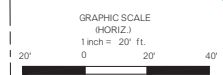
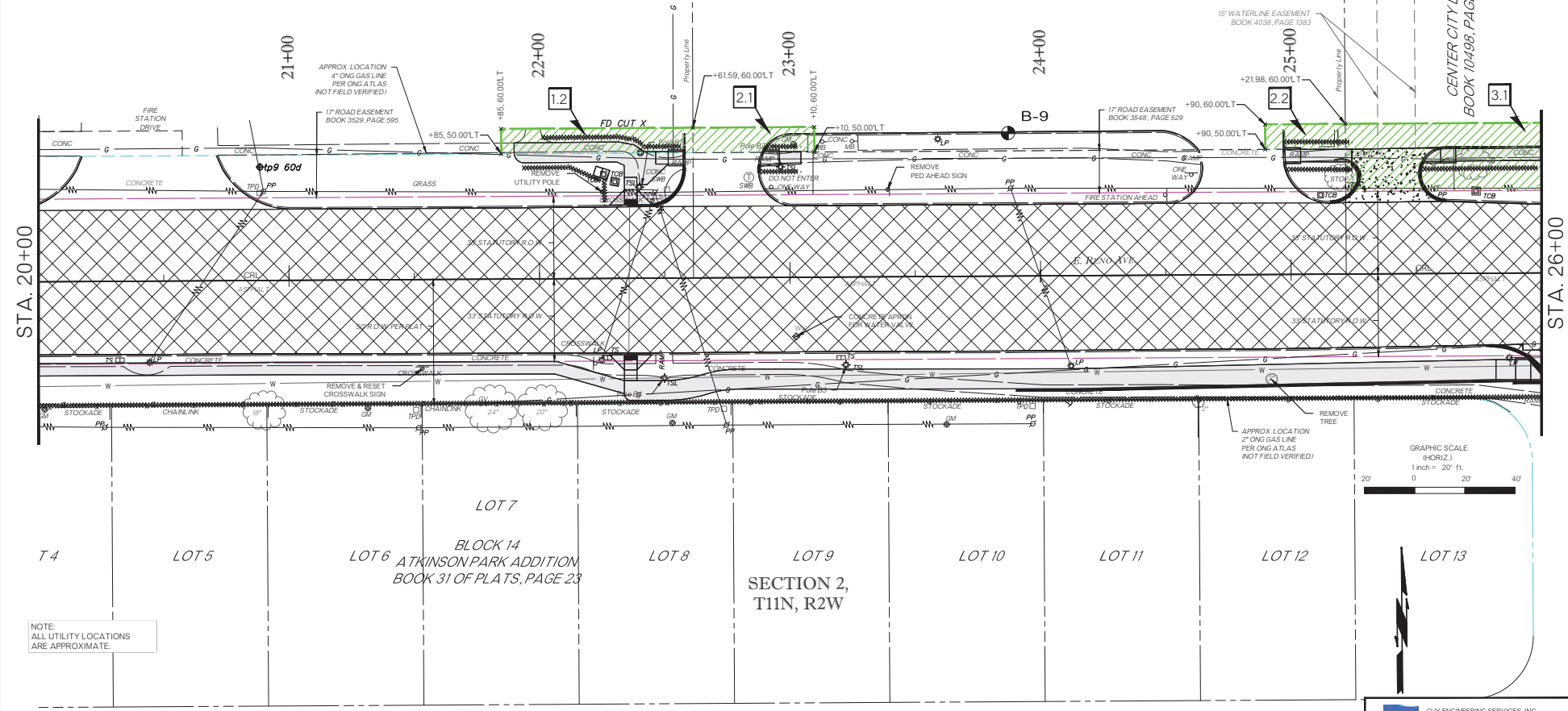
Benchmark - *9
804 Noll In Power Pole
ELEV=2043.97
N=482563
E=252984

**SECTION 35,
T12N, R2W**

USPS

CITY OF MIDWEST CITY

CENTER CITY LLC
BOOK 10498, PAGE 1605

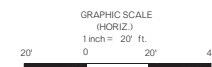


NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

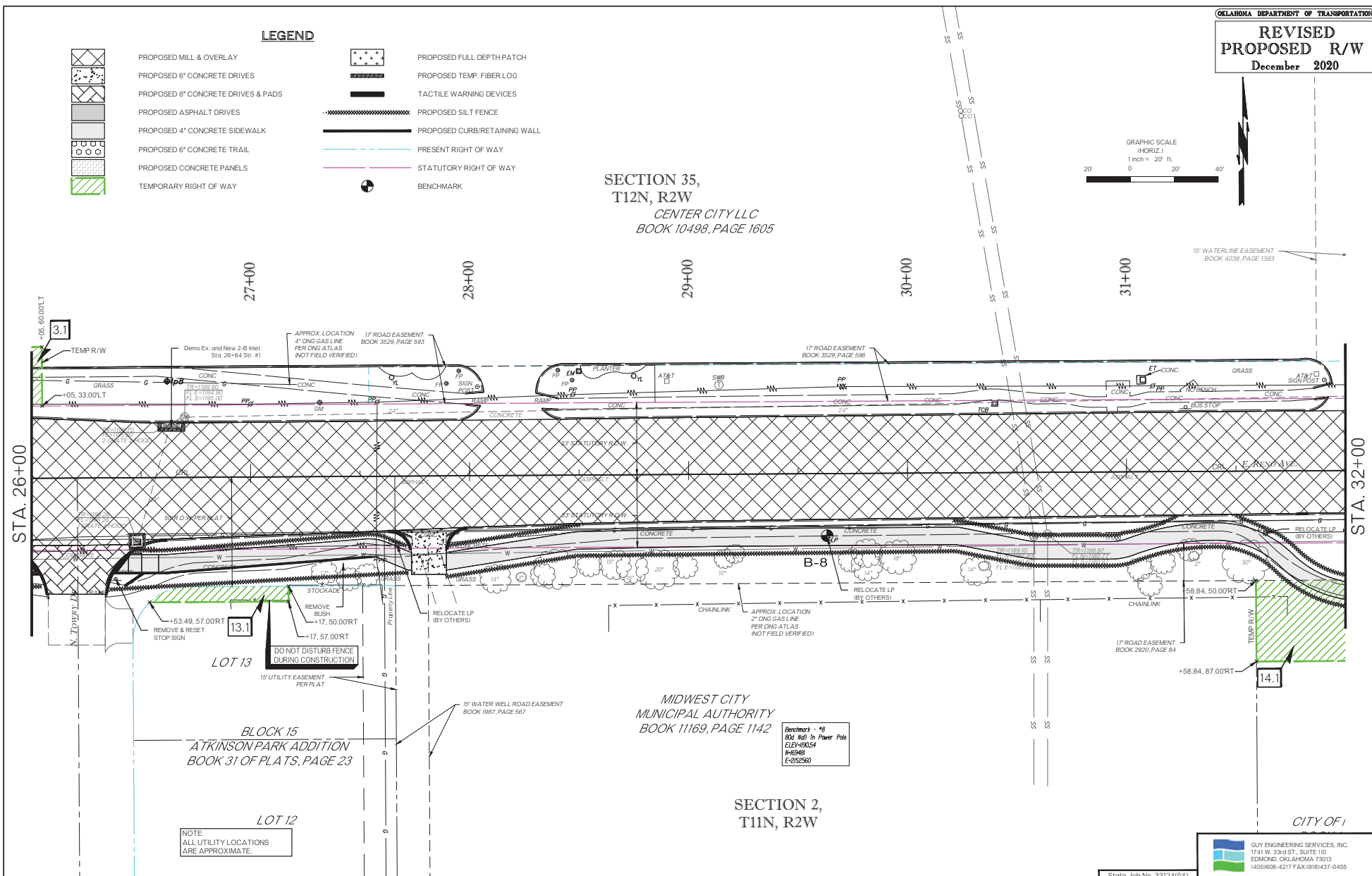
State Job No. 33124(04)

TUBE #	CITY INSPECTOR	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 20+00 - 26+00	R009
	COMPLETION DATE:					
	CONTRACTOR					
	DWG. NAME					



15' WATERLINE EASEMENT
BOOK 4038, PAGE 138

SECTION 35,
T12N, R2W
CENTER CITY LLC
BOOK 10498, PAGE 1605



SECTION 2,
T11N, R2W

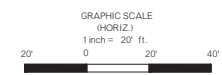
CITY OF /



GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX:(918)437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR	REVISIONS	 MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 26+00 - 32+00	R010
	COMPLETION DATE	PROJ. NO.				
	CONTRACTOR					
	DWG. NO.					



LEGEND

- | | | | |
|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

SECTION 35,
T12N, R2W

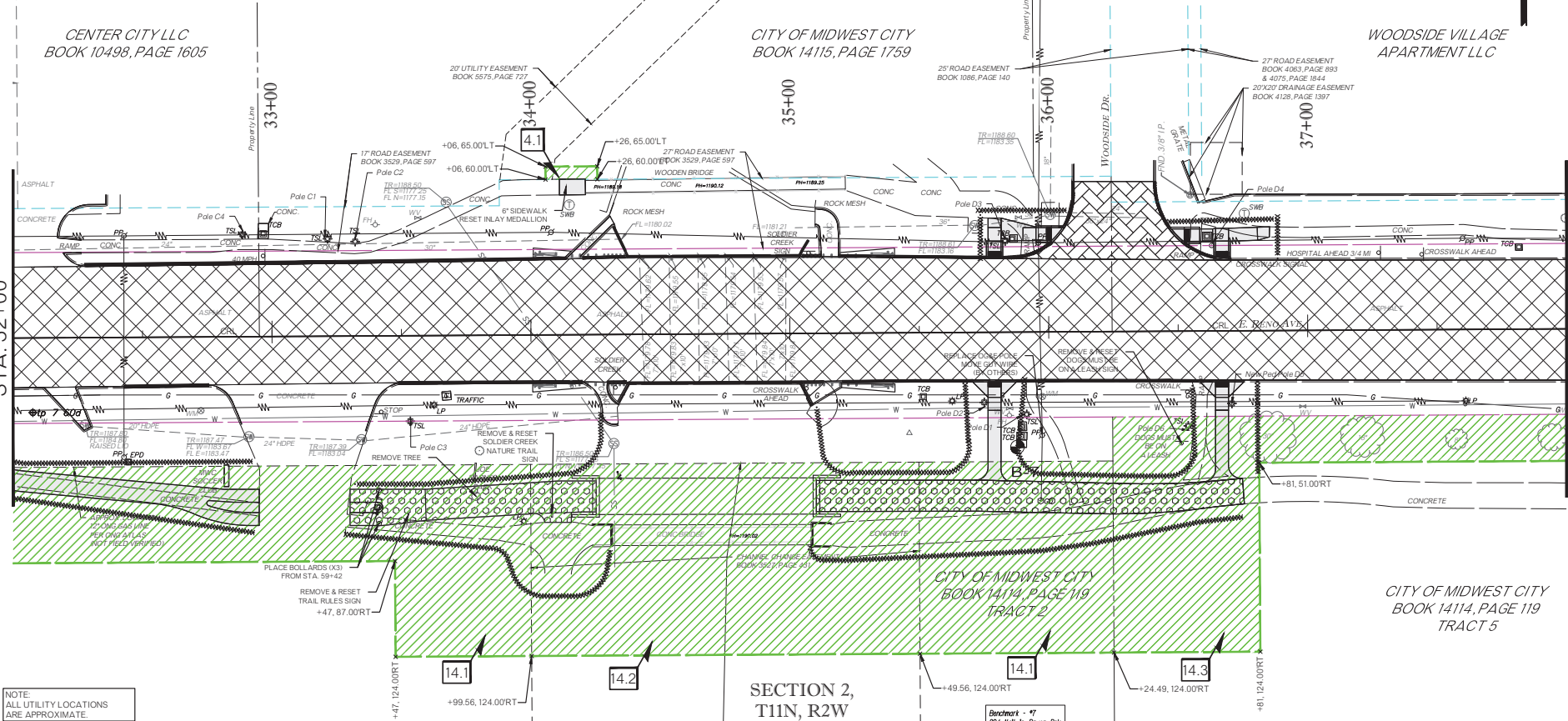
CITY OF MIDWEST CITY
BOOK 14115, PAGE 1759

WOODSIDE VILLAGE
APARTMENT LLC

CENTER CITY LLC
BOOK 10498, PAGE 1605

STA. 32+00

STA. 38+00



NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

MIDWEST CITY
1114, PAGE 119
TRACT 2

SECTION 2,
T11N, R2W

CITY OF MIDWEST CITY
BOOK 14114, PAGE 119
TRACT 5

Benchmark - *7
502' Aft. In Power Pole
ELEV=85.01
N=639463
E=253385

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

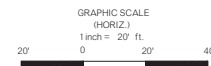
State Job No. 33124(04)

TUBE #	CITY INSPECTOR	COMPLETION DATE	PROJ. NO.	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 32+00 - 38+00	R011

BLOCK 1
REGENCY PARK ADDITION
BOOK 47 OF PLATS, PAGE 58

LEGEND

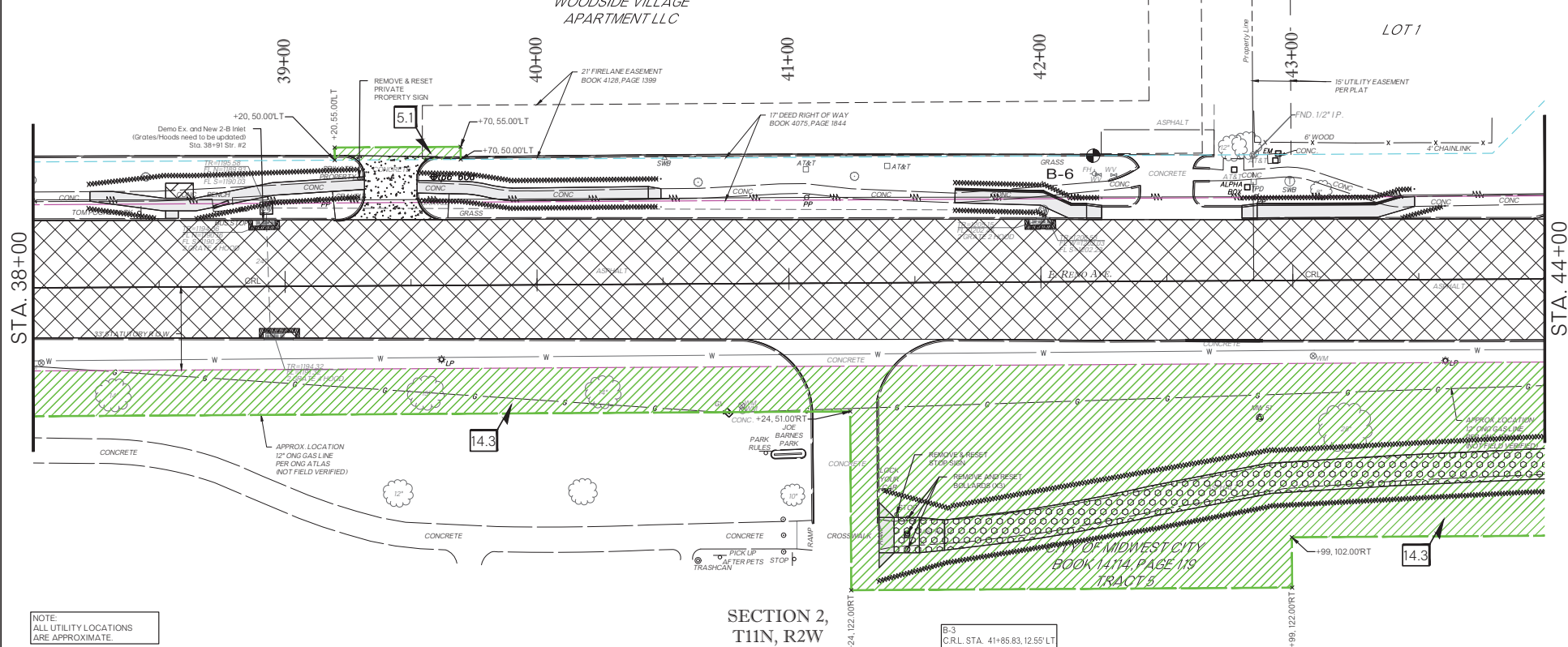
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|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |



Benchmark - "C"
804 Nall In Power Pole
ELEV=2004
N=48267
E=25387

SECTION 35,
T12N, R2W

WOODSIDE VILLAGE
APARTMENT LLC



NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

SECTION 2,
T11N, R2W

B-3
C.R.L. STA. 41+85.83, 12.55' LT
N=169529.3904
E=2153782.3617

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405) 608-4217 FAX (918) 437-0455

State Job No. 33124(04)



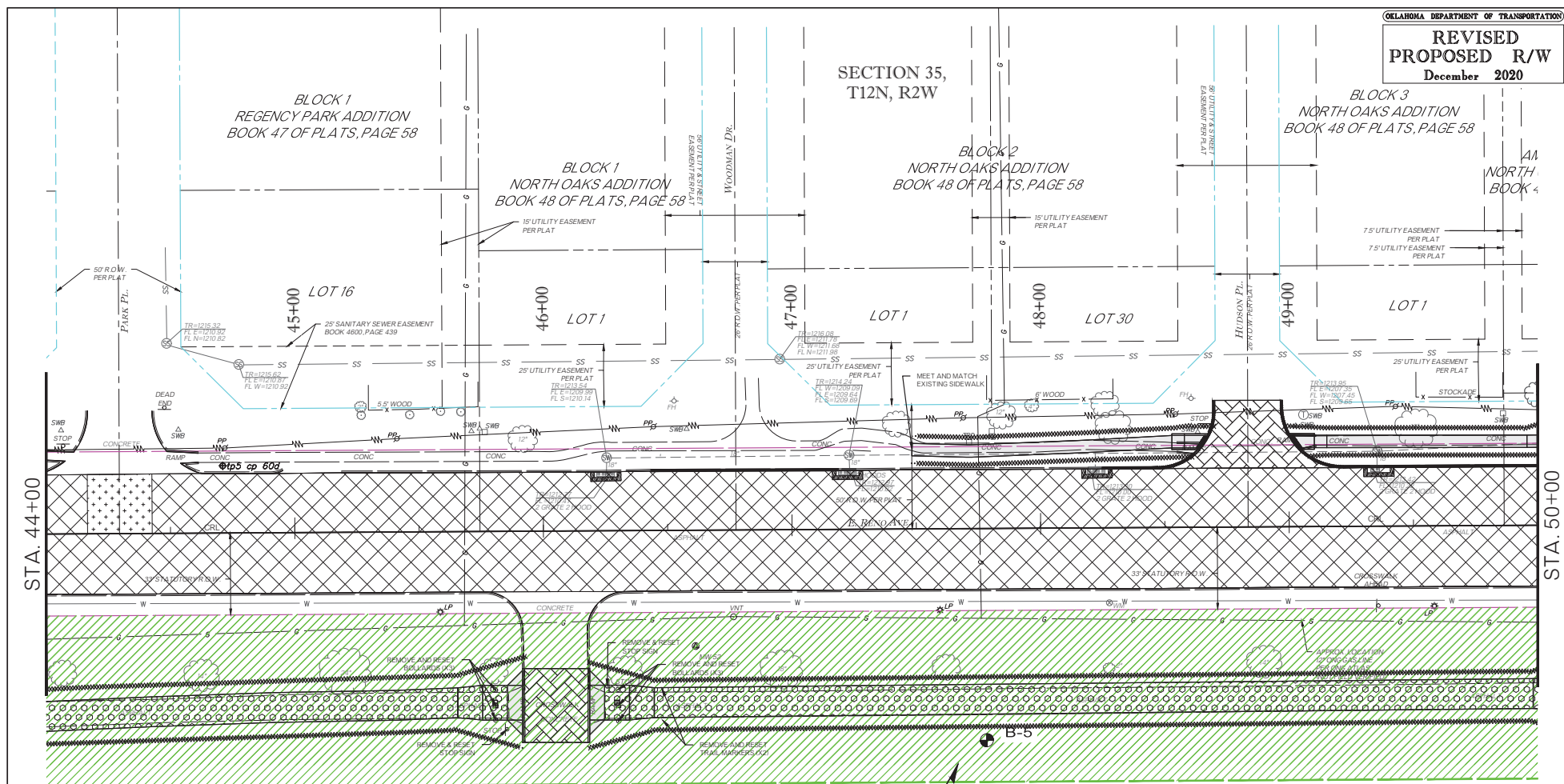
MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.

PAVING & SIDEWALK PLANS
STA. 38+00 - 44+00

R012

TUBE #	CITY INSPECTOR	REVISIONS
	COMPLETION DATE:	
	CONTRACTOR	
	OWG. NAME	



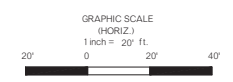
- LEGEND**
- | | | | |
|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

CITY OF MIDWEST CITY
 BOOK 14114, PAGE 119
 TRACT 5

14.3
 Benchmark - #5
 804 Ndi In Power Pole
 ELEV=80.31
 N=65435
 E=354375

SECTION 2,
 T11N, R2W

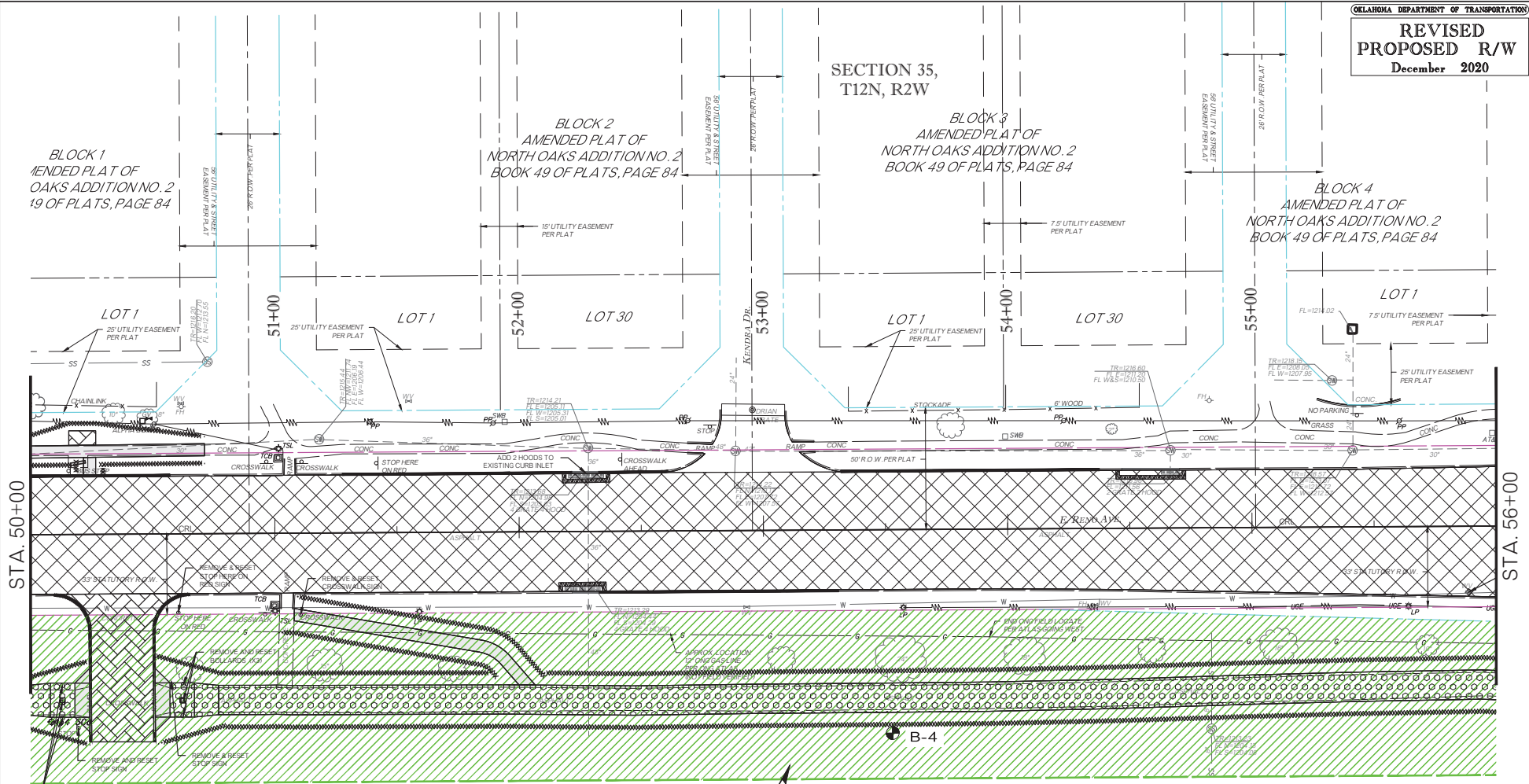
NOTE:
 ALL UTILITY LOCATIONS
 ARE APPROXIMATE.



GUY ENGINEERING SERVICES, INC.
 1741 W. 33rd ST., SUITE 110
 EDMOND, OKLAHOMA 73013
 (405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR		REVISIONS		MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 44+00 - 50+00	R013
	COMPLETION DATE: PRG. NO.							
	CONTRACTOR							
	DWC. NAME							



STA. 50+00

STA. 56+00

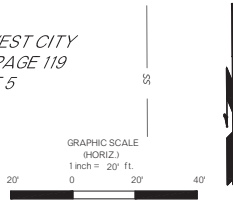
LEGEND

- | | | | |
|--|--------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6\"/> | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8\"/> | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4\"/> | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6\"/> | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

**SECTION 2,
T11N, R2W**

CITY OF MIDWEST CITY
 BOOK 14114, PAGE 119
 TRACT 5

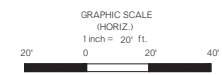


TUBE #	CITY INSPECTOR	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 50+00 - 56+00	R014
	COMPLETION DATE:					
	CONTRACTOR					
	OWC NAME					

GUY ENGINEERING SERVICES, INC.
 1741 W. 33RD ST., SUITE 110
 EDMOND, OKLAHOMA 73013
 (405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

LOT 1
BLOCK 1
BOULEVARD BUSINESS PARK
BOOK 52 OF PLATS, PAGE 3



LEGEND

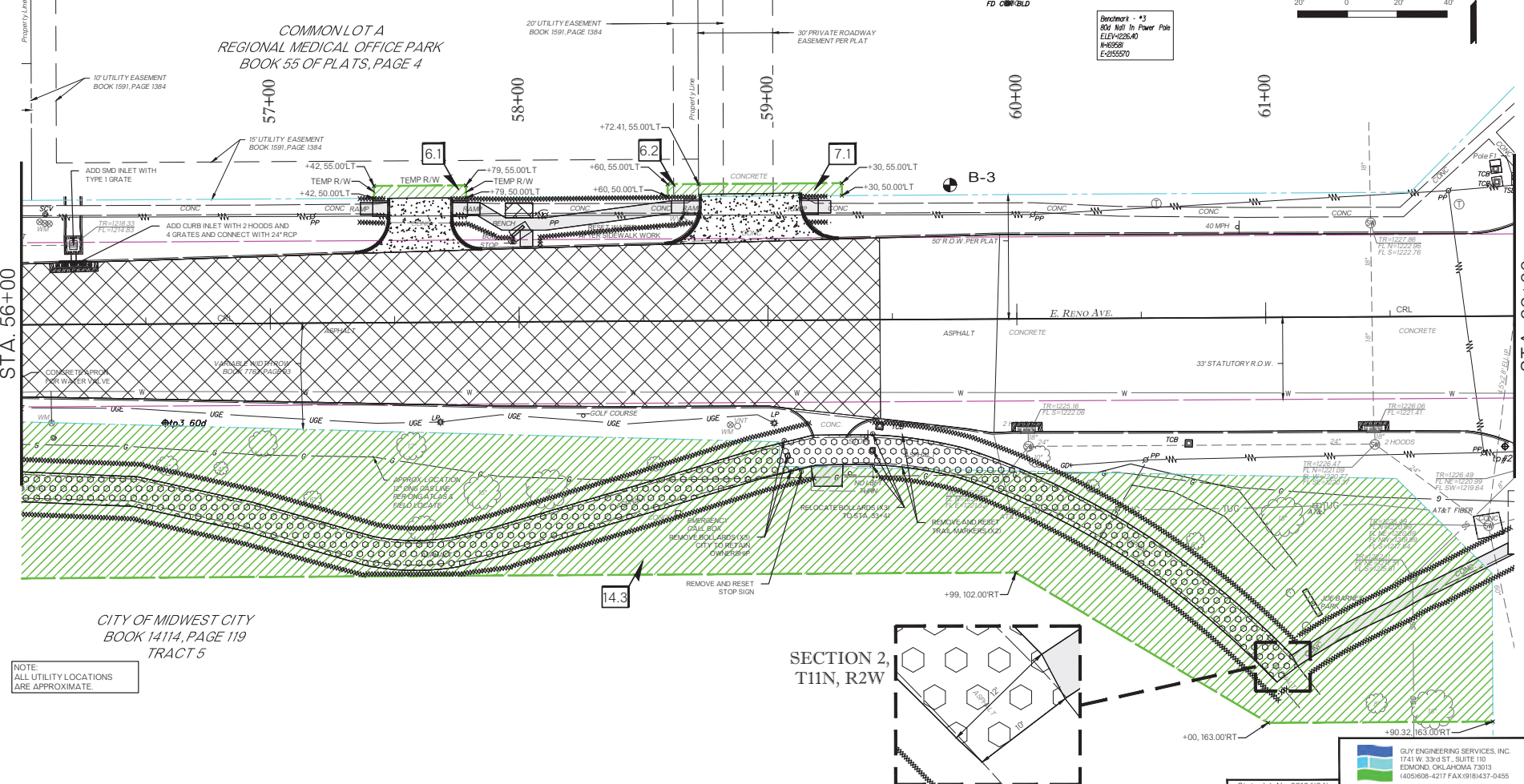
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|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

**SECTION 35,
T12N, R2W**

COMMON LOT A
REGIONAL MEDICAL OFFICE PARK
BOOK 55 OF PLATS, PAGE 4

STA. 56+00

STA. 62+00



CITY OF MIDWEST CITY
BOOK 14114, PAGE 119
TRACT 5

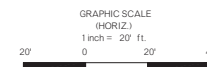
**SECTION 2,
T11N, R2W**

NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

GUY ENGINEERING SERVICES, INC.
1741 W. 33RD ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405) 608-4217 FAX (918) 437-0455

State Job No. 33124(04)

DATE	CITY INSPECTOR	COMPLETION DATE	PROJ. NO.	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 56+00 - 62+00	R015



SECTION 36,
T12N, R2W

HAWK LIVING TRUST

MIDWEST PENTECOSTAL
HOLINESS CHURCH

- PROPOSED MILL & OVERLAY
- PROPOSED 6" CONCRETE DRIVES
- PROPOSED 8" CONCRETE DRIVES & PADS
- PROPOSED ASPHALT DRIVES
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE TRAIL
- PROPOSED CONCRETE PANELS
- TEMPORARY RIGHT OF WAY

- PROPOSED FULL DEPTH PATCH
- PROPOSED TEMP. FIBER LOG
- TACTILE WARNING DEVICES
- PROPOSED SILT FENCE
- PROPOSED CURB/RETAINING WALL
- PRESENT RIGHT OF WAY
- STATUTORY RIGHT OF WAY
- BENCHMARK

STA. 62+00

STA 68+00

SECTION 1,
T11N, R2W

MWC AH PROPERTIES LLC
BOOK 13202, PAGE 1137


CVS 2489 OK LLC
BOOK 10904, PAGE 102

MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.

PAVING & SIDEWALK PLANS
STA. 62+00 - 68+00

R016

 GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX:(918)437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR	
	COMPLETION DATE:	PROJ. NO.
	CONTRACTOR	
	CNO. 11111	

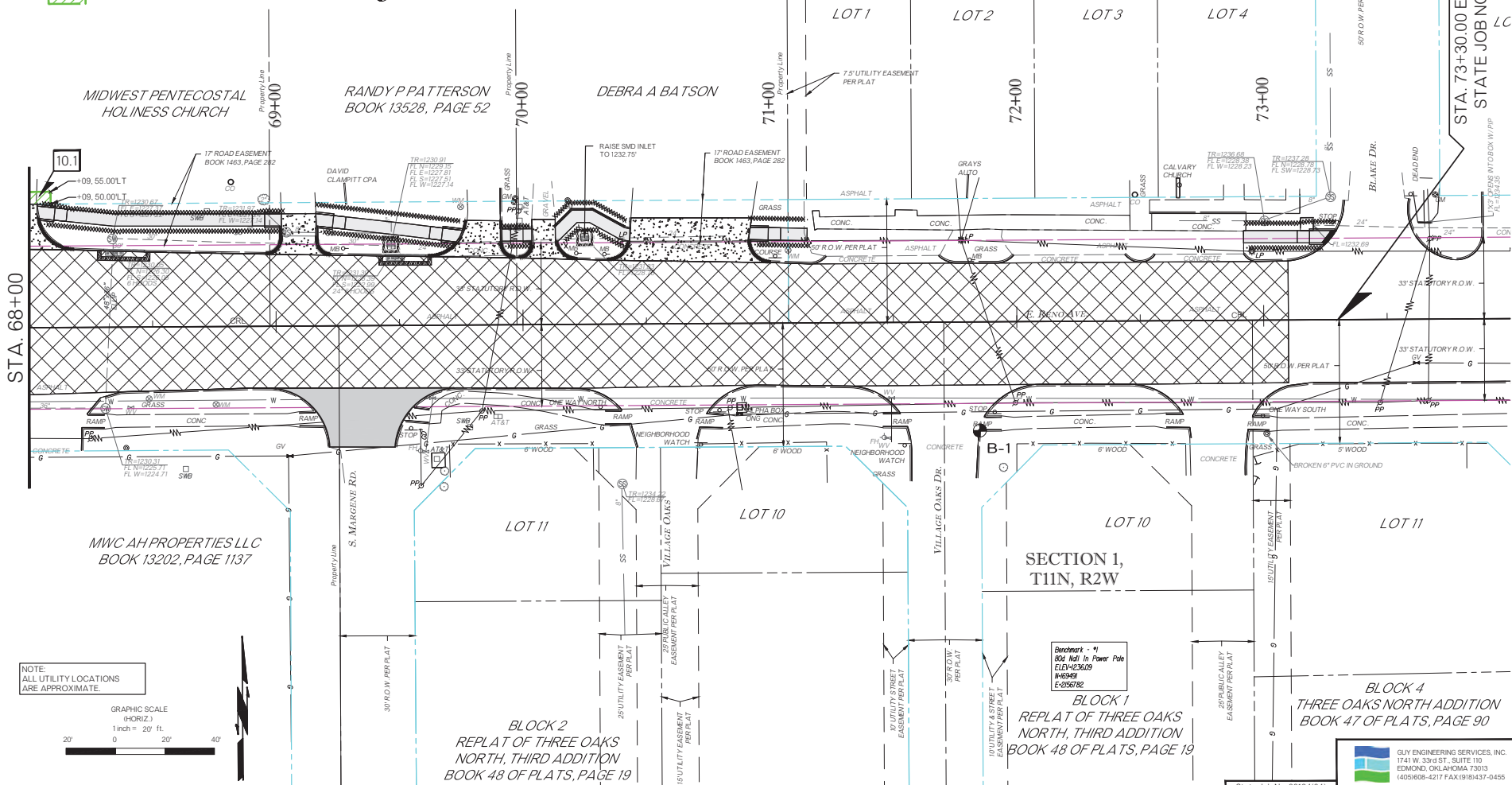
STA. 73+30.00 END PROJECT
STATE JOB NO. 33124(04)

LEGEND

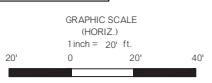
- PROPOSED MILL & OVERLAY
- PROPOSED 6" CONCRETE DRIVES
- PROPOSED 8" CONCRETE DRIVES & PADS
- PROPOSED ASPHALT DRIVES
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE TRAIL
- PROPOSED CONCRETE PANELS
- TEMPORARY RIGHT OF WAY
- PROPOSED FULL DEPTH PATCH
- PROPOSED TEMP. FIBER LOG
- TACTILE WARNING DEVICES
- PROPOSED SILT FENCE
- PROPOSED CURB/RETAINING WALL
- PRESENT RIGHT OF WAY
- STATUTORY RIGHT OF WAY
- BENCHMARK

**SECTION 36,
T12N, R2W**

BLAKE'S NORTHEAST GARDENS
BOOK 28 OF PLATS, PAGE 7



NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.



**BLOCK 2
REPLAT OF THREE OAKS
NORTH, THIRD ADDITION
BOOK 48 OF PLATS, PAGE 19**

Benchmark - *
804' Not in Power Pole
ELEV=2620.9
N=69491
E=256782

**BLOCK 1
REPLAT OF THREE OAKS
NORTH, THIRD ADDITION
BOOK 48 OF PLATS, PAGE 19**

**BLOCK 4
THREE OAKS NORTH ADDITION
BOOK 47 OF PLATS, PAGE 90**

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405) 608-4217 FAX (918) 437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR	COMPLETION DATE	PROJ. NO.	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 68+00 - 74+00	R017

GRANT OF TEMPORARY EASEMENT

Reno Resurface and Sidewalk
JP 33124(04) / J3-3124(004)AG
Oklahoma County
Parcel 5.1 Woodside Apartments

KNOW ALL BY THESE PRESENTS:

That Woodside Village Apartments, LLC, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

A tract of land located in the Southwest (SW/4) of the Southeast (SE/4) of Section 35, T 12N R 2W of the I.M., in Oklahoma County, Oklahoma, and more particularly described as follows:

Beginning on the East line of the W/2 SW/4 SW/4 of said SE/4 a point 50' North of the South line of said Section 35; thence North along said East line distance of 5'; thence West and parallel to said South Line distance of 50'; thence South 5'; thence East to point of beginning.

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except **none** and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 15th day of FEBRUARY, 2021.

RANDAL G. DIX

[Signature]
Manager

STATE OF ARIZONA)
COUNTY OF PIMA) ss.

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

15th day of FEBRUARY, 2021, personally appeared

to me known to be the identical person who subscribed the name of the maker thereof

to the foregoing instrument as its manager and acknowledged to me that Ramona G. Doe executed

the same as MANAGER free and voluntary act and deed, and as the free and voluntary

act and deed of such limited liability company, for the uses and purposes therein set forth.

WITNESS, my hand and seal this 15th day of FEBRUARY, 2021

My Commission expires: OCT. 12, 2024

Stacy Dedrick
NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

Reno Resurface and Sidewalk
JP 33124(04) / J3-3124(004)AG
Oklahoma County
Parcel 6.1 & 6.2 Medical Offices

That Regional Medical Officeowners Association, Inc., an Oklahoma corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

Commencing on the South line of said plat at a point 93.41' West of the SE/C of said plat; thence North and parallel to the East line of said plat a distance of 5'; thence West and parallel to said South line a distance of 37'; thence South to the South line of said plat; thence East along said South line to the point or place of beginning. (parcel 6.1)

Commencing at the SE/C of said plat; thence North on the East line of said plat a distance of 5'; thence West and parallel to South line of said plat a distance of 12.41 feet; thence South 5'; thence East to the point or place beginning. (parcel 6.2)

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

WITNESS the hands of the parties this 28th day of April, 2021.

Susan Kennedy

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

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

28th day of April, 2021, personally appeared
Waldemar Ruiz, D.M.D., M.S. as Waldemar Ruiz, D.M.D., M.S.

of Regional Medical Officeowners Association, Inc. to me known to be the identical person who

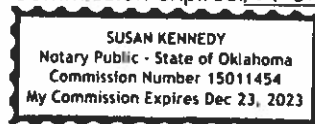
executed the within and foregoing instrument and acknowledged to me that he executed the

same as his free and voluntary act and deed and as the free and voluntary act of Regional

Medical Officeowners Association, Inc. for the uses and purposes set out herein.

WITNESS, my hand and seal this 28th day of April, 2021 .

My Commission expires: 12-23-23



Susan Kennedy
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

Reno Resurface and Sidewalk
JP 33124(04) / J3-3124(004)AG
Oklahoma County
Parcel 7.1 HPR Inv. Co. LLC

That HPR Investment Company L.L.C., an Oklahoma limited liability company, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

Beginning at the SW/C of said plat thence thence North on the West line of said plat a distance of 5'; thence East and parallel to South line of said plat a distance of 58'; thence South 5'; thence West to the point or place beginning.

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

WITNESS the hands of the parties this 18 day of February, 2021.

MANAGER

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

18 day of February, 2021, personally appeared

to me known to be the identical person who subscribed the name of the maker thereof


to the foregoing instrument as its manager and acknowledged to me that Caleb Hill executed

the same as Manager free and voluntary act and deed, and as the free and voluntary

act and deed of such limited liability company, for the uses and purposes therein set forth.

WITNESS, my hand and seal this 18 day of February, 2021

My Commission expires: 4/26/24

16004158
Heather Steinmetz
NOTARY PUBLIC


Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

GRANT OF TEMPORARY EASEMENT

Reno Resurface and Sidewalk
JP 33124(04) / J3-3124(004)AG
Oklahoma County
Parcel 8.1 K-2 Inc.

KNOW ALL BY THESE PRESENTS:

That K-2 Inc., an Oklahoma Corporation, consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

Part of the Southwest Quarter of Section Thirty Six (36) Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:


Commencing at a point on the South line of said SW/4 that is 224' East and 50' North of the Southwest Corner of said SW/4 ; thence North and parallel to the West line of said SW/4 a distance of 10'; thence West and parallel to said South line a distance of 51'; thence South 10'; thence East to the to the point or place of beginning.

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 16 day of March, 2021

X 
President

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

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

16th day of March, 2021, personally appeared

Mohammed A Kahn as President

of K-2 Inc., to me known to be the identical person who executed the within and foregoing

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

and deed and as the free and voluntary act of K-2 Inc. for the uses and purposes set out herein.

WITNESS, my hand and seal this 16th day of March, 2021

My Commission expires: 5/31/2023

Tami Anderson
NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

Reno Resurface and Sidewalk
JP 33124(04) / J3-3124(004)AG
Oklahoma County
Parcel 9.1 Hawk Trust

That Fred J. Hawk Trustee, under the Hawk Living Trust dated December 23, 1996, of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.


Trustee

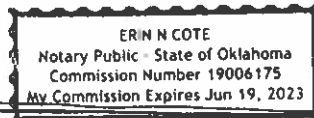
3 day of march, 2021, personally appeared Fred J. Hawk,

Trustee under the Hawk Living Trust , dated December 23, 1996, to me known to be the identical
person who executed the within and foregoing instrument and acknowledged to me that he
executed the same as his free and voluntary act and deed for the uses and purposes set out
herein.

WITNESS, my hand and seal this 3 day of march, 2021.

My Commission expires: Jun 19 2023

G. N. COTE
NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

Reno Resurface and Sidewalk
JP 33124(04) / J3-3124(004)AG
Oklahoma County
Parcel 10.1 Midwest Pentecostal

That Midwest Pentecostal Holiness Church, of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

Commencing at a point on the South line of said SW/4 that is 420.10 feet East and 50 feet North of the SW/C of said SW/4 thence East 70' to the point or place of beginning: thence North and parallel to West line of said SW/4 a distance of 5'; thence East and parallel to said South line a distance of 41'; thence South 5'; thence West to the point or place of beginning.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except **none** and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 2 day of March, 2021.

Harvey E. Brown

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

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

2nd day of March, 2021, personally appeared

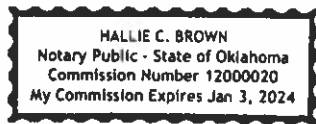
Steven E Brown as Senior Pastor

of Midwest Pentecostal Holiness Church, to me known to be the identical person(s) who
executed the within and foregoing instrument and acknowledged to me that he executed the
same as ✓ free and voluntary act and deed for the uses and purposes set out herein.

WITNESS, my hand and seal this 2nd day of March, 2021 .

My Commission expires: 1/3/24


NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

GRANT OF TEMPORARY EASEMENT

Reno Resurface and Sidewalk
JP 33124(04) / J3-3124(004)AG
Oklahoma County
Parcel 11.1 & 12.1 ET Coachlight

KNOW ALL BY THESE PRESENTS:

That E.T. Coachlight LLC., a limited liability company, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

Part of of Block One (1), in Atkinson Park Addition to Midwest City, Oklahoma County Oklahoma, according to the recorded plat thereof and more particularly described as follows:

Beginning at a point on the North line of said Block One (1) that is 315' West of the Northeast corner of said Block One; thence South 3'; thence East 14'; thence South 22'; thence East 85'; thence North 25'; thence West along the North line of said Block One (1) to the point of beginning. (parcel 11.1)

AND

Part of of Block One (1), in Atkinson Park Addition to Midwest City, Oklahoma County Oklahoma, according to the recorded plat thereof and more particularly described as follows:

Beginning at a point on the North line of said Block One (1) that is 15' West of the Northeast corner of said Block One; thence South 15'; thence West 50 feet; thence North 15'; thence East along the North line of said Block One (1) to the point of beginning. (parcel 12.1)

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 3rd day of APRIL, 2021.

MANAGER

STATE OF _____)
COUNTY OF _____) ss.
SM

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

_____ day of _____, 2021, personally appeared

on behalf of E.T. Coachlight LLC, to me known to be the identical person(s) who executed

the within and foregoing instrument, and acknowledged to me _____ executed the same as

_____ free and voluntary act and deed, for the uses and purposes therein set forth on

behalf of said limited liability company.

WITNESS, my hand and seal this _____ day of _____, 2021

My Commission expires: _____

NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

512

ATTACHED

CERTIFICATE

SM

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SACRAMENTO

On 04.13.2021

before me,

SVETLANA MAKSIMOVIC, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared

ERNEST

TSCHANNEN

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: GRANT OF TEMPORARY EASEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

GRANT OF TEMPORARY EASEMENT

Reno Resurface and Sidewalk
JP 33124(04) / J3-3124(004)AG
Oklahoma County
Parcel 13.1 Posas

KNOW ALL BY THESE PRESENTS:

That Johnathan A. Posas, and Stormy Posas, husband and wife, grantors, of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

The North Seven (7) feet of the West Sixty Five (65) feet of Lot 13 Block 15 of Atkinson Park Addition to Midwest City, Oklahoma County Oklahoma, according to the recorded plat thereof. Lot 13 Block 15 Atkinson Park Addition, to Oklahoma County, Oklahoma. 2601 N Tawry Dr. #150 453 865

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except **none** and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 6th day of April, 2021.

x 

[Handwritten signature]

STATE OF OKLAHOMA_____)
) ss.
COUNTY OF OKLAHOMA_____)

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

6th day of April, 2021, personally appeared Johnathan A Posas,

and Stormy Posas, 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 set out herein.

WITNESS, my hand and seal this 6th day of April, 2021

My Commission expires: 5/31/23

Tami Anderson
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

Pat Byrne, Acting Mayor

RETURN TO City Clerk 100 N Midwest Boulevard Midwest City OK 73110

GRANT OF TEMPORARY EASEMENT

Reno Resurface and Sidewalk JP 33124(04) / J3-3124(004)AG Oklahoma County Parcel 3.1 & Center City LLC

KNOW ALL BY THESE PRESENTS:

That Center City, LLC, an Oklahoma limited liability company, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

A Tract of land located in the Southwest Quarter (SW/4) of Section 35, T 12N R 2W of the I.M., in Oklahoma County, Oklahoma, and more particularly described as follows:

Commencing at a point that is 50' North & 210' East of the SW/C of the SE/4 of the SW/4 of said Section 35; thence North and parallel to the West line of said SE/4 of the SW/4 a distance of 10'; thence East and parallel to the South line of said SE/4 of the SW/4 a distance of 82.02"; thence South and parallel to said West line a distance of 27'; thence West and parallel to said South line a distance of 82.02'; thence N 17' to the point of commencement.

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except **none** and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 16 day of June, 2021.

Elizabeth M.E. Caughey
Emc

MANAGER

STATE OF Wisconsin)
COUNTY OF Brown)ss.

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

16th day of June, 2021, personally appeared

Elizabeth M.E. Caughey
—

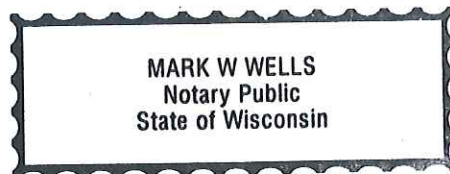
to me known to be the identical person(s) who executed who executed the within and

foregoing instrument, and acknowledged to me that she executed the same as her

free and voluntary act and deed, for the uses and purposes therein set forth on behalf of

said limited liability company.

WITNESS, my hand and seal this 16th day of June,
2021



My Commission expires: 01-15-2025

A handwritten signature in cursive script, appearing to read "Mark W Wells".

NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____
Pat Byrne, Acting Mayor



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

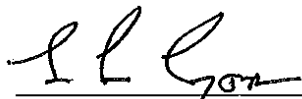
FROM: Tim Lyon, City Manager

DATE: July 27, 2021

RE: Discussion and consideration of appointing, including any possible amendment, of James McQuillar to the Metropolitan Library Commission as the Midwest City representative for a three-year term ending on July 23, 2024.

Carolyn Leslie has served on the Metropolitan Library Commission as the Midwest City representative since April 27, 2010. We are grateful for her many years of service. As of the end of June, Carolyn has decided to retire and therefore a new nominee is need. As this is a Mayor nominated and Council approved representative with three-year terms, the Mayor is nominating Mr. James McQuillar for a three-year term ending on July 23, 2024.

Action is at the Council's discretion.



Tim L. Lyon, City Manager



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405.739.1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: July 27, 2021

SUBJECT: Discussion and consideration of appointing, including any possible amendment, Wade Moore to the Urban Renewal Authority for a three year term ending July 23, 2024.

The Urban Renewal Authority (the Authority) consists of five members and is a Mayor appointed, Council approved Authority. The Authority meets one or two times a year as needed.

Mr. Eddie Reed's term expires on July 27, 2021. Mayor Dukes spoke with him and they determined that Mr. Reed will retire from the Authority after fifteen years of faithful service. Therefore, the Mayor is nominating Mr. Wade Moore, an active resident of Midwest City, currently serving on the Board of Grantors.

The current Authority members include:

Dave Herbert - Original appointment: 09/14/04 - Term expires: 07/26/22

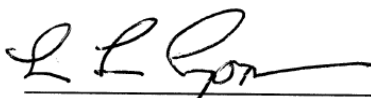
Russell Smith - Original appointment: 08/13/13 - Term expires: 07/26/22

Jack Fry – Original appointment: 07/28/20 - Term expires: 07/25/23

Sherry Beaird - Original appointment: 06/13/17 - Terms expires: 07/25/23

Eddie O. Reed - Original appointment: 07/25/06 - Term expires: 07/27/21

City Staff would like to thank Mr. Reed for his long tenure and invaluable service to the City as the Mayor and as an Authority member.



Tim Lyon, City Manager



City Manager

100 N. Midwest Boulevard Midwest
City, OK 73110 office 405.739.1201

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any amendment of declaring city vehicle unit 05-02-10, a 1999 Dodge 1500, VIN number IB7HC16Z6XS306608, total loss value is \$3,105.00 minus our \$1,000 deductible for a total of \$2,105.00 surplus to OMAG. (City Manager - T. Lyon)

The 1999 Dodge 1500 identified above was involved in an at-fault accident. OMAG Insurance is the liability carrier for the City and has included salvage value as a part of the property settlement.

Staff recommends this item be declared surplus and be disposed of for salvage value.

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

Tim L. Lyon

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

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

MIS #	DESCRIPTION	SERIAL NUMBERS / QTY
	5ft Round Table	1
	Optiplex 3020	6088D42
	Optiplex 3020	5BQ4D42
	Optiplex 3020	5BQ3D42
	Optiplex 390	4HJV5V1
	Optiplex 3020	25ZHX12
	Optiplex 3020	5BQ7D42
	DELL LATITUDE	BB2CLQ1
	DELL LATITUDE	JMHV1Q1
	Optiplex 3020	5BQ8D42
	Optiplex 3020	5BQ6D42
	Vita Bob 970	J55QRZ1
	Vita Don 969	6XRSRZ1
	Vita (No name)	656RRZ1
	Dell PD621	8KX5JL1
729	Dell Optiplex 990	1KCGKQ1
	DELL XFR	98G27W1
	HP IPAQ	3CC02501YH
	Box of Speakers	1
	ViewSonic P810	1

	AOC Color monitor	1
	Dell moniotrs	24
	vertadesk	1
	panasonic fax	1
	SERVER UPS SUA750RM2U	AS0740333435
	SERVER UPS SMT1500RM2U	AS1231145841
	DOUBLE RACK SERVER UPS	5
	BLACK APC SERVER UPS	1
	HP LASERJET P4015x	CNDYB59842
	HP OFFICEJET PRO 8600	CM749A
	LASERJET PRO 400 M401N	CN25CBT2KN
	LASERJET PRO 400 M401DNE	PHGFG42474
	DELL LATITUDE D610	DD1HK91
	LASERJET PRO 400 M401DW	VND3M00703
	HP COLOR LASERJET CM2329NF MFP	CNF9B9BTD9
	HP LaserJet Pro 400	VNG4F01270
	HP Deskjet 6940	SG01V1103G
	HP LaserJet Pro 400	VNG4F00256
	konftel conference phone	1
	Fleet Shop Floor Ipad	DMPR3ED4FK10
	MCT2058	H55MG92
	MCT2381	8T1WSG2
	MCT2368	HQ1WSG2
	MCT2057	G55MG92
	MCT2373	3V1WSG2
	Monitor Arm	1
	Optiplex 3020	5BQ9D42
	Optiplex 3020	5BP3D42
	Optiplex 3020	5BQBD42
1008	Optiplex 3020	25ZGX12



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1325

Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police (Interim)

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption declaring one (1) HID Fargo HDP 5000 ID Card Printer and one (1) HID HDP Laminator as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.

This agenda item will declare the items listed as surplus. The following obsolete equipment has been taken out of service and has been replaced.

- (1) HID Fargo HLP 5000 ID Card Printer. Serial number: B3080810
- (1) HID HDP 5000 Laminator: Serial number: B3100807

Staff recommends approval.

Sid Porter, Chief of Police (Interim)



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Don Maisch, City Attorney

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of declaring various volumes of the Oklahoma Statutes books, stair-stepper, and various 3-ring binders as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

The attached items are no longer needed; therefore, we are requesting that they be made surplus.



Don Maisch, City Attorney



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: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of, declaring a Neopost electronic letter opener and (2) filing cabinets, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

This agenda item will declare the electronic letter opener and (2) filing cabinets, as surplus. The items are no longer needed.

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: July 27, 2021

Subject: (PC – 2082) Public hearing with discussion and consideration for adoption, including any possible amendment of a resolution for a Special Use Permit to allow the use of Administrative and Professional Offices, Retail Sales and Services: General, and Medical Services: General in the Hospitality District, for the property described as a part of the NW/4 of Section 9, T-11-N, R-2-W, located at 1732 South Sooner Road.

Executive Summary: The area of request is located within the Hospitality (HOS) district that was established with the adoption of the 2010 Zoning Ordinance and Map. The applicant would like to build two buildings on this lot for office, retail and medical uses. These uses are allowed in the Hospitality District with a Special Use Permit. A site plan has been provided and is included with the agenda item. If approved, all construction must meet the requirements of the Zoning Ordinance for the HOS district. Action is at the discretion of the City Council.



Dates of Hearings:
Planning Commission
– July 6, 2021
City Council – July
27, 2021

Owner: Avenstar Pain
Specialists, PLLC

Applicant: Eric Fleske

Proposed Use:
Medical office and one
multitenant building

Size
The area of the request
has a frontage of
approximately 116
feet along South
Sooner Road and a
depth of
approximately 408.73'

containing an area of .95 acres, more or less.

Development Proposed by the Comprehensive Plan:

Area of Request – Special Planning Area/Commercial
North, East, and South – Special Planning Area/Commercial
West – Del City

Zoning Districts:

Area of Request – Hospitality District
North, East and South – Hospitality District
West – Del City

Land Use:

Area of Request – Vacant
North - Office
East – Sheraton and Reed Center
South – La Quinta and Casey's
West – Del City

Comprehensive Plan Citation:

Special Planning Areas

Special Planning Areas (SPAs) indicated areas where special planning considerations should be given due to an area's unique characteristics or circumstances. The primary reason for establishing SPAs is to promote quality redevelopment and support existing development. These areas have a substantial change or experiencing redevelopment or have experienced redevelopment in recent years. As a general guide, future land uses have been indicated within the SPAs on the *Future Land Use Plan Map*. SPAs are shown on the *Future Land Use Plan Map* as an overlay, which has underlying land uses.

The City should consider incentives to encourage quality redevelopment within these areas. SPAs are focal points of the community. The image they portray is important to the overall image of the City. If redevelopment occurs, it should be compatible with the surrounding areas. Issues to consider would be how redevelopment influences existing single family housing. Also, how can redevelopment be designed to improve these areas.

Commercial Land Uses

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

Municipal Code Citation:

The HOS, Hospitality District, is intended to provide a dynamic environment centered on tourist activities such as conferences, events and meetings. The district will provide uses compatible with the tourism industry, such as hotels and restaurants.

7.6.3 Criteria for Special Use Permit Approval

(A) Special use permit criteria

The City Council shall use the following criteria to evaluate a special use permit:

- 1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
- 2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- 3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- 4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- 5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

History

1. October 2018 – A demolition permit was approved to demolish the vacant church
2. The property was zoned HOS with the adoption of the 2010 Zoning Map.
3. The Planning Commission recommended approval of this item July 6, 2021.

Staff Comments

Engineering Division:

Note: No engineering improvements are required with this application.

Section 1. Water Supply and Distribution

A twelve (12) inch public water main is located along the east side of S Sooner Rd. Any future building will have to connect to City water which exists across the frontage of subject lot, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Section 2. Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the east side of the subject lot. The public sewer main is accessible and any future building will have to connect to the City sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

Section 3. Streets and Sidewalks

Access to the area of request exists off S Sooner Rd. S Sooner Rd is classified as a Primary Arterial in the 2008 Comprehensive Plan. Sidewalks currently exist along the frontage and will need to remain ADA compliant with any modifications to site.

Section 4. Drainage and Flood Control, Wetlands, and Sediment Control

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

Section 5. Easements and Right-of-Way

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

Fire Marshal's Comments

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

Planning Division

The applicant met with staff in May of 2021 to request the additional uses of Administrative and Professional Office, Retail Sales and Services: General, and Medical Services: General within the Hospitality District. The applicant is proposing two separate buildings for the lot, one large building in the rear of the lot and one multitenant building towards the front. The applicant had proposed the larger rear building to serve as medical services with the multitenant structure for office and/or retail.

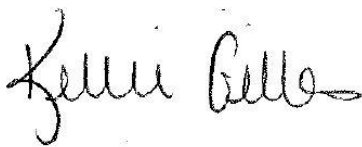
Both buildings will be required to meet the zoning requirements for the HOS District in place at the time of building permit with regards to exterior materials, setbacks, parking, landscaping, dumpster enclosure, and building coverage.

The property currently has sidewalk across the entire frontage. Proposed sidewalk alterations must meet Midwest City and ADA standards. No half street improvements are required with this application.

If approved, the Special Use Permit will expire in twelve (12) months if the uses are not established with a Certificate of Occupancy,

Action is at the discretion of the City Council.

Action Required: Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments and recommendations as found in the July 27, 2021 agenda packet and made a part of PC-2082 file.

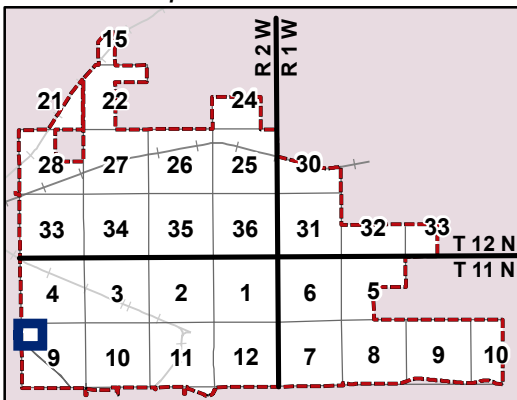


Billy Harless
Community Development Director

SH



Locator Map



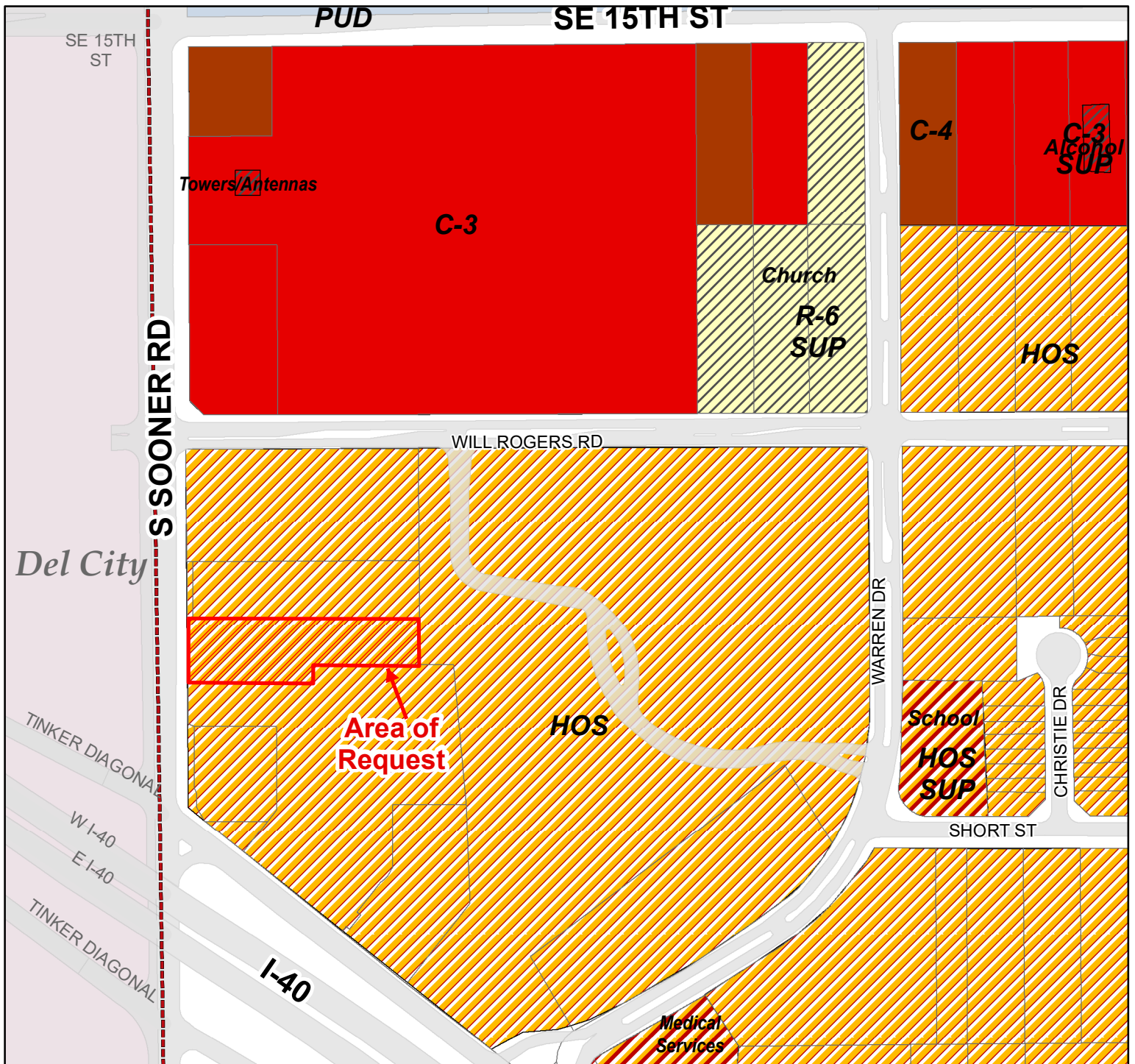
4/2021 NEARMAP AERIAL VIEW FOR PC-2082 (NW/4, Sec. 9, T11N, R2W)



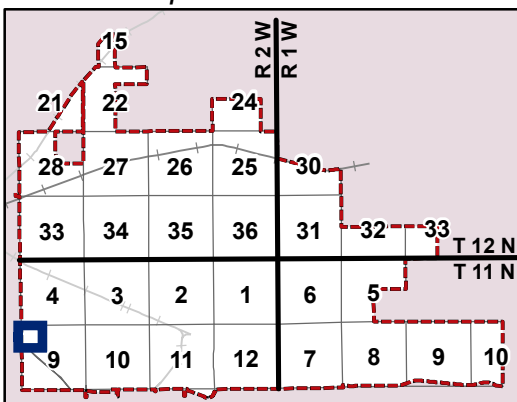
0 250 500 Feet

1 inch = 250 feet

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Locator Map



Current Zoning Legend

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

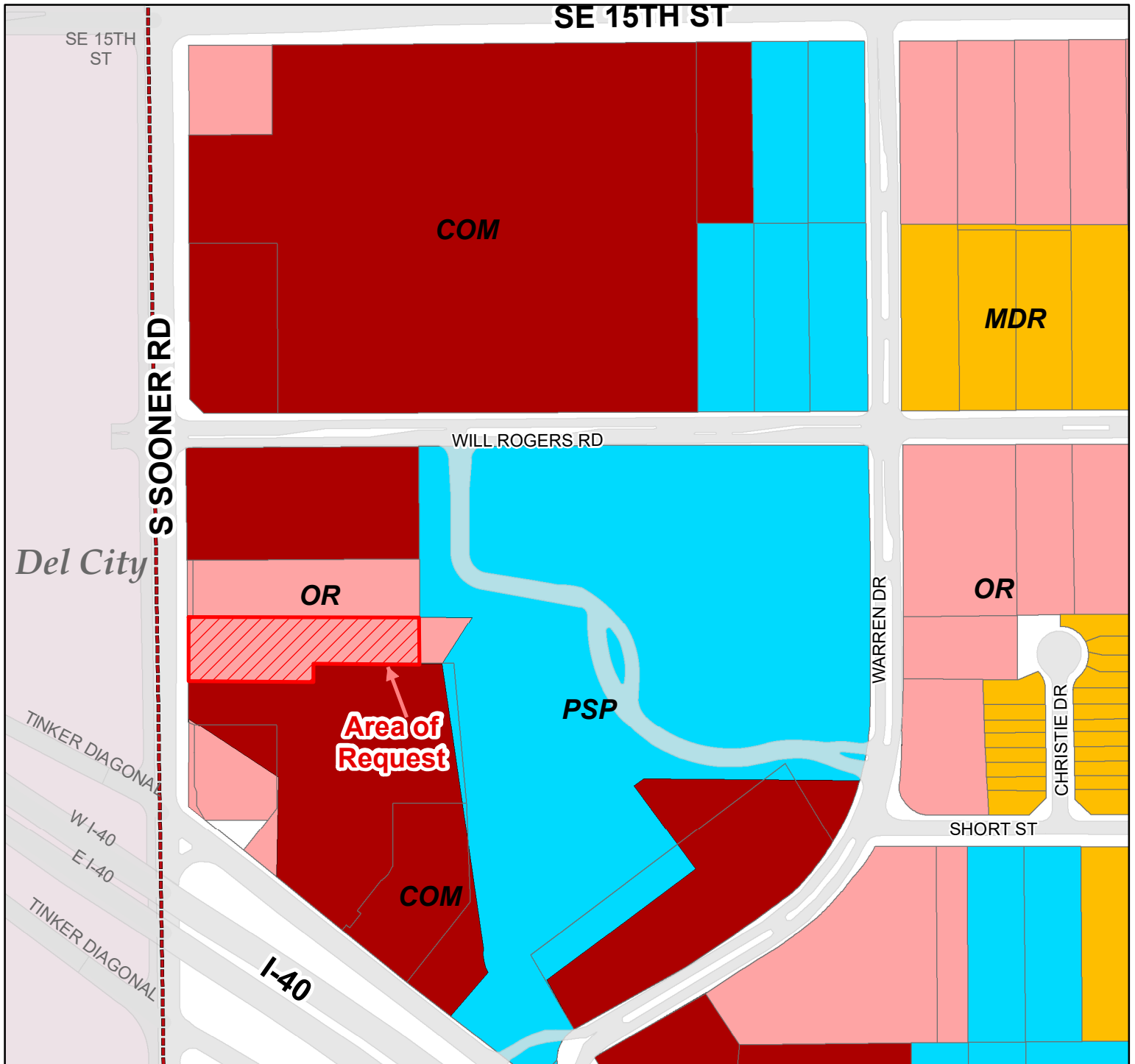
ZONING MAP FOR PC-2082 (NW/4, Sec. 9, T11N, R2W)



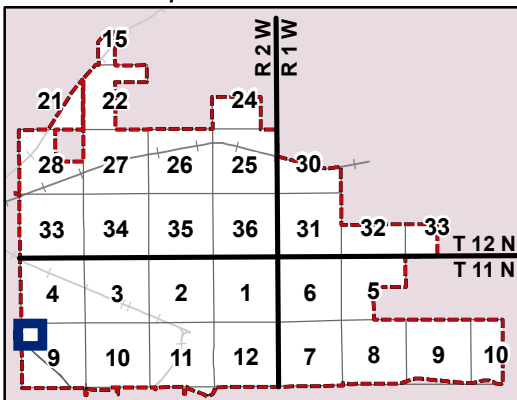
0 250 500 Feet

1 inch = 250 feet

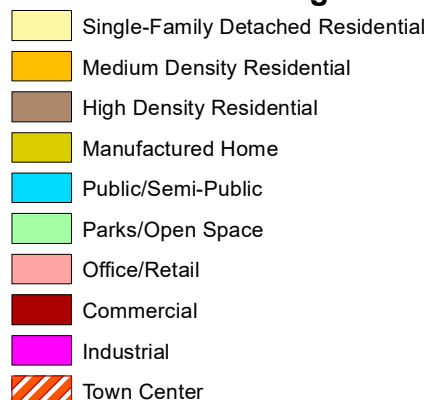
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Locator Map



Future Land Use Legend



FUTURE LAND USE MAP FOR PC-2082

(NW/4, Sec. 9, T11N, R2W)



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2 **RESOLUTION NO. _____**

3 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW ADMINISTRA-**
4 **TIVE AND PROFESSIONAL OFFICE, RETAIL SALES AND SERVICES: GENERAL,**
5 **AND MEDICAL SERVICES: GENERAL AND DIRECTING AMENDMENT OF THE**
6 **OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF**
7 **THE PROPERTY’S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND**
8 **SEVERABILITY**

9 **WHEREAS,** the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
10 property with a classification of **HOS, Hospitality District:**

11 **SEE ATTACHED LEGAL DESCRIPTION**

12 **WHEREAS,** it is the desire of the Midwest City Council to grant a Special Use
13 Permit for said property.

14 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**
15 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

16 That the above described property located in Midwest City, Oklahoma be and is
17 hereby granted a Special Use Permit to allow the use of **Administrative and Profes-**
18 **sional Office, Retail Sales and Services: General, and Medical Services: General.**

19 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
20 homa, on the _____ day of _____, 2021.

21 **THE CITY OF MIDWEST CITY, OKLAHOMA**

22 _____
23 **MATTHEW D. DUKES II, Mayor**

24 **ATTEST:**

25 _____
26 **SARA HANCOCK, City Clerk**

27 **APPROVED** as to form and legality this _____ day of _____, 2021.

28 _____
29 **DONALD MAISCH, City Attorney**

1 Legal Description

2 Part of Lots Twelve (12) and Thirteen (13), In Block Four (4), of AVIATION ACRES, to Okla-
3 homa County, Oklahoma, according to the plat recorded in Book 24 of Plats, page 4, more par-
4 ticularly described as follows:

5 Commencing at a point on the West line of Lot 13 a distance of 84 feet North of the South Line
6 thereof for a point or place of beginning; Thence East and parallel with the North line of said Lot
7 13 a distance of 220.8 feet; Thence North and parallel with the West line of Lots 12 and 13 a dis-
8 tance of 32 feet; Thence East and parallel with the South lot line of Lot 12 to the Easterly line of
9 said Lot 12; Then in a Northeasterly direction along the Easterly line of Lot 12 to the Northeast
10 corner thereof; Thence West along the North line of Lot 12 a distance of 508.72 feet to the
11 Northwest corner of said Lot 12; Thence South along the West line of Lots 12 and 13 a distance
12 of 116 feet to the point or place of beginning.

13 LESS AND EXCEPT:

14 A part of Lot 12, Block 4, of AVIATION ACRES, to Oklahoma County, Oklahoma, according
15 to the plat recorded in Book 24 of Plats, page 24, more particularly described as follows:

16 Commencing at the Northwest corner of Section 9, Township 11 North, Range 2 West of the In-
17 dian Meridian , Oklahoma County, Oklahoma, S0°35'36"E a distance of 1071.00 feet; Thence
18 N89°32'53"E a distance of 459.99 feet to the Point of Beginning; Thence S89°58'54"E a dis-
19 tance of 100.63 feet; Thence S24°28'48"W a distance of 92.31 feet; Thence S89°49'07"W a dis-
20 tance of 61.50 feet; Thence N0°35'36"W a distance of 84.24 feet to the point of beginning.

21 Containing 41,388 Sq. Ft. or 0.9501 Acres, more or less.



The City Of Midwest City Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405)739-1005

Date: July 27, 2021

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Public hearing with discussion and consideration for adoption, including any possible amendment of an appeal filed by the owner of the property located at 9419 Peachtree Lane for the notice and order to abate tall grass and weeds.

Midwest City Ordinance 27-8 (c) and Title 11 of the Oklahoma State Statutes Section 22-111 A-7, states that the property owner and/or responsible party have a right to request a hearing before the city council. The owner filed a request for an appeal/hearing on July 9, 2021 for the Notice and Order to abate tall grass and weeds on the property located at 9419 Peachtree Lane.

Midwest City Ordinance 27-1 Definitions (cc), Weeds means all vegetation at any state of maturity which exceeds twelve (12) inches in height except healthy trees, shrubs or produce for human consumption grown in a tended and cultivated garden; and means all vegetation, regardless of height or purpose, which, by its density and location: (1) Interferes with mowing of weeds; (2) Harbors, conceals or invites deposits or accumulation of trash, rodents or vermin; (3) Constitutes a fire hazard; (4) Exhales unpleasant or noxious odors; (5) Is dead or diseased; or (6) Is contagious and can or does create a health hazard.

Midwest City Ordinance 27-27 (a) and Title 11 of the Oklahoma State Statutes Section 22-111 A-1 and Title 11 of the Oklahoma State Statutes Section 22-111 B, states that any subsequent accumulations of trash or excessive weeds or grass growth on the property occurring within a six-month period may be declared a nuisance and may be summarily abated without further prior notice to the property owner.

I have attached a copy of the Notice and Order that was mailed to the owner, current copy of Oklahoma County Assessor record, Neighborhood Services address history, and the appeal request.

I mailed a copy of everything attached to the owner per the Oklahoma County Assessor.

Staff believes that all procedures were followed correctly. If Council agrees with staff, we want the owner to know that we will not give another notice before we send our contractor to abate the violation. Action is at the discretion of the Council.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of Midwest City

Neighborhood Services Department

Code Enforcement - Neighborhood Initiative - Property Maintenance

Case Summary

Case Number: CE-21-04211

Case Type: Tall Grass & Weeds

Address: 9419 PEACHTREE LN, 73130

Tax Roll #: R207171700

Legal Description: THE ORCHARD 2ND PH III 005 020

Initiated: 06/29/2021 by ELOLOFIE

Assigned to: ELOLOFIE

Case Status: CE-IPLTR

People:

Property Owner:
GALLO HAILEY ELIZABETH
9419 PEACHTREE LN
MIDWEST CITY, OK 73130

Completed Tasks:

<u>Task</u>	<u>Result</u>	<u>Completed By</u>	<u>Date</u>
Assign Code Enforcement Officer	Assign to ELOLOFIE	ELOLOFIE	06/29/2021
Initial Field Visit	Violation	ELOLOFIE	06/29/2021
Given notice in past 6 months? (Check Map)	No	ELOLOFIE	06/29/2021
Post/Deliver Notice of Violation	Posted on Property	ELOLOFIE	06/29/2021
Take Photos	Completed	ELOLOFIE	06/29/2021
Add Prop Ownership Data to Case Record	Completed	BKELTON	06/29/2021
Set Date, Print, & Mail Letter	Set Date	BKELTON	06/29/2021

Comment Displayed on NOV/Letter:

MUST MOW AND MAINTAIN ALL TALL GRASS & WEEDS ON PROPERTY.

Please feel free to reach out with any questions.

Staff Comments:

Per Mike. Posting notice to give final ten days to clean up yard before contracting.
ELOLOFIE 06/29/2021



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance

Notice and Order

June 30, 2021

Property Owner:
GALLO HAILEY ELIZABETH
9419 PEACHTREE LN
MIDWEST CITY, OK 73130

Description of Property:

Violation Address: 9419 PEACHTREE LN, 73130
Tax Roll #: R207171700
Legal Description: THE ORCHARD 2ND PH III 005 020

Case #: CE-21-04211 - Tall Grass & Weeds

Midwest City Ordinance (MCO) Article II Section 27 states in part: Whenever the city determines that weeds or trash are on property within the city, the city shall notify the owner and/or responsible party of the property to cut, remove or destroy any and all weeds and/or clean and remove all trash from the property. If the owner and/or responsible party of the property fails or refuses to do so, the city may cut, remove or destroy any and all weeds and/or may clean and remove all trash from the property. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Trash means refuse of all types and garbage as defined under the International Property Maintenance Code, excluding rubbish, including but not limited to, garbage, street debris, dead animals, market and industrial wastes, paper, wrapping, cigarettes, cardboard, tin cans, treated or synthetic wood and wood composites, glass, bedding, crockery, furniture, appliances, litter, tires, dead animal renderings, clothing, boxes, rags, rubber, leather, metallic items, household debris and useless or uncared for matter whether in solid or liquid form. If the above listed violation is not abated within 10 days from the date of this notice, the city may abate the nuisance by clearing such grass/weeds and trash/debris with the cost of such clearing to be assessed to the owner or responsible party of the property. Any overgrown grass/weeds or accumulations of trash/debris on the owners property occurring within six (6) months after the removal of grass/weeds or trash/debris on the property pursuant to such notice, may be summarily abated, whether abated by the City or owner/occupant or agent, or by the municipal governing body; and that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner. In addition, a complaint or complaints may be filed against such owner in Municipal Court, and may be fined in an amount not to exceed five hundred dollars (\$500.00), plus court costs, or both abatement and complaint. Until paid, such cost shall constitute a debt to the city collectible in any manner as provided under local or state laws, including the filing of a lien, or other available debt collection remedies. In addition, a complaint or complaints may be filed against such owner in Municipal Court, or both abatement and complaint. If you do not understand the violation, or if you wish to appeal the notice, please contact our office, 405.739.1005, within ten days of the date of this notice.

Help us to make Midwest City a cleaner place.

Comments: MUST MOW AND MAINTAIN ALL TALL GRASS & WEEDS ON PROPERTY.

Please feel free to reach out with any questions.

Eddie Lolofie
Code Enforcement Officer

Case	Number	Type	Type Description	Tag	Location	Status	Status Code	Initiated By	Initiated Date	Expiration Date	Assigned To
<input type="checkbox"/>	17681	CE-21-04211	CE-WEEDS	Tall Grass & Weeds	9419 PEACHTREE LN, 73130	CE-IPLTR	OPEN	ELOLOFIE	06/29/2021 10:09 AM	07/11/2021 10:09 AM	ELOLOFIE
<input type="checkbox"/>	16201	CE-21-03158	CE-WEEDS	Tall Grass & Weeds	9419 PEACHTREE LN, 73130	CE-CLOSED	CLOSED	ELOLOFIE	05/13/2021 10:07 AM	05/25/2021 10:07 AM	ELOLOFIE

Rows 1 – 2 of 2 ◀▶




**DID YOU
KNOW?**

Assessment Fact:
Oklahoma County has 1,829 homes
valued at more than \$1 Million

[Read more](#)

[Larry Stein](#) Oklahoma County Assessor (405) 713-1200 - Public Access System

Home	Contact Us	Guest Book	Map Search	New Search																					
Real Property Display - Screen Produced 7/13/2021 3:38:43 PM																									
Account: R207171700		Type: Residential	Location: 9419 PEACHTREE LN																						
Building Name/Occupant:		Map Parcel	MIDWEST CITY																						
Owner Name 1: GALLO HAILEY ELIZABETH		1/4 section #: 1447																							
Owner Name 2:		Parent Acct: 1447-15-382-4005																							
Billing Address 1: 9419 PEACHTREE LN		Tax District: TXD 552																							
Billing Address 2:		School System: Mid-Del #52																							
City, State, Zip: MIDWEST CITY, OK 73130		Land Size: 0.14 Acres																							
Country: (If noted)		Lot Dimensions: Width 55 Depth 110																							
Personal Property		Land Value: 27,830	Treasurer:	Click to View Taxes																					
Sect 12-T11N-R2W Qtr SW		THE ORCHARD 2ND PH III Block 005 Lot 020																							
Full Legal Description: THE ORCHARD 2ND PH III 005 020																									
Photo & Sketch (if available)		Comp Sales Address/Date/Price																							
		<table border="1"> <thead> <tr> <th>Address</th> <th>Date</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>9404 PEAR ST MIDWEST CITY, OK 73130-8601</td> <td>08/22/2020</td> <td>\$175,000</td> </tr> <tr> <td>9426 PEACHTREE LN MIDWEST CITY, OK 73130-5038</td> <td>10/02/2020</td> <td>\$182,000</td> </tr> <tr> <td>9417 PEAR ST MIDWEST CITY, OK 73130-8602</td> <td>07/10/2020</td> <td>\$185,000</td> </tr> <tr> <td>2328 FRUITFUL DR MIDWEST CITY, OK 73130</td> <td>10/26/2020</td> <td>\$158,500</td> </tr> <tr> <td>2330 BERRY LN MIDWEST CITY, OK</td> <td>08/31/2020</td> <td>\$158,000</td> </tr> <tr> <td>9327 PEACHTREE LN MIDWEST CITY, OK 73130-5037</td> <td>10/30/2020</td> <td>\$192,000</td> </tr> </tbody> </table>			Address	Date	Price	9404 PEAR ST MIDWEST CITY, OK 73130-8601	08/22/2020	\$175,000	9426 PEACHTREE LN MIDWEST CITY, OK 73130-5038	10/02/2020	\$182,000	9417 PEAR ST MIDWEST CITY, OK 73130-8602	07/10/2020	\$185,000	2328 FRUITFUL DR MIDWEST CITY, OK 73130	10/26/2020	\$158,500	2330 BERRY LN MIDWEST CITY, OK	08/31/2020	\$158,000	9327 PEACHTREE LN MIDWEST CITY, OK 73130-5037	10/30/2020	\$192,000
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Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information 405-713-1200)																									
Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Tax	Tax Savings																	
2021	164,500	158,550	17,440	0	17,440	122.76	2,141.00	80.35																	
2020	151,000	151,000	16,610	0	16,610	122.76	2,039.04	0.00																	
2019	154,500	154,500	16,995	0	16,995	117.49	1,996.74	0.00																	
2018	152,500	152,500	16,775	0	16,775	110.22	1,848.94	0.00																	
2017	151,000	151,000	16,609	0	16,609	111.95	1,859.49	0.00																	
-- -- > > [1/3]																									
Property Account Status/Adjustments/Exemptions																									
Account #	Grant Year	Exemption Description					Amount																		
R207171700	2013	5% Capped Account					0																		
Property Deed Transaction History (Recorded in the County Clerk's Office)																									
Date	Type	Book	Page	Price	Grantor	Grantee																			
4/7/2021	> Hmstd Off &	14694	1245		MCGUIRE CRAIG R & HAILEY E	GALLO HAILEY ELIZABETH																			
8/22/2016	> Deeds	13230	261	0	MCGUIRE CRAIG	MCGUIRE CRAIG R & HAILEY E																			
1/31/2011	> Deeds	11566	1086	146,000	PERFORMANCE HOMES INC	MCGUIRE CRAIG																			
Last Mailed Notice of Value (N.O.V.) Information/History																									
Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed																			
2021	02/24/2021	164,500		158,550		0	17,440																		
2019	02/26/2019	154,500		154,500		0	16,995																		
2018	04/09/2018	152,500		152,500		0	16,775																		
2017	02/24/2017	151,000		151,000																					
2016	02/26/2016	148,000		148,000		16,279	0	16,279																	
-- -- > > [1/2]																									
Property Building Permit History																									
Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status																			
6/17/2010	10403301	MIDWEST CITY	1	Main Dwelling	99,700	Inactive																			
Click button on building number to access detailed information:																									
	Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories																			
Click	1	Improved	Ranch 1 Story	2010	1,515	1 Stories																			

JUN 28, 2021 at 9:58:32 AM
Midwest City







To whom it may concern:

I am responding to the notice that was posted to my door on June 29, 2021 case #: CE-21-04211 (Image 1) and related case #: CE-21-03158 (Image 2). I am appealing and refuting this notice. My yard neither initially violated MCO Article II section 27, nor does it now, and I have the receipts to back up this claim. This entire situation is targeted harassment and intimidation of me by my nextdoor neighbor, Susie Phillips of 9415 Peachtree Lane. Susie is a close personal friend of my ex-husband's who became inexplicably hostile to me during my divorce, despite the relationship between my ex-husband and myself remaining civil and friendly. Instead of coming directly to me and discussing any issue she may have had with my yard or me, she repeatedly contacted code enforcement, and sent her adult son, Brett Phillips, over to my home on 6/22/2021 to threaten bodily harm to myself and my partner over me placing 13in tall garden fencing on my property. She then entered a resident request the day after, on 6/23/2021, saying *she* talked to me nicely about this, when she has done no such thing (Image 3). I feel the city has been complicit in and facilitated this harassment and intimidation. I stated from the onset that Susie was behind and embellishing any and all complaints because she does not care for me personally, and code enforcement did not take this seriously.

I have done nothing but genuinely try to work with code enforcement to find a way to cultivate a natural, native garden that complies with the vague, unclear, and meaningless language of the MCO, and my efforts have been met with dishonesty, bad faith, hostility, and apathy. I continually asked in person and in writing for clarification on things such as, "What do you mean by weeds? What plants do you consider weeds?" and was told that the city has no definition for weeds. How can I be in violation of something if it cannot be defined? A weed is just a plant that grows where the grower doesn't want it to. No plants on my property currently meet that definition. Also, I was told that my gardens weren't gardens, because gardens are cultivated spaces. A cultivated garden space is a space in which plants are allowed, encouraged, and/or discouraged from growing. My garden beds all meet that definition. My entire yard is a cultivated garden space. There is an obvious fundamental and visual difference between my yard and a neglected/abandoned area, and it's dishonest and wrong for the city to treat them as the same thing. I have not thrown my arms up and decided to no longer maintain my yard. What I have done instead is take steps to convert a high maintenance and environmentally damaging space and convert it into a drought tolerant, water conserving, ecologically friendly, and lower maintenance space. I have included all of the email correspondence between myself and the Code Enforcement officer assigned to my area, Eddie Lolofie, as well as images of my yard at various times between May 13, 2021 and July 2021, and information from various sections of the city of Midwest City's website that support and encourage the way I have decided to landscape my property.

Background

This spring, I noticed lovely blue flowers, commonly known as Toadflax, coming up in the lawn. I decided to weedeat and mow around those flowers and let them grow, because they were beautiful and made my yard look lovely. Also, the bees seemed to really like these blue flowers, and they weren't hurting anything or anyone. This was not out of the norm for me, because I like to incorporate native plants into my garden whenever I can, whether that means seeking them out and planting them in my yard, or just allowing them to grow where they take root. Two years ago, I pulled some pink evening primroses from the side of the road, the kind you often see blooming in grassy areas in full sun, and planted them in my garden. They are robust, reliable, resilient, and lovely to look at. I periodically go through the garden and prune them back so they bloom again, and they come back blooming within three weeks. These primroses

also attract and support pollinators, which are vital to local ecosystems and agriculture. I also have Indian Hemp, Ohio Spiderwort, hog peanut, blue wild indigo, Carolina geranium, cutleaf evening primrose, and countless others that I have found and cultivated over the years. I spent an afternoon in May going through just the west side of my front yard cataloging species with the PlantNet plant identification app on my phone. On just that side, I recorded nearly 100 plant species, which was really exciting.

I recently certified my yard with the National Wildlife Federation (Image 4). This was something that I was excited to do, and I thought that the city and the neighborhood would see it as a point of pride and be encouraging of its citizens pursuing. I'm shocked to discover the exact opposite. It feels to me as if the city views NWF yard certification as a bother and burden.

In both May and June, I asked Mr. Lolofie for clarifications, answers, and guidance in person and in writing (see attachment 1). To my questions, I received a mixture of refusals/unwillingness/inability to answer/clarify and some actual answers and guidance which he later lied and denied ever discussing, even though they are stated plainly in writing. Because of this, I turned to the city's website hoping to find the clarification denied to me, and found the section encouraging homeowners to install rain and butterfly gardens (see attachment 2). I was at once thrilled, but also a bit confused, because the plants in the two example photos are nearly identical to the ones that I have in my yard. The only difference between my gardens and the one pictured is in the way the plants are arranged, which leads me to believe that none of this was ever about anything other than aesthetics. All of this wasted time, harassment, stress, labor, and money because my one neighbor doesn't think my yard is the right kind of pretty. That is insane, and should not be allowed. There are *real* issues that require the city's time and attention, and there are *real* things in my own life that deserve the attention and energy that this entire ordeal has robbed them of.

As stated in my original emails, there are no "pests" accumulating in my yard. There are no noxious plants/trees, which the city has expressly prohibited. There are no nuisance plants like nutsedge, because there's plant competition that keeps the species in check. There is no poison ivy/sumac/oak, because these garden beds are cultivated by me, and I am paying attention to and logging the plants that are growing within them. I installed garden fencing and pathways - as discussed and encouraged by Mr. Lolofie, despite his dishonest insistence that he never said that, though there was a witness present - clearly delineating the natural garden sections from the rest of the yard. My yard does not house rodents, in fact I am one of the few houses that does not ever have to deal with gophers/moles. The only snakes found in my yard are the exact same snakes that are found in every other yard in the neighborhood: little brown snakes, and common gartersnake, both nonvenomous, and like I said, found in literally every suburban yard, no matter how manicured. Suburban yards in Oklahoma, no matter how natural, cannot attract dangerous, venomous snakes.

This has solely been about the fact that one of my neighbors wants to control how my yard looks, and wants to harass me into compliance. There have not been multiple reports from multiple neighbors. There have been complaints coming from a single source. I know this, because I've spoken with my other neighbors. They assured me that they did not make any complaints, and thought what I was doing was interesting and wished me luck. One resident is using the city's code enforcement office to harass another resident who has done nothing but try to have a more interesting, ecologically friendly, and lower maintenance yard, and that is appalling.

Plan of Action

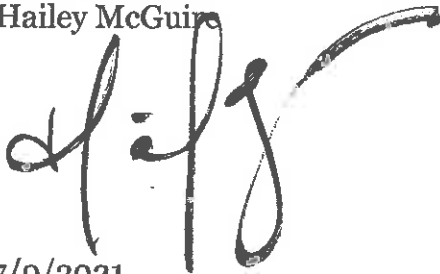
Because they are explicitly endorsed by the city, and would be extremely beneficial to my property, I've decided to pivot my gardening plans to converting my entire front yard into

multiple rain gardens. The Orchard Addition as a whole has been plagued with drainage issues since its groundbreaking¹. These issues range from major property erosion and structural damage for homes on the south side of Peachtree, to flooding and standing water in yards like mine.

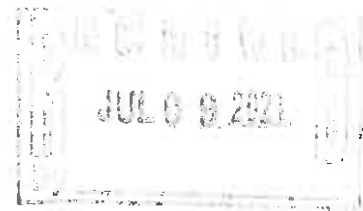
Rain gardens are encouraged and endorsed by the city, and are compatible with the natural aesthetic and garden philosophy I subscribe to. The delineated paths I have begun to carve through my yard will become dry stream beds². I will be retaining the natural plants that I have cultivated in my yard and group them in a way that will satisfy a suburban eye. The entirety of my lawn will be converted, so "long grass" will no longer be an issue. The only "long grass" will be of the ornamental varieties which I already have planted in my yard: pampas, purple fountain, maiden, lillirope, daylily, etc, all of which my neighbors also grow in their gardens. While the conversion is taking place, any and all areas outside of the rain garden beds that have not yet been converted and are still technically lawn space will remain below 12 inches, as they have been since May. I will be working on removing the unwanted sod from my rain gardens, so long grass, though it is and has been contained within the confines of my garden beds, will no longer be of concern to code enforcement. I have included pictures taken 7/8/2021 (Images 5 - 14) to show that I am within compliance. If any enforcement officer would like to confirm this, I would be happy to schedule a visit and talk, but must insist that any and all visits be done with me present, as Mr. Lolofie has made it a habit to take misleading photos and report inaccurate information about my property in the past.

It is my hope that you can now consider this matter closed, because I certainly do.

Thank you,
Hailey McGuire



7/9/2021



¹ Capital Improvements Committee, March 12, 2019, Discussion and consideration of a request for assistance to alleviate drainage issues along the east and south sides of the Orchard Addition, located in Section 12, T11N, R2W, Midwest City

(https://www.midwestcityok.org/sites/default/files/fileattachments/city_council/meeting/13241/03-12-19_cip_cc_ma_ha.pdf)

²How to create a dry creek

<https://www.bhg.com/gardening/landscaping-projects/landscape-basics/how-to-create-a-dry-creek/>

Images

Image 1

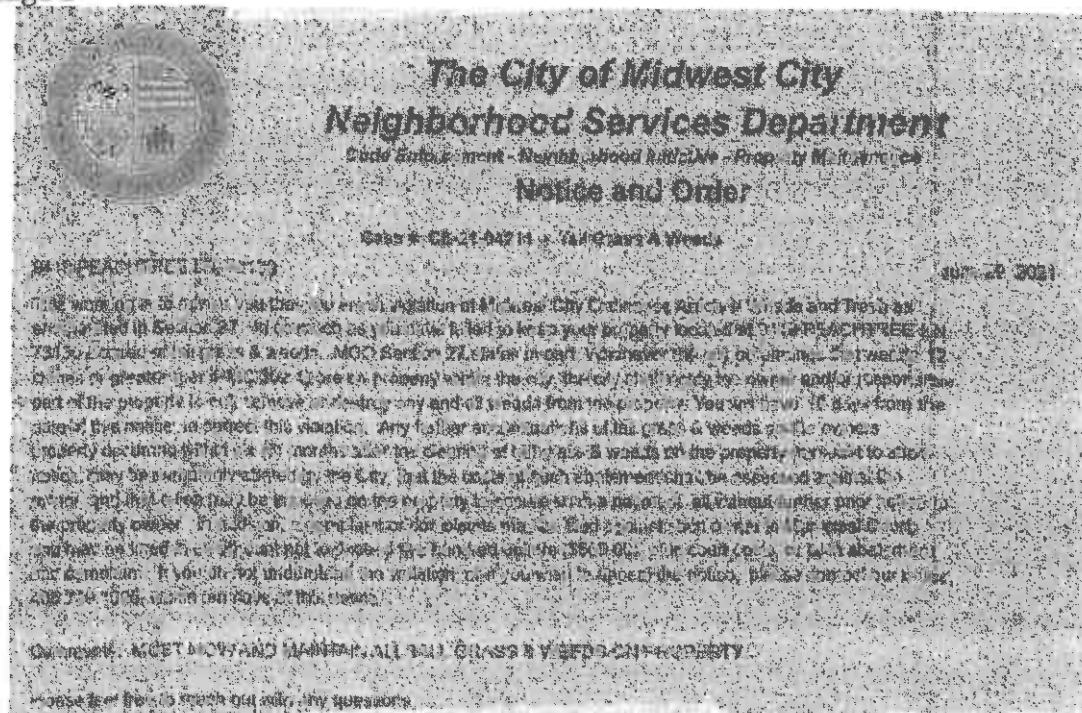


Image 2

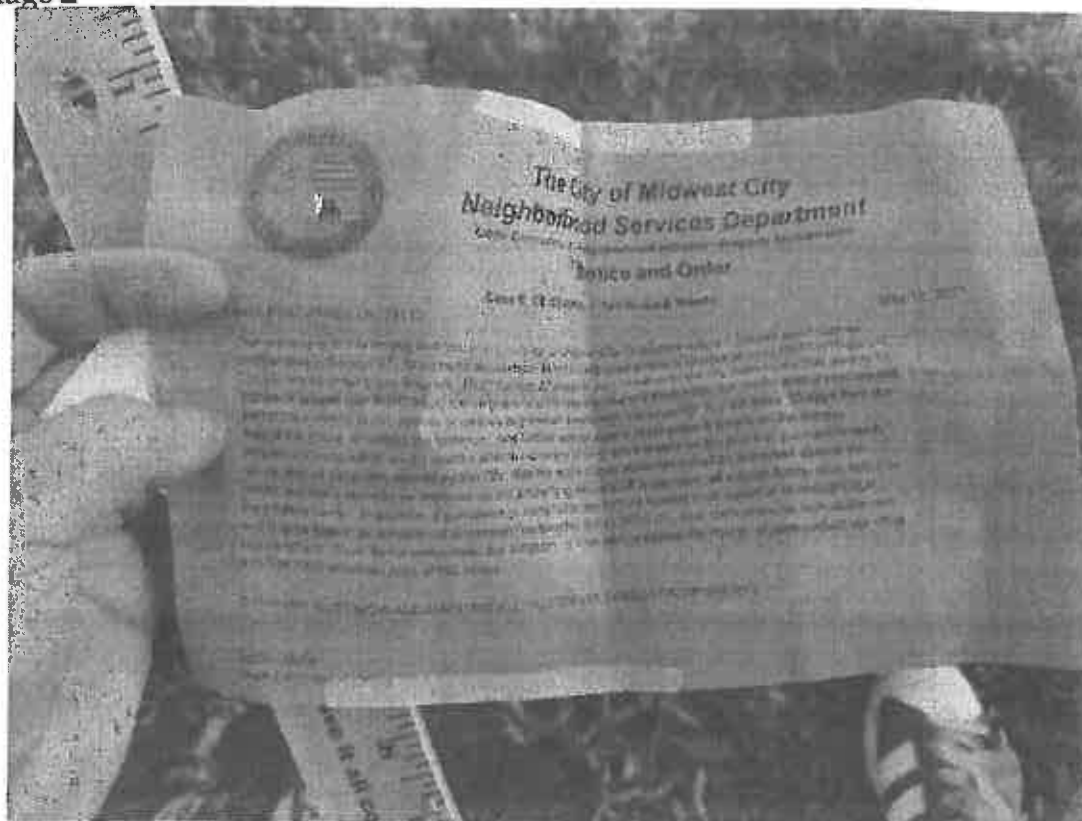


Image 3

7/8/2021

Resident Requests Reporter

Resident Requests Reporter



< Code Enforcement Issues

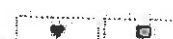
Tall Grass & Weeds - 8/23/2021 (Received)

Code Enforcement, 8/23/2021 1:00 PM
8/23/2021

Details: Resident reports to be done about the yard. Resident keeps getting phone calls over and over. It is a small lot on the lot. The was just mowed with no yard looks a little better. The lot is a little better. The lot is a little better. The lot is a little better.

Status:

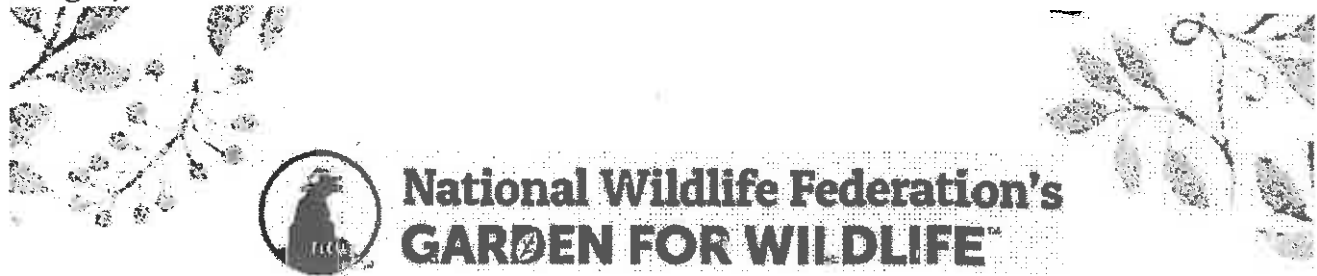
Submitted Received In Progress Completed



Comments

No comments available

Image 4



Garden Certification Walk-through Checklist

It's easier than you think to create your own wildlife garden! Use this walk-through checklist to confirm you have all the elements necessary to be certified:

*Note: this checklist is only a tool to prepare your garden, please certify online at www.nwf.org/certifiedwildlifehabitat

FOOD: Your habitat needs three of the following types of plants or supplemental feeders:

- | | | | |
|---|---------------------------------|---|---|
| <input type="checkbox"/> Seeds from a plant | <input type="checkbox"/> Fruits | <input type="checkbox"/> Bird Feeder | <input type="checkbox"/> Butterfly Feeder |
| <input type="checkbox"/> Berries | <input type="checkbox"/> Sap | <input type="checkbox"/> Squirrel Feeder | <input type="checkbox"/> Nuts |
| <input type="checkbox"/> Nectar | <input type="checkbox"/> Pollen | <input type="checkbox"/> Hummingbird Feeder | |
| <input type="checkbox"/> Foliage/Twigs | <input type="checkbox"/> Salt | | |

WATER: Your habitat needs one of the following sources to provide clean water for wildlife to drink and bathe:

- | | | | |
|-----------------------------------|--|--|--|
| <input type="checkbox"/> Birdbath | <input type="checkbox"/> Seasonal Pool | <input type="checkbox"/> River | <input type="checkbox"/> Rain Garden |
| <input type="checkbox"/> Lake | <input type="checkbox"/> Ocean | <input type="checkbox"/> Butterfly Puddling Area | <input type="checkbox"/> Water Garden/Pond |
| <input type="checkbox"/> Stream | <input type="checkbox"/> Spring | | |

COVER: Wildlife needs at least two places to find shelter from the weather and predators:

- | | | | |
|--|---------------------------------------|--|---|
| <input type="checkbox"/> Wooded Area | <input type="checkbox"/> Cave | <input type="checkbox"/> Brush or Log Pile | <input type="checkbox"/> Dense Shrubs/Thicket |
| <input type="checkbox"/> Bramble Patch | <input type="checkbox"/> Roosting Box | <input type="checkbox"/> Burrow | <input type="checkbox"/> Water Garden or Pond |
| <input type="checkbox"/> Ground Cover | <input type="checkbox"/> Evergreens | <input type="checkbox"/> Meadow or Prairie | |
| <input type="checkbox"/> Rock Pile or Wall | | | |

PLACES TO RAISE YOUNG: You need at least two places for wildlife to engage in courtship behavior, mate and then bear and raise their young:

- | | | | |
|--|----------------------------------|---|---|
| <input type="checkbox"/> Mature Trees | <input type="checkbox"/> Wetland | <input type="checkbox"/> Dead Trees or Snags | <input type="checkbox"/> Water Garden/Pond |
| <input type="checkbox"/> Meadow or Prairie | <input type="checkbox"/> Cave | <input type="checkbox"/> Dense Shrubs/Thicket | <input type="checkbox"/> Host Plants for Caterpillars |
| <input type="checkbox"/> Nesting Box | <input type="checkbox"/> Burrow | | |

SUSTAINABLE PRACTICES: You need to employ practices from at least two of the three categories below to help manage your habitat in a sustainable way- to better help wildlife, we advocate employing one or more practices from each category:

- | | |
|---|--|
| <input type="checkbox"/> Soil and Water Conservation: <ul style="list-style-type: none">• Riparian Buffer• Capture Rain Water from Roof• Xeriscape (water-wise landscaping)• Drip or Soaker Hose for Irrigation | <ul style="list-style-type: none">• Limit Water Use• Reduce Erosion• Use Mulch• Rain Garden |
| <input type="checkbox"/> Controlling Exotic Species: <ul style="list-style-type: none">• Practice Integrated Pest Management• Remove Non-Native Plants and Animals | <ul style="list-style-type: none">• Use Native Plants• Reduce Lawn Areas |
| <input type="checkbox"/> Organic Practices: <ul style="list-style-type: none">• Eliminate Chemical Pesticides• Eliminate Chemical Fertilizers | <ul style="list-style-type: none">• Compost |

Image 5



Image 6



Image 7

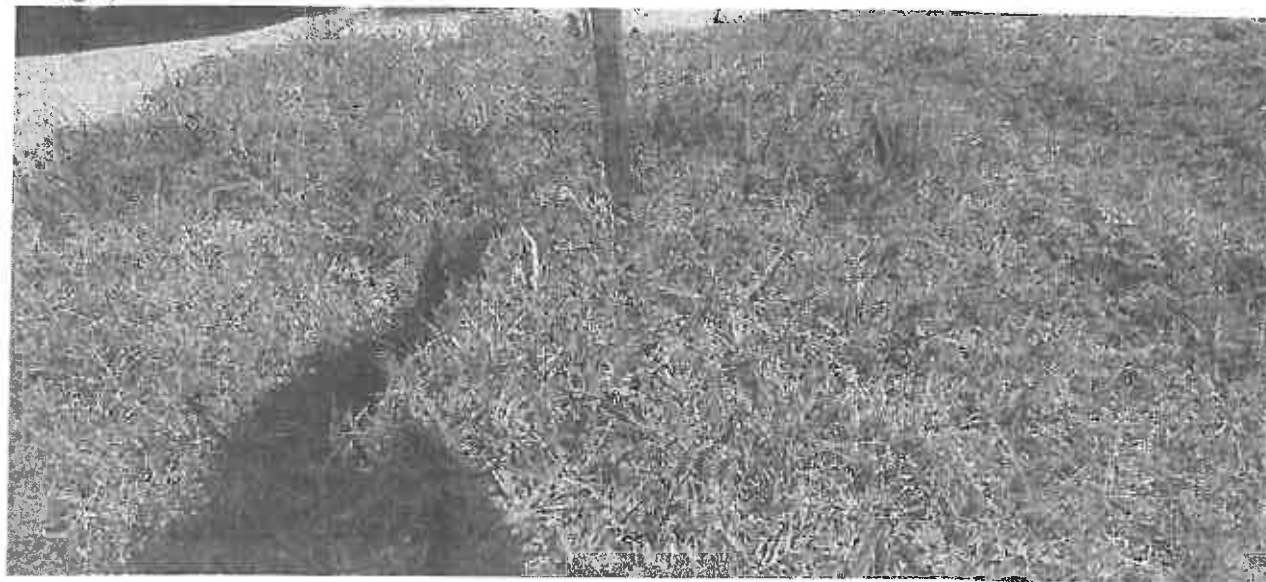


Image 8

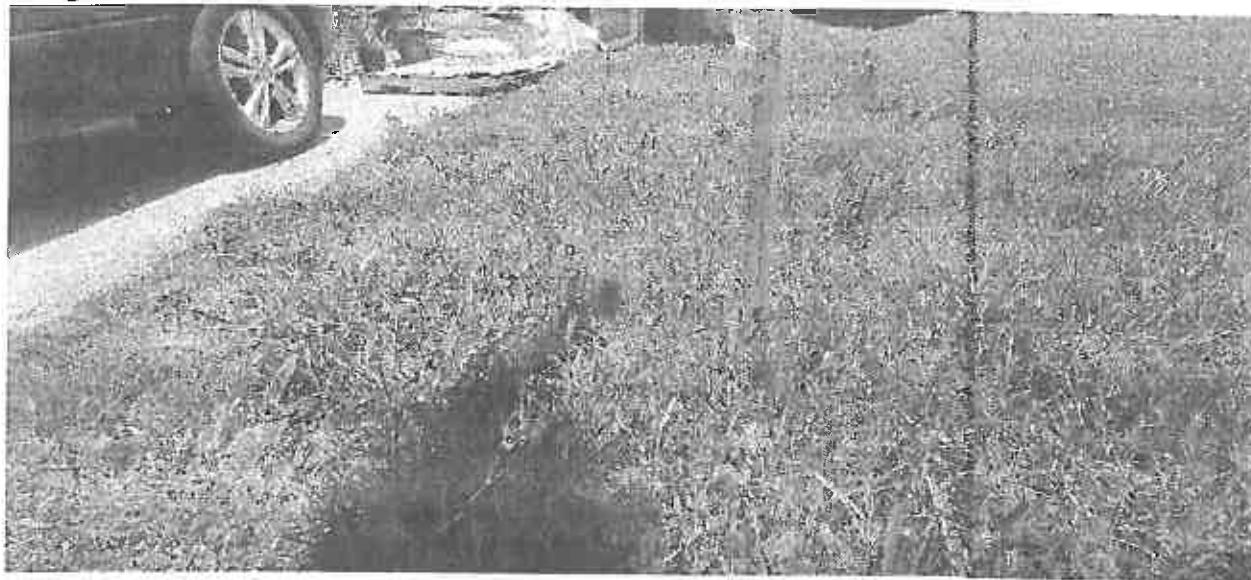


Image 9

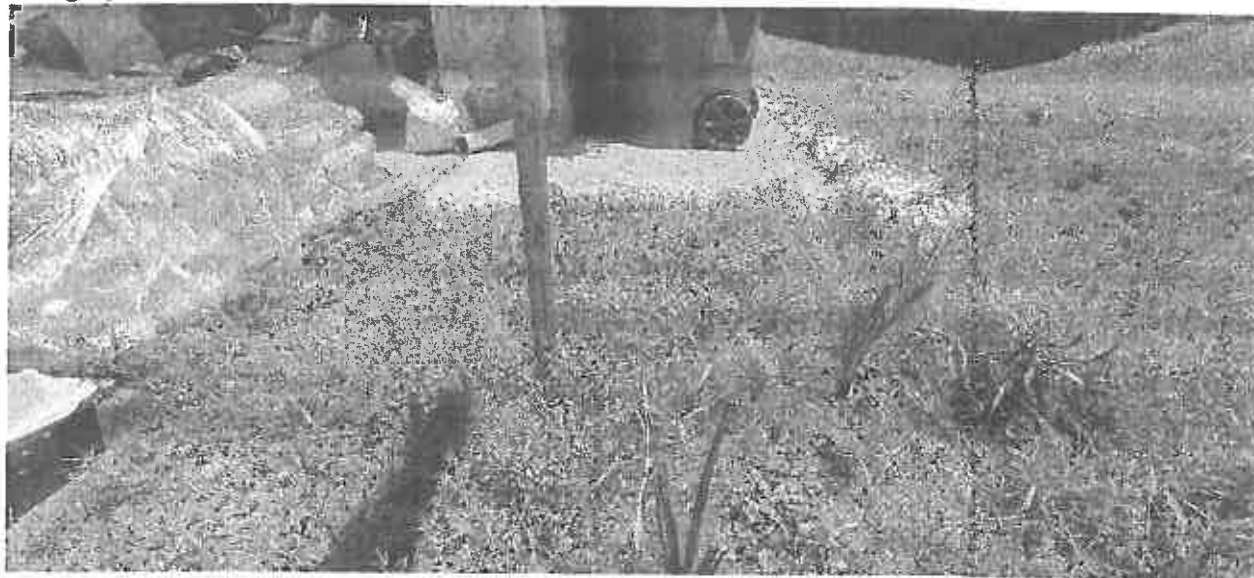


Image 10



Image 11



Image 12

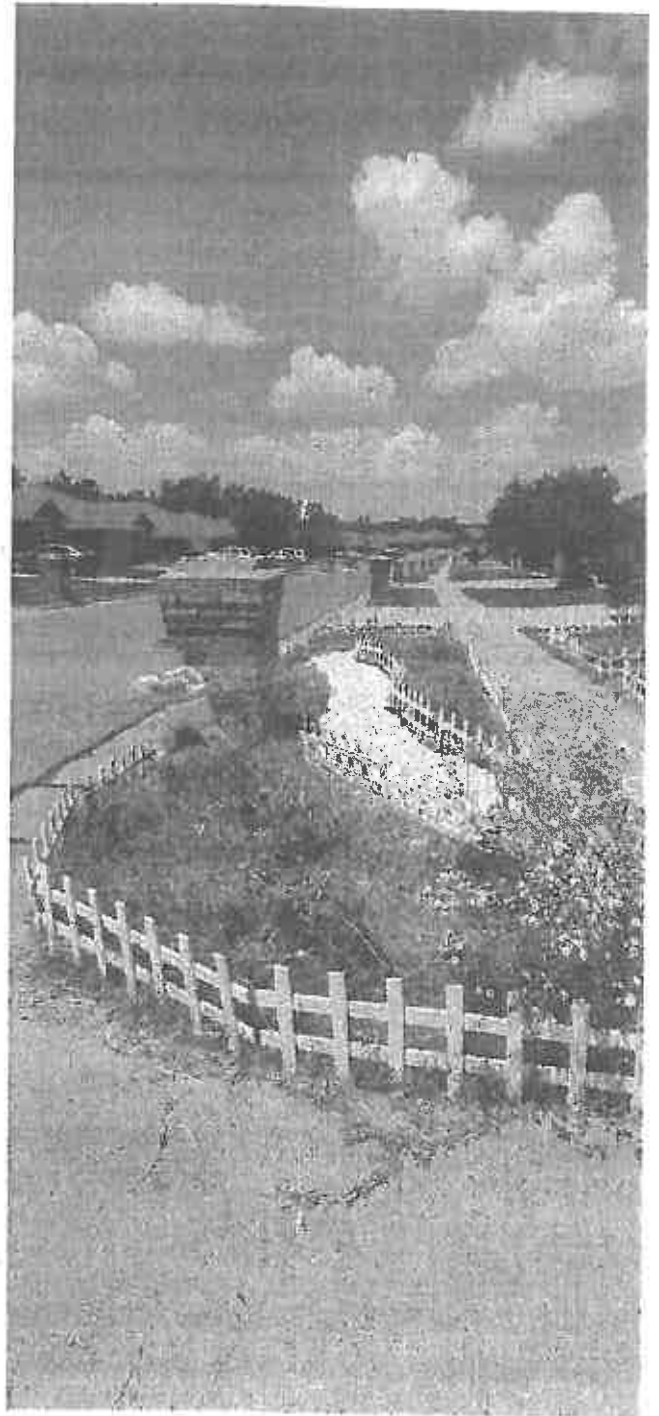


Image 13

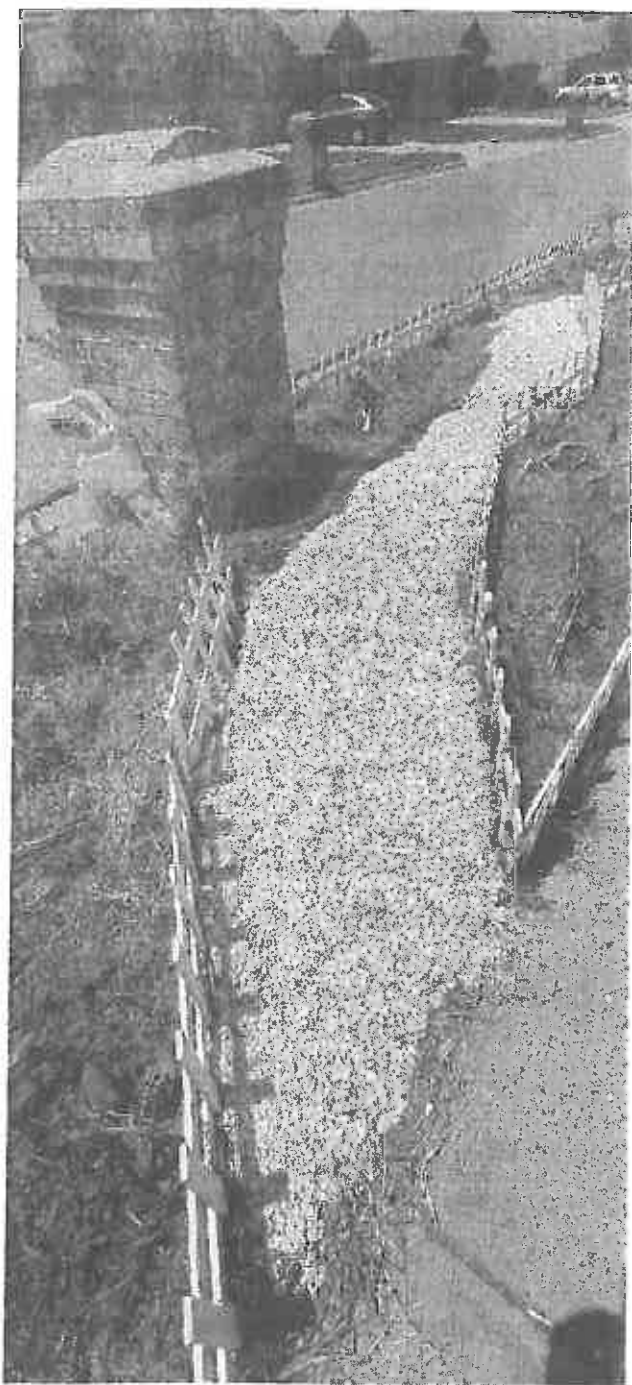
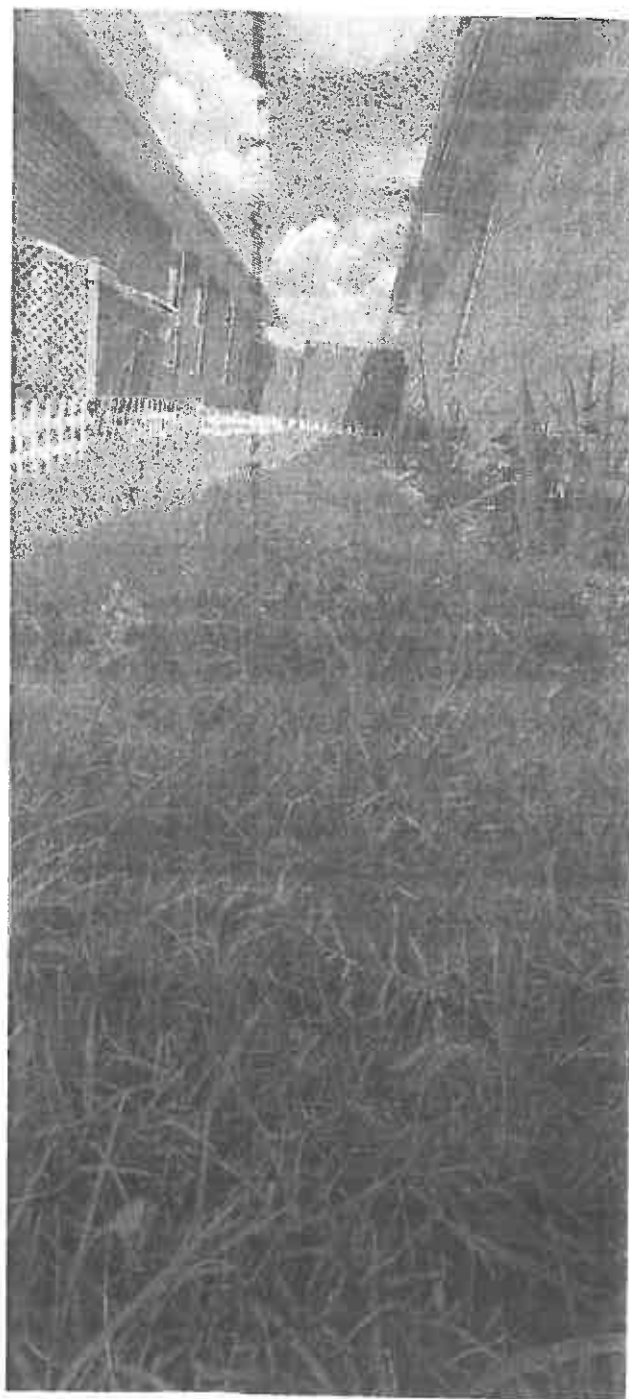


Image 14





Hailey <haileygallomcguire@gmail.com>

Case CE-21- 03158

Hailey <haileygallomcguire@gmail.com>
To: mstroh@midwestcityok.org

Thu, May 13, 2021 at 9:18 PM

Hi there,

I received a warning on my front door today, and want it cleared. I believe that this was issued as a way for my neighbor to harass me, and I am shocked that the city would take part in this. My neighbor is a busybody who wants to dictate how and when other people landscape their properties. I do not live in a neighborhood with an HOA, and my neighbor **does** not get to decide how my property looks. My neighbor also does not have the authority to force me to use chemical herbicides on my lawn.

I read the ordinance, and my yard is not in violation. The plants that grow in my lawn are wildflowers that are native to Oklahoma prairies, along with other other ornamental plants that I purposely planted in my yard to attract and support pollinators and because they look beautiful. There are no noxious weeds. There are no rank weeds. There is no trash in my yard. My yard is no more a fire hazard than literally every other yard in the neighborhood. My yard does not exhale noxious or unpleasant odors. If anything, it gives off pleasant odors.

There's no nuisance in my yard. There are flowers. These flowers are not crossing over into my neighbors' yards, nor are they posing a hazard to anyone. My yard is easily navigable, not a dense bramble. Rodents are unable to take refuge in my yard. In fact, I am one of the only property owners in the neighborhood who does not have to deal mice or gophers. The only thing "wrong" with my lawn is that somebody thinks it's "ugly".

The plants in my yard are extremely healthy, and not diseased. A biodiverse lawn like mine is healthier and more balanced than a monoculture lawn. Many lawns in my neighborhood are covered with crabgrass and burrs, despite my neighbors pouring gallons of herbicide into their lawns. Crabgrass is an absolute nuisance to both pets and people. My lawn doesn't have crabgrass, because there are so many other plants in my lawn that outcompete it.

My lawn is well below 12in in height.

The native plants in my lawn are under 12in.

The heads of some of my flowers exceed 12in, but those are flowers I purposely cultivated. Also, flowers are short-lived parts of the plant. The flower blooms, wilts, then falls, and the rest of the plant stays the same size. Not only that, but the entire neighborhood has flower heads that exceed 12in. Are gardens not allowed to have tall flower varieties like foxgloves? Or tall garden plants like jumbo elephant ears?

I have also been seeking to certify my yard with the National Wildlife Federation as a wildlife habitat. Part of that process is allowing native plants to grow on the property, and limiting the use of herbicides and pesticides. Having more yards certified as wildlife habitats should be something the city is encouraging and facilitating, not punishing.

(https://www.nwf.org/CertifiedWildlifeHabitat?campaignid=WH20VSZ&utm_source=GFWcertifypage&utm_medium=webpage&utm_campaign=default&utm_content=default_gfw_certifypage_FY20)

I've attached photos of my yard which show how my yard is in compliance, and a link to the NWF's yard certification program.

Thank you for your time,

Hailey McGuire
206.407.4125

12 attachments

IMG_20210513_195850_537.jpg
405K



IMG_20210513_195850_619.jpg
287K



IMG_20210513_195850_631.jpg
105K



IMG_20210513_195850_537.jpg
405K



IMG_20210513_195850_540.jpg
364K

IMG_20210513_195850_643.jpg
361K



IMG_20210513_195850_594.jpg
407K



IMG_20210513_195850_658.jpg
423K



IMG_20210513_195850_693.jpg
509K



IMG_20210513_193921.jpg
5328K

IMG_20210513_195153.jpg
4364K



2021-05-13T19:42:43-05:00.JPEG
6243K



Hailey <haileygallomcguire@gmail.com>

Notice**Hailey** <haileygallomcguire@gmail.com>

Mon, May 17, 2021 at 10:58 AM

To: Eddie Lolofie <ELolofie@midwestcityok.org>

Hi Eddie,

Thank you so much for all your help!

On Mon, May 17, 2021, 8:12 AM Eddie Lolofie <ELolofie@midwestcityok.org> wrote:

Hi Hailey,

Unfortunately, there is no list of plant species that the City prohibits.

I know that if you were able to convert some of your yard space into well defined flowerbeds, that would indeed make it easier to avoid situations such as these, as long as the grass and weeds stay below 12 in the beds. It is actually pretty common here in the City to find flower beds that aim to accomplish the same goals that you strive for.

My neighbor is specifically a butterfly enthusiast and she has very large garden beds that take up most of her back yard, and some of her front yard, that have a mixture of wild flowers and non-native flowers that butterfly's love. It is actually very pleasant to see.

Please do not hesitate to reach out for anything.

Thanks,
Eddie

>>> Hailey <haileygallomcguire@gmail.com> 5/14/2021 4:44 PM >>>

Hi Eddie,

Thank you very much. I greatly appreciate it. I will make it a priority to keep my wildflowers under 12 inches and away from my neighbors' property line.

Is there a list of specific plant species that the city wants to keep out of neighborhood yards, so I can make sure that if I spot them, I can remove them? Also, would it help if I converted some of my yard space into proper, well defined flowerbeds for wildflowers?

Thank you for working with me on this.

Hailey McGuire

May 14, 2021, 4:37 PM Eddie Lolofie <ELolofie@midwestcityok.org> wrote:

> Hi Hailey,

>

> Just wanted to follow up. For the most part, your lawn is under twelve inches. I will clear the violation from our system.

>

> We are not so much concerned about the flowers that you are cultivating.

> Regardless of their purpose, grass and weeds above 12 inches are against City ordinance.

>

> I assume your neighbor may complain in the future and as long as you continue to maintain the wildlife habitat and help the weeds and grass remain under 12 inches, there should not be any problem from the City.

>

> Please let me know should you have any other concerns.

>

> Thanks,

> Eddie

>

> Eddie L. | Neighborhood Initiative Coordinator

> Neighborhood Services

> 8726 SE 15th St Midwest City, OK 73110

>

>

>

>

>



Hailey <haileygallomcguire@gmail.com>

Notice

Eddie Lolofie <ELolofie@midwestcityok.org>
 To: Hailey <haileygallomcguire@gmail.com>

Mon, May 17, 2021 at 8:12 AM

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Unfortunately, there is no list of plant species that the City prohibits.

I know that if you were able to convert some of your yard space into well defined flowerbeds, that would indeed make it easier to avoid situations such as these, as long as the grass and weeds stay below 12 in the beds. It is actually pretty common here in the City to find flower beds that aim to accomplish the same goals that you strive for.

My neighbor is specifically a butterfly enthusiast and she has very large garden beds that take up most of her back yard, and some of her front yard, that have a mixture of wild flowers and non-native flowers that butterfly's love. It is actually very pleasant to see.

Please do not hesitate to reach out for anything.

Thanks,
 Eddie

>>> Hailey <haileygallomcguire@gmail.com> 5/14/2021 4:44 PM >>>
 Hi Eddie,

Thank you very much. I greatly appreciate it. I will make it a priority to keep my wildflowers under 12 inches and away from my neighbors' property line.

Is there a list of specific plant species that the city wants to keep out of neighborhood yards, so I can make sure that if I spot them, I can remove them? Also, would it help if I converted some of my yard space into proper, well defined flowerbeds for wildflowers?

Thank you for working with me on this.

Hailey McGuire

May 14, 2021, 4:37 PM Eddie Lolofie <ELolofie@midwestcityok.org> wrote:

> Hi Hailey,
 >
 > Just wanted to follow up. For the most part, your lawn is under twelve
 > inches. I will clear the violation from our system.
 >
 > We are not so much concerned about the flowers that you are cultivating.
 > Regardless of their purpose, grass and weeds above 12 inches are against
 > City ordinance.
 >
 > I assume your neighbor may complain in the future and as long as you
 > continue to maintain the wildlife habitat and help the weeds and grass
 > remain under 12 inches, there should not be any problem from the City.
 >
 > Please let me know should you have any other concerns.
 >
 > Thanks,
 > Eddie
 >

7/8/2021

Gmail - Notice

> Eddie L. | Neighborhood Initiative Coordinator
> Neighborhood Services
> 8726 SE 15th St Midwest City, OK 73110
>
>
>
>
>
>



Hailey <haileygallomcguire@gmail.com>

Escalation

Hailey <haileygallomcguire@gmail.com>

Wed, Jun 23, 2021 at 3:47 PM

To: Eddie Lolofie <ELolofie@midwestcityok.org>

Hi Eddie,

So, I don't know if you have driven by my home, 9419 Peachtree Ln, to see the progress we've been making. I have been working to get my yard to fall into code, and I believe I have done that. Part of the project is to make landscaped paths for which I've bought small fences and landscaping rocks. I put up the garden fence along the fenceline - on my side of the property. Today, the adult son of the neighbors directly west of me came over and threatened bodily harm to me and my boyfriend over my landscaping.

I don't know where to go from here. This is probably outside the scope of code enforcement, but I need it documented in case there are any other calls about my property, and to further prove that the calls from thag house about my property are only to harass me. Also, where does this even go from here? Who handles stuff like this?

Thank you,
Hailey



Hailey <haileygallomcguire@gmail.com>

9419 Peachtree Ln

Hailey <haileygallomcguire@gmail.com>

Mon, Jun 28, 2021 at 10:12 AM

To: Eddie Lolofie <ELolofie@midwestcityok.org>

Hi Eddie,

My ring doorbell camera alerted me that you came by to look at my the work I've been doing on my flower beds. I see that you put your bucket down in my flowerbeds like you do for the lawn. I just want to make sure that it's clear that the **area** within the fences is a flowerbed, and not a lawn. I have set a path, as you can see, and the landscaping rocks for that path are being delivered today. I'm concerned that you're planning on sending someone out to obliterate my flowerbeds. Please don't do that. Those are flowerbeds and I have planted a lot of flowers in those beds, and have been putting in a significant amount of work and money into my gardens - despite the extreme heat, stormy conditions, and my busy work schedule.

If you would like to call me to talk about my garden, my number is 206.407.4125.

Thank you,
Hailey

9419 Peachtree Ln
MWC OK 73130



Hailey <haileygallomcguire@gmail.com>

Question about easement maintenance

Hailey <haileygallomcguire@gmail.com>

Mon, Jun 28, 2021 at 4:23 PM

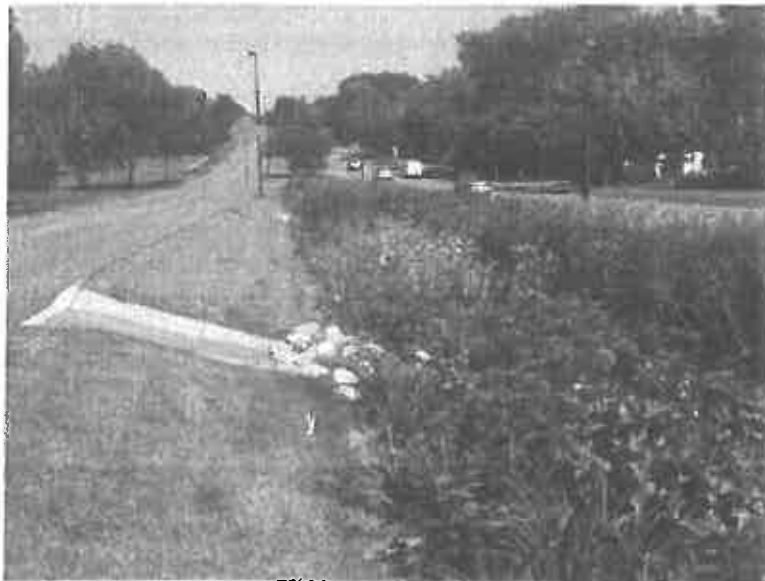
To: Eddie Lolofie <ELolofie@midwestcityok.org>

i am having a difficult time finding guidance on what is permitted on the easement between the sidewalk and the road. I know homeowners are responsible for maintaining the area, but are homeowners permitted to make alterations, like adding garden beds?



Search

Rain Gardens



Rain gardens are a great way to naturally treat stormwater runoff that would otherwise flow untreated into nearby creeks, ponds and streams. Rain gardens are also a beautiful addition to any yard, common area, or park! They are different from other gardens in that they are set depressed into the earth to help capture stormwater runoff. This not only helps to prevent localized flooding, but it also filters out many pollutants and improves our water quality!

Some Quick Benefits of Rain Gardens:

- Reduces localized flooding
- Recharges groundwater aquifers
- Provides habitat for wildlife
- Filters pollutants and sediment from rainwater

- Can be extremely low maintenance
- Aesthetically pleasing

Click any thumbnail image to view a slideshow



SUPPORTING DOCUMENTS

 [Rain Garden Brochure \(2 MB\)](#)

PUBLIC WORKS

CONTACT INFORMATION

Physical Address

Charles J. Johnson Building

8726 SE 15th Street
Midwest City, OK 73110

Phone: 405-739-1040

Hours

Monday - Friday
7:30 a.m. - 4 p.m.

[Home](#) [Staff Login](#) [Sitemap](#)

100 N Midwest Boulevard, Midwest City, OK 73110

MEMORANDUM

To: Mayor and City Council

From: Donald D. Maisch
City Attorney

Date: July 27, 2021

RE: Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 8 Animals and Fowl, Article I, In General, Section 8-2, Definitions; Creating a new ordinance at Chapter 8, Animals and Fowl, Article XI, Commercial Animal Establishments; Section 8-200 through 8-205; and providing for repealer and severability.

The proposed changes to Chapter 8 Animals and Fowl, Article I, In General, Section 8-2, Definitions would add definitions to this section for terms used in the new Article XI for Commercial Animal Establishments and clean up some grammatical issues.

The proposed new Article (Article XI) to Chapter 8 would establish a new section for Commercial Animal Establishments. This new article if enacted would save animals lives, provide consumer protection, save taxpayer money, and ensure that Midwest City remains a humane municipality. The passage of this would also be a positive step for both shelter animals and the thousands of breeding dogs languishing in puppy mills.

Section 8-200 is the title for the new article. Section 8-201 would require any Commercial Animal Establishment to obtain all required federal and state licenses/permits to operate in Midwest City and set up a City of Midwest City licensure system, with new and renewal permitting fees. This will allow the City of Midwest City to have an inventory concerning how many Commercial Animal Establishments are operating within the City of Midwest City. Section 8-202 would require compliance with the federal state and City of Midwest City licenses as issued. Section 8-203 would grant officials with the City of Midwest City the authority to inspect a Commercial Animal Establishment. Section 8-204 would restrict the selling of any animal from a pet shop, grooming shop or auction (as those terms are defined in the ordinance) from a Commercial Animal Establishment, with the exception of allowing the sale of animals from a non-profit animal care or animal rescue facility. Section 8-205 establishes monetary penalties for failure to comply with the provisions of the new Article.

Ordinance Review Committee recommends and requests approval.

Respectfully submitted,



Donald D. Maisch City Attorney

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

Section 1. That the Midwest City Municipal Code, Chapter 8 Animals and Fowl, Article I, In General, Section 8-2, Definitions; is hereby amended to read as follows:

Animal: Any live, vertebrate creature, domestic or wild.

Animals or poultry: As specifically named herein, by whatever other name they might be includes every age and sex of each of the species of animals or poultry referred to herein.

Animal shelter: Any facility operated by a humane society, or municipal agency, or its authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

At large: Off of the premises of the owner and not under the restraint of the owner or a member of his an immediate family member, either by leash, cord, chain or otherwise; not under restraint or confined on premises.

1
2 *Auctions:* Any place or facility where animals are regularly bought, sold, or traded,
3 except for those facilities otherwise defined in this chapter. This section does not apply to
4 individual sales of animals by owners.

5
6 *Cat:* Any cat, male or female, and every other animal of feline species.
7

8 *Circus:* A commercial variety show featuring animal acts for public entertainment.
9

10 *Commercial animal breeder:* A person that maintains a minimum of three (3) female dogs
11 or three (3) female cats for the purpose of breeding and selling their offspring.
12

13 *Commercial animal broker:* A person that transfers a dog or cat from a breeder for resale
14 to another person.
15

16 *Commercial animal establishment:* Any pet shop, ~~groom~~ grooming shop, auction or
17 auctions, riding school or stable, zoological park, circus, performing animal exhibition,
18 commercial animal breeder, commercial animal broker, keeper, or kennel.
19

20 *Confined on the premises:* That condition in which a dog is securely and physically
21 confined and restrained on and within the premises of the owner by means of walls or fences; of
22 such strength and size as physically to prevent the dog from leaving the premises.
23

24 *Dog:* Any dog, male or female, and every other animal of canine species.
25

26 *Grooming shop:* A commercial establishment where animals are bathed, clipped,
27 plucked, or otherwise groomed.
28

29 *Keeper:* Any premises wherein any person engages in the business of boarding, breeding,
30 buying, letting for hire, training for a fee, or selling dogs or cats.
31

32 *Kennel:* Any premises wherein any person engages in the business of boarding, breeding,
33 buying, letting for hire, training for a fee, or selling dogs or cats.
34

35 *Large animals:* Horses, mules, donkeys, cattle, goats, sheep or any other animal of
36 similar size or stature.
37

38 *License.* Permission required by law and issued by a governmental entity whether
39 issuance is by the federal government or subdivision of the federal government, State of
40 Oklahoma, or subdivision of the State of Oklahoma and/or the City of Midwest City. The
41 definition of the term *license* shall include permit, certification, or any other term used for the
42 granting of permission by a governmental entity to operate or perform.
43

44 *Nuisance:* Doing any act or omitting to perform a duty, which act or omission either
45 annoys, injures or endangers the comfort, repose, health or safety of others as defined by the
46 statutes of the state and the ordinances of the city.

1
2 Offer for sale: To sell, offer for sale, advertise for the sale of, barter, auction, give away
3 or otherwise dispose of a dog or cat.
4

5 *Owner:* The owner of an animal and also every other person having the care or custody
6 of, harboring, keeping or maintaining any animal.
7

8 *Performing animal exhibition:* Any spectacle, display, act, or event other than circuses,
9 in which performing animals are used.
10

11 *Pet:* Any animal kept for pleasure rather than utility.
12

13 *Pet shop:* Any person, partnership, or corporation, whether operated separately or in
14 connection with another business enterprise except for a licensed kennel, that buys, sells, or
15 boards any species of animal.
16

17 *Rabies suspected animal:* Any dog which shall have bitten a human being, or which shall
18 have been bitten by any animal suspected of having rabies or any infection associated therewith.
19

20 *Ratproof:* A state of being constructed so as to effectively prevent entry of rodents and
21 vectors.
22

23 *Restraint:* Any animal physically secured by a leash or lead, not to exceed six (6) feet in
24 length, and under the control of a responsible person or within the real property limits of its
25 owner.
26

27 *Riding school or stable:* Any place which has available for hire, boarding and/or riding
28 instruction, any horse, pony, donkey, mule or burro.
29

30 *Sanitary:* Any condition of good order and cleanliness which precludes the probability
31 of disease transmission.
32

33 Sell: To exchange for consideration, adopt out, barter, auction, trade, lease or otherwise
34 transfer.
35

36 *Small animals:* Rabbits, hares, guinea pigs, chickens, turkeys, guineas, geese, ducks,
37 hamsters, pigeons or any other animal or fowl of similar size or stature.
38

39 *Veterinary hospital:* Any establishment maintained and operated by a licensed
40 veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.
41

42 *Vicious animal:* Defined as one not only of disposition to attack every person or animal
43 it may meet, but it includes as well a natural fierceness or disposition to mischief, as may
44 occasionally lead it to attack human beings or animals without provocation.
45

1 *Wild animal*: Any live animal, including, but not limited to, monkey (nonhuman
2 primate), raccoon, skunk, fox, poisonous or constricting snake, leopard, panther, tiger, lion, lynx,
3 bear, or other animal which can normally be found in the wild state or recognized by state and
4 federal game and fish departments.

5
6 *Zoological park*: Any facility, other than a pet shop or kennel, displaying or exhibiting
7 one or more species of nondomesticated animals operated by a person, partnership, corporation,
8 or government agency.

9
10 **Section 2.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
11 Article XI, Commercial Animal Establishments, Section 8-200, Title; is hereby enacted to read as
12 follows:

13
14 Article XI of Chapter 8 of the Midwest City Municipal Code shall be known as Commercial
15 Animal Establishments.

16
17 **Section 3.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
18 Article XI, Commercial Animal Establishments, Section 8-201, Licensure; is hereby enacted to
19 read as follows:

20
21 A. All Commercial Animal Establishments operating within the corporate city limits
22 of Midwest City shall be required to comply with all statutory and regulatory requirements of the
23 federal Animal Welfare Act and obtain a license or permit pursuant to the Act.

24
25 B. All Commercial Animal Establishments operating within the corporate city limits
26 of Midwest City shall be required to comply with all statutory and regulatory requirements of the
27 state Commercial Pet Breeders and Animal Shelter Licensing Act and obtain a license or permit
28 pursuant to the Act.

29
30 C. In addition to the licenses or permits obtained pursuant to the federal Animal
31 Welfare Act and the Commercial Pet Breeders and Animal Shelter Licensing Act, all Commercial
32 Animal Establishments operating within the corporate city limits of Midwest City, required to
33 obtain a federal license pursuant to the Animal Welfare Act or state license pursuant to the
34 Commercial Pet Breeders and Animal Shelter Licensing Act, shall be required to file an application
35 and to obtain a license to operate from the City of Midwest City. The license shall be in effect
36 from the date of issuance until January 31st of the following year. The information required in an
37 application shall include but not be limited to:

- 38
39 1. Name of the Commercial Animal Establishment;
40 2. Address of the Commercial Animal Establishment;
41 3. Operation location of the Commercial Animal Establishment, if different
42 from the address;
43 4. Phone number of the Commercial Animal Establishment;
44 5. E-Mail address(es) of the Commercial Animal Establishment;

1 6. Web site(s) for the Commercial Animal Establishment;
2 7. Hours of operation of the Commercial Animal Establishment;
3 8. Registration and/or incorporation information filed with the Oklahoma
4 Secretary of State for the Commercial Animal Establishment;

5
6 9. Types and breeds of animals that are offered for sale or to sell at the
7 Commercial Animal Establishment;

8 10. Number of animals annually to be offered for sale or to sell at the
9 Commercial Animal Establishment;

10 11. Description of the housing to the provided for the animals at the
11 Commercial Animal Establishment;

12 12. Description of how medical care will be provided for the animals at the
13 Commercial Animal Establishment;

14 13. Description of the non-medical care provided for the animals at the
15 Commercial Animal Establishment;

16 14. Description of animal waste disposal procedures for the Commercial
17 Animal Establishment;

18 15. A copy of the Commercial Animal Establishment's licenses under the
19 federal Animal Welfare Act and the Commercial Pet Breeders and Animal Shelter Licensing Act;
20 and

21 16. Payment of a one-hundred dollar (\$100.00) application fee.

22
23 D. The license from the City of Midwest City may be renewed prior to expiration
24 beginning on January 1st of the following year upon application for renewal of the license by the
25 Commercial Animal Establishment with the submission of:

26
27 1. A renewal application fee of one-hundred dollars (\$100.00);

28 2. Submissions of the Commercial Animal Establishment's licenses under the
29 federal Animal Welfare Act and the Commercial Pet Breeders and Animal Shelter Licensing Act;
30 and

31 3. Statement of any changes or amendments from the original application or
32 any previous renewal.

33
34 E. All federal and state licenses or permits and City of Midwest City license shall be
35 prominently displayed by the Commercial Animal Establishment so to be easily viewed by the
36 public and any official of the City of Midwest City.

37
38 **Section 4.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
39 Article XI, Commercial Animal Establishments, Section 8-202, Compliance; is hereby enacted to
40 read as follows:

1 All Commercial Animal Establishments shall comply with all terms and conditions of their
2 federal Animal Welfare Act, the Commercial Pet Breeders and Animal Shelter Licensing Act, and
3 City of Midwest City license, which shall include all information provided in the application.
4

5 **Section 5.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
6 Article XI, Commercial Animal Establishments, Section 8-203, Inspections; is hereby enacted to
7 read as follows:
8

9 A. Officials of the City of Midwest City shall have the authority to enter the
10 operational premises of a Commercial Animal Establishment to inspect for compliance with any
11 City of Midwest City requirement during normal operational hours of the Commercial Animal
12 Establishment.
13

14 B. If any Commercial Animal Establishment or any representative of a Commercial
15 Animal Establishment denies an official from the City of Midwest City access to conduct an
16 inspection pursuant to the terms of this section, the City of Midwest City may seek a Court Order
17 to authorize the inspection. Any such denial of access shall be deemed a violation of the permit
18 issued by the City of Midwest City and the City of Midwest City may revoke any permit issued.
19

20 C. If officials from the City of Midwest City, find during an inspection that the health,
21 safety or welfare of any animals in a Commercial Animal Establishment are endangered or in
22 immediate danger, such finding may be reported to the Oklahoma Department of Agriculture, Food
23 and Forestry and the City officials may work with representatives from the Oklahoma Department
24 of Agriculture, Food and Forestry to obtain any Court Order to seize the animals as provided for
25 in Title 4 of the Oklahoma Statutes, Section 30.13.
26

27 **Section 6.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
28 Article XI, Commercial Animal Establishments, Section 8-204, Restrictions on Pet Shops, Groom
29 Shops and Auctions; is hereby enacted to read as follows:
30

31 No pet shop, grooming shop or auctions shall sell or offer to sell any animal from a
32 Commercial Animal Establishment, except for the sale or offer to sell animals from an Animal
33 Care Facility or an Animal Rescue Organization.
34

35 **Section 7.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
36 Article XI, Commercial Animal Establishments, Section 8-205, Penalties; is hereby enacted to
37 read as follows:
38

39 A. Any person, business or organization found to be in violation of any term or
40 requirement of the provisions of Article XI of Chapter 8 of the City Ordinances of the City of
41 Midwest City may be penalized up to two hundred and fifty dollars (\$250.00) per day, per
42 violation.
43

1 B. Any person, business or organization found to be in violation of any term or
2 requirement of the provisions of Article XI of Chapter 8 of the City Ordinances of the City of
3 Midwest City more than three (3) times in any one-year time frame may be penalized up to five
4 hundred dollars (\$500.00) per day, per violation.

5
6 C. Any person, business or organization found to be in violation of any term or
7 requirement of the provisions of Article XI of Chapter 8 of the City Ordinances of the City of
8 Midwest City more than six (6) times in any one-year time frame may be penalized up to seven
9 hundred and fifty dollars (\$750.00) per day, per violation.

10
11 **Section 8.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
12 repealed.

13
14 **Section 9.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
15 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
16 of the ordinance.
17

1 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
2 Oklahoma, this _____ day of _____, 2021.

3
4 **THE CITY OF MIDWEST CITY, OKLAHOMA**

5
6
7 _____
8 MATTHEW D. DUKES, II, Mayor

9
10 ATTEST:

11
12
13 _____
14 SARA HANCOCK, City Clerk

15
16
17 Approved as to form and legality this _____ day of _____, 2021.

18
19
20 _____
21 DONALD D. MAISCH, City Attorney

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

Section 8-2. – Definitions.

Animal: Any live, vertebrate creature, domestic or wild.

Animals or poultry: As specifically named herein, by whatever other name they might be called, includes every age and sex of each of the species of animals or poultry referred to herein.

Animal shelter: Any facility operated by a humane society, or municipal agency, or its authorized agents for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

Area of enclosure: That area, large or small, in which animals are confined. Residences shall be excluded in computing the area of the enclosure.

1 *At large:* Off of the premises of the owner and not under the restraint of the owner or an
2 immediate family member, either by leash, cord, chain or otherwise; not under restraint or
3 confined on premises.
4

5 *Auctions:* Any place or facility where animals are regularly bought, sold, or traded,
6 except for those facilities otherwise defined in this chapter. This section does not apply to
7 individual sales of animals by owners.
8

9 *Cat:* Any cat, male or female, and every other animal of feline species.
10

11 *Circus:* A commercial variety show featuring animal acts for public entertainment.
12

13 *Commercial animal breeder:* A person that maintains a minimum of three (3) female dogs
14 or three (3) female cats for the purpose of breeding and selling their offspring.
15

16 *Commercial animal broker:* A person that transfers a dog or cat from a breeder for resale
17 to another person.
18

19 *Commercial animal establishment:* Any pet shop, grooming shop, auction or auctions,
20 riding school or stable, zoological park, circus, performing animal exhibition, commercial
21 animal breeder, commercial animal broker, keeper, or kennel.
22

23 *Confined on the premises:* That condition in which a dog is securely and physically
24 confined and restrained on and within the premises of the owner by means of walls or fences; of
25 such strength and size as physically to prevent the dog from leaving the premises.
26

27 *Dog:* Any dog, male or female, and every other animal of canine species.
28

29 *Grooming shop:* A commercial establishment where animals are bathed, clipped,
30 plucked, or otherwise groomed.
31

32 *Keeper:* Any premises wherein any person engages in the business of boarding, breeding,
33 buying, letting for hire, training for a fee, or selling dogs or cats.
34

35 *Kennel:* Any premises wherein any person engages in the business of boarding, breeding,
36 buying, letting for hire, training for a fee, or selling dogs or cats.
37

38 *Large animals:* Horses, mules, donkeys, cattle, goats, sheep or any other animal of
39 similar size or stature.
40

41 *License.* Permission required by law and issued by a governmental entity whether
42 issuance is by the federal government or subdivision of the federal government, State of
43 Oklahoma, or subdivision of the State of Oklahoma and/or the City of Midwest City. The
44 definition of the term *license* shall include permit, certification, or any other term used for the
45 granting of permission by a governmental entity to operate or perform.
46

1 *Nuisance:* Doing any act or omitting to perform a duty, which act or omission either
2 annoys, injures or endangers the comfort, repose, health or safety of others as defined by the
3 statutes of the state and the ordinances of the city.
4

5 *Offer for sale:* To sell, offer for sale, advertise for the sale of, barter, auction, give away
6 or otherwise dispose of a dog or cat.
7

8 *Owner:* The owner of an animal and also every other person having the care or custody
9 of, harboring, keeping or maintaining any animal.
10

11 *Performing animal exhibition:* Any spectacle, display, act, or event other than circuses,
12 in which performing animals are used.
13

14 *Pet:* Any animal kept for pleasure rather than utility.
15

16 *Pet shop:* Any person, partnership, or corporation, whether operated separately or in
17 connection with another business enterprise except for a licensed kennel, that buys, sells, or
18 boards any species of animal.
19

20 *Rabies suspected animal:* Any dog which shall have bitten a human being, or which shall
21 have been bitten by any animal suspected of having rabies or any infection associated therewith.
22

23 *Ratproof:* A state of being constructed so as to effectively prevent entry of rodents and
24 vectors.
25

26 *Restraint:* Any animal physically secured by a leash or lead, not to exceed six (6) feet in
27 length, and under the control of a responsible person or within the real property limits of its
28 owner.
29

30 *Riding school or stable:* Any place which has available for hire, boarding and/or riding
31 instruction, any horse, pony, donkey, mule or burro.
32

33 *Sanitary:* Any condition of good order and cleanliness which precludes the probability
34 of disease transmission.
35

36 *Sell:* To exchange for consideration, adopt out, barter, auction, trade, lease or otherwise
37 transfer.
38

39 *Small animals:* Rabbits, hares, guinea pigs, chickens, turkeys, guineas, geese, ducks,
40 hamsters, pigeons or any other animal or fowl of similar size or stature.
41

42 *Veterinary hospital:* Any establishment maintained and operated by a licensed
43 veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.
44

1 *Vicious animal*: Defined as one not only of disposition to attack every person or animal
2 it may meet, but it includes as well a natural fierceness or disposition to mischief, as may
3 occasionally lead it to attack human beings or animals without provocation.
4

5 *Wild animal*: Any live animal, including, but not limited to, monkey (nonhuman
6 primate), raccoon, skunk, fox, poisonous or constricting snake, leopard, panther, tiger, lion, lynx,
7 bear, or other animal which can normally be found in the wild state or recognized by state and
8 federal game and fish departments.
9

10 *Zoological park*: Any facility, other than a pet shop or kennel, displaying or exhibiting
11 one or more species of nondomesticated animals operated by a person, partnership, corporation,
12 or government agency.
13

14 **Section 2.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
15 Article XI, Commercial Animal Establishments, Section 8-200, Title; is hereby enacted to read as
16 follows:
17

18 **Section 8-200. – Commercial Animal Establishments.**
19

20 Article XI of Chapter 8 of the Midwest City Municipal Code shall be known as Commercial
21 Animal Establishments.
22

23 **Section 3.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
24 Article XI, Commercial Animal Establishments, Section 8-201, Licensure; is hereby enacted to
25 read as follows:
26

27 **Section 8-201. – Licensure.**
28

29 A. All Commercial Animal Establishments operating within the corporate city limits
30 of Midwest City shall be required to comply with all statutory and regulatory requirements of the
31 federal Animal Welfare Act and obtain a license or permit pursuant to the Act.
32

33 B. All Commercial Animal Establishments operating within the corporate city limits
34 of Midwest City shall be required to comply with all statutory and regulatory requirements of the
35 state Commercial Pet Breeders and Animal Shelter Licensing Act and obtain a license or permit
36 pursuant to the Act.
37

38 C. In addition to the licenses or permits obtained pursuant to the federal Animal
39 Welfare Act and the Commercial Pet Breeders and Animal Shelter Licensing Act, all Commercial
40 Animal Establishments operating within the corporate city limits of Midwest City, required to
41 obtain a federal license pursuant to the Animal Welfare Act or state license pursuant to the
42 Commercial Pet Breeders and Animal Shelter Licensing Act, shall be required to file an application
43 and to obtain a license to operate from the City of Midwest City. The license shall be in effect

1 from the date of issuance until January 31st of the following year. The information required in an
2 application shall include but not be limited to:

- 3
- 4 1. Name of the Commercial Animal Establishment;
- 5 2. Address of the Commercial Animal Establishment;
- 6 3. Operation location of the Commercial Animal Establishment, if different
7 from the address;
- 8 4. Phone number of the Commercial Animal Establishment;
- 9 5. E-Mail address(es) of the Commercial Animal Establishment;
- 10 6. Web site(s) for the Commercial Animal Establishment;
- 11 7. Hours of operation of the Commercial Animal Establishment;
- 12 8. Registration and/or incorporation information filed with the Oklahoma
13 Secretary of State for the Commercial Animal Establishment;
- 14
- 15 9. Types and breeds of animals that are offered for sale or to sell at the
16 Commercial Animal Establishment;
- 17 10. Number of animals annually to be offered for sale or to sell at the
18 Commercial Animal Establishment;
- 19 11. Description of the housing to be provided for the animals at the
20 Commercial Animal Establishment;
- 21 12. Description of how medical care will be provided for the animals at the
22 Commercial Animal Establishment;
- 23 13. Description of the non-medical care provided for the animals at the
24 Commercial Animal Establishment;
- 25 14. Description of animal waste disposal procedures for the Commercial
26 Animal Establishment;
- 27 15. A copy of the Commercial Animal Establishment's licenses under the
28 federal Animal Welfare Act and the Commercial Pet Breeders and Animal Shelter Licensing Act;
29 and
- 30 16. Payment of a one-hundred dollar (\$100.00) application fee.
- 31

32 D. The license from the City of Midwest City may be renewed prior to expiration
33 beginning on January 1st of the following year upon application for renewal of the license by the
34 Commercial Animal Establishment with the submission of:

- 35
- 36 1. A renewal application fee of one-hundred dollars (\$100.00);
- 37 2. Submissions of the Commercial Animal Establishment's licenses under the
38 federal Animal Welfare Act and the Commercial Pet Breeders and Animal Shelter Licensing Act;
39 and
- 40 3. Statement of any changes or amendments from the original application or
41 any previous renewal.
- 42

1 E. All federal and state licenses or permits and City of Midwest City license shall be
2 prominently displayed by the Commercial Animal Establishment so to be easily viewed by the
3 public and any official of the City of Midwest City.
4

5 **Section 4.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
6 Article XI, Commercial Animal Establishments, Section 8-202, Compliance; is hereby enacted to
7 read as follows:
8

9 **Section 8-202. – Compliance.**
10

11 All Commercial Animal Establishments shall comply with all terms and conditions of their
12 federal Animal Welfare Act, the Commercial Pet Breeders and Animal Shelter Licensing Act, and
13 City of Midwest City license, which shall include all information provided in the application.
14

15 **Section 5.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
16 Article XI, Commercial Animal Establishments, Section 8-203, Inspections; is hereby enacted to
17 read as follows:
18

19 **Section 8-203. – Inspections.**
20

21 A. Officials of the City of Midwest City shall have the authority to enter the
22 operational premises of a Commercial Animal Establishment to inspect for compliance with any
23 City of Midwest City requirement during normal operational hours of the Commercial Animal
24 Establishment.
25

26 B. If any Commercial Animal Establishment or any representative of a Commercial
27 Animal Establishment denies an official from the City of Midwest City access to conduct an
28 inspection pursuant to the terms of this section, the City of Midwest City may seek a Court Order
29 to authorize the inspection. Any such denial of access shall be deemed a violation of the permit
30 issued by the City of Midwest City and the City of Midwest City may revoke any permit issued.
31

32 C. If officials from the City of Midwest City, find during an inspection that the health,
33 safety or welfare of any animals in a Commercial Animal Establishment are endangered or in
34 immediate danger, such finding may be reported to the Oklahoma Department of Agriculture, Food
35 and Forestry and the City officials may work with representatives from the Oklahoma Department
36 of Agriculture, Food and Forestry to obtain any Court Order to seize the animals as provided for
37 in Title 4 of the Oklahoma Statutes, Section 30.13.
38

39 **Section 6.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
40 Article XI, Commercial Animal Establishments, Section 8-204, Restrictions on Pet Shops,
41 Grooming Shops and Auctions; is hereby enacted to read as follows:
42

43 **Section 8-204. – Restrictions on Pet Shops, Grooming Shops and Auctions.**

1 No pet shop, grooming shop or auctions shall sell or offer to sell any animal from a
2 Commercial Animal Establishment, except for the sale or offer to sell animals from an Animal
3 Care Facility or an Animal Rescue Organization.
4

5 **Section 7.** A new ordinance in the Midwest City Municipal Code, Chapter 8 Animals and Fowl,
6 Article XI, Commercial Animal Establishments, Section 8-205, Penalties; is hereby enacted to
7 read as follows:
8

9 **Section 8-205. – Penalties.**
10

11 A. Any person, business or organization found to be in violation of any term or
12 requirement of the provisions of Article XI of Chapter 8 of the City Ordinances of the City of
13 Midwest City may be penalized up to two hundred and fifty dollars (\$250.00) per day, per
14 violation.
15

16 B. Any person, business or organization found to be in violation of any term or
17 requirement of the provisions of Article XI of Chapter 8 of the City Ordinances of the City of
18 Midwest City more than three (3) times in any one-year time frame may be penalized up to five
19 hundred dollars (\$500.00) per day, per violation.
20

21 C. Any person, business or organization found to be in violation of any term or
22 requirement of the provisions of Article XI of Chapter 8 of the City Ordinances of the City of
23 Midwest City more than six (6) times in any one-year time frame may be penalized up to seven
24 hundred and fifty dollars (\$750.00) per day, per violation.
25

26 **Section 8.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
27 repealed.
28

29 **Section 9.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
30 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
31 of the ordinance.
32

33
34 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
35 Oklahoma, this _____ day of _____, 2021.
36
37

38 **THE CITY OF MIDWEST CITY, OKLAHOMA**
39
40

41 _____
42 MATTHEW D. DUKES, II, Mayor
43

1 ATTEST:

2
3
4 _____
5 SARA HANCOCK, City Clerk
6

7
8 Approved as to form and legality this _____ day of _____, 2021.
9

10
11 _____
12 DONALD D. MAISCH, City Attorney

MEMORANDUM

To: Mayor and City Council

From: Donald D. Maisch
City Attorney

RE: Discussion and consideration for adoption, including any amendments, of an ordinance amending the Midwest City Municipal Code, Chapter 27 Nuisances, Article I, In General, Section 27-1, Definitions; Definitions; Section 27-2, Declared Unlawful; Section 27-14, Collection and Donation Boxes; providing for repealer and severability.

Date: July 27, 2021

The proposed amendment to Chapter 27 Nuisances, Article I, In General, Section 27-1, Definitions; Penalties was taken to the Ordinance Review Committee and approved before bringing to Midwest City Council for consideration. The amended language is needed due to a determination by the Municipal Court that the current definition is not sufficiently specific to include a vehicle that has a flat tire or flat tires as an inoperable vehicle. The amended language would make it clear that a vehicle that has a flat tire or flat tires for a minimum of 72 consecutive hours after discovery is considered an junked or inoperable vehicle. Action is at the discretion of the Mayor and Council.

The proposed amendment to Chapter 27 Nuisances, Article I, In General, Section 27-2, Declared Unlawful; Penalties was taken to the Ordinance Review Committee and approved before bringing to Midwest City Council for consideration. The amended language is needed to bring the administrative fine charged for the nuisance abatement undertaken by the City in line with the amount it costs the City to abate a nuisance. Action is at the discretion of the Mayor and Council.

The proposed amendment to Chapter 27 Nuisances, Article I, In General, Section 27-14, Collection and Donation Boxes was taken to the Ordinance Review Committee and approved before bringing to Midwest City Council for consideration. The amended language is needed to bring the bond charged for the location of collection and donation boxes in line with the amount it costs the City to remedy any violations as required in paragraphs (g), (h) and (i) of this section. Action is at the discretion of the Mayor and Council.

Ordinance Review Committee recommends and requests approval.

Respectfully submitted,



Donald D. Maisch
City Attorney

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

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(b) *Bona fide evidence of majority and identity* means a document issued by a federal, state, county or municipal government including, but not limited to, a motor vehicle operators license, a registration certificate issued under the Federal Selective Service Act or an identification card issued to a member of the armed forces.

(d) *Company means* and individual person, association, partnership, corporation, or any other entity.

(e) *Disposal* means the discharge, deposit, injection, dumping, spilling, leaking or placing of any waste or hazardous waste into or on any land or water in such a manner that such waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharge into any water, including groundwaters.

(f) *Fire break* means an area of land, which shall be at least seventy-five (75) feet wide, cleared to provide protection for surrounding properties from the spread of fire and to allow easier accessibility for firefighting personnel and apparatus.

(g) *Furniture* means furniture designed and constructed to be used indoors due to its propensity to harbor vermin, pests, insects and rodents if used or stored outside.

1
2 (h) *Hazardous waste* means a waste or combination of wastes which, because of its quantity,
3 concentration of physical, chemical or infectious characteristics, may:

4
5 (1) Cause or significantly contribute to an increase in mortality or an increase in serious
6 irreversible or incapacitating reversible illness; or
7

8 (2) Pose a substantial present or potential hazard to human health or the environment
9 when improperly treated, stored, transported, disposed of or otherwise managed.
10

11 (i) *Health officer* means an officer of the Oklahoma City—County Health Department.
12

13 (j) *Junked ~~or inoperable~~ or inoperable vehicle* means any motor vehicle is defined as:
14

15 (1) Any vehicle which does not bear a current license plate;

16 (2) Being in a condition of which is wrecked to the extent it is inoperable on the roadway,
17 unsafe for operation on a public roadway, dismantled, partially dismantled, elevated
18 on blocks for a period exceeding one (1) week, abandoned, discarded, or which
19 cannot be started and operated on demand by a city official; or

20 (3) Any vehicle that has had a flat tire or flat tires for a period of seventy-two (72)
21 consecutive hours from the date it was first reported or observed by officers.
22

23 (k) *Junked watercraft* means any device intended for water transportation, and any applicable
24 trailer or motor/engine, which is wrecked, dismantled, abandoned, discarded or is unable to
25 operate for the purpose for which it was manufactured.
26

27 (l) *Junked recreational vehicle* means any self-propelled or towed vehicles, designed to serve
28 as temporary living quarters by which is wrecked, dismantled, partially dismantled, inoperative,
29 abandoned or discarded.
30

31 (m) *Junked vehicle* means any combination of one (1) or more junked motor vehicle, one (1) or
32 more junked watercraft and/or one (1) or more junked recreational vehicles.
33

34 (n) *Mechanical telephone call* means any call to a telephone number located within Midwest
35 City, wherein said telephone call is initiated by a mechanical device or a computer program, and
36 where said telephone call is accompanied by a recorded or computer synthesized message.
37

38 (o) *Minor* means an individual under the age of eighteen (18) years of age.
39

40 (p) *Motor vehicle* means any wheeled vehicle which is designed for self-propelled movement
41 and shall include, but not be limited to, automobiles, buses, motorbikes, motorcycles, motor
42 scooters, trucks, tractors, go-carts, golf carts, campers and recreational vehicles.
43

44 (q) *Motor vehicle parts* means any part or parts, whether mechanical or otherwise used in the
45 general makeup of a motor vehicle.
46

1 (r) *Nuisance* means lawfully doing an act, or omitting to perform a duty, or is anything or
2 condition which:

- 3
4 (1) Annoys, injures or endangers the comfort, repose, health or safety of others;
5 (2) Offends decency;
6 (3) Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for
7 passage any lake or navigable river, stream, canal or basin, or any public park, square,
8 street or other public property; or
9 (4) In any way threatens or renders other person insecure in life or the use of property.

10
11 (s) *Owner* means the owner of record. If the subject property is real property, the owner shall
12 be the person indicated by the current year's tax rolls in the Oklahoma County Treasurer's Office,
13 If the subject property is a vehicle, the owner shall be the person indicated by the current
14 department of public safety's records or the party who has domain over the vehicle.

15
16 (t) *Person* means any individual, trust, firm, joint stock company, federally agency, association,
17 partnership, state, interstate body or corporation (including a government corporation), or
18 employee or agent thereof.

19
20 (u) *Private nuisance* means every nuisance that is not a public nuisance.

21
22 (v) *Private property* means any real property within the city which is privately owned and which
23 is not public property as defined in this section.

24
25 (w) *Public nuisance* means a nuisance that affects at the same time an entire community,
26 neighborhood or any considerable number of persons although the extent of the annoyance or
27 damage inflicted upon the individuals may be unequal.

28
29 (x) *Public property* means any street or highway which shall include the entire width between
30 the boundary lines of every way publicly maintained for the purposes of vehicular travel and
31 shall also mean any other public property or facility.

32
33 (y) *Responsible party* means the person, occupant, tenant or renter of real property or some other
34 person designated by the owner to be responsible for the subject property or vehicle and
35 responsible for the creation or abatement of any violation of this chapter.

36
37 (z) *Rubbish* shall mean combustible or noncombustible waste materials, except for trash or
38 garbage, primarily derived from an organic nature, including but not limited to, residue from the
39 burning of wood, coal, coke and other combustible materials, wood or wood products, tree
40 branches and limbs, yard waste, grass clippings and trimmings, shrubbery or plant cuttings
41 leaves, mulch, dirt, manure or fodder or other similar materials.

42
43 (aa) *Spray paint* means paint contained in a aerosol container.

44
45 (bb) *Trash* means refuse of all types and garbage as defined under the International Property
46 Maintenance Code, excluding rubbish, including but not limited to, garbage, street debris, dead

1 animals, market and industrial wastes, paper, wrappings, cigarettes, cardboard, tin cans, treated
2 or synthetic wood and wood composites, glass, bedding crockery, furniture, appliances, litter,
3 tires, dead animal renderings, clothing, boxes, rags, rubber, leather, metallic items, household
4 debris and useless or uncared for matter whether in solid or liquid form.

5
6 (cc) *Weeds* means all vegetation at any state of maturity which exceeds twelve (12) inches in
7 height except healthy trees, shrubs or produce for human consumption grown in a tended and
8 cultivated garden; and means all vegetation, regardless of height or purpose, which, by its density
9 and location:

- 10
11 (1) Interferes with mowing of weeds;
12 (2) Harbors, conceals or invites deposits or accumulation of trash, rodents or vermin;
13 (3) Constitutes a fire hazard;
14 (4) Exhales unpleasant or noxious odors;
15 (5) Is dead or diseased; or
16 (6) Is contagious and can or does create a health hazard.

17
18 **Section 2.** That the Midwest City Municipal Code, Chapter 27 Nuisances, Article I, In General,
19 Section 27-2, Declared Unlawful; Penalties; is hereby amended to read as follows:

20
21 (a) It shall be unlawful for the owner or responsible party to create or maintain a public nuisance
22 within the city or to permit a public nuisance to remain on premises within the city.

23
24 (b) The punishment for every violation of this chapter shall be as set out in section 1-15 of this
25 Code. Each day a violation of this chapter continues shall constitute a separate offense of this
26 chapter, and the fines associated with the offense shall increase for each subsequent violation
27 that occurs within the calendar year, January 1 to December 31, as set out in section 1-15.

28
29 (c) Where the city must abate a nuisance, there shall be assessed to the owner of the property an
30 administrative fine of ~~\$200.00~~ two hundred and sixty-five dollars (\$265.00) for each abatement
31 contract for the property. For any abatement performed pursuant to section 27-14, the
32 administrative fine may be assessed to either the owner of the property and/or the box owner.

33
34 **Section 3.** That the Midwest City Municipal Code, Chapter 27 Nuisances, Article I, In General,
35 Section 27-14, Collection and Donation Boxes; is hereby amended to read as follows:

36
37 (a) Collection and/or donation boxes shall be defined as those unattended and unmanned
38 containers typically placed at business, school or institutional locations within which donations
39 of materials including, but not limited to, clothing, books or other donated items are collected
40 and held to be picked up at a later time.

41
42 (b) Collection and/or donation boxes may only be placed and remain within the city so long as
43 the following terms and conditions are met:

44
45 (1) All collection and/or donation box owners shall first register with the city, showing
46 proof the owner of the land on which the box will be placed (the "land owner") has provided

1 permission for the box to be placed on its land, ~~and~~ Either the land owner or the collection and/or
2 donation box owners shall post a cash bond in the amount of ~~one two hundred fifty and sixty-~~
3 five dollars (\$150.00) (\$265.00) per container per location;

4
5 (2) No collection and/or donation box shall be placed on or over any right-of-way or
6 easement, or to obstruct access to a public utility or trash receptacle or container;

7
8 (3) All collection and/or donation boxes must be maintained in a manner of good general
9 condition, i.e., paint, signage, general outward appearance;

10
11 (4) No donations shall be permitted to overflow and/or accumulate on any collection
12 and/or donation box or on the ground or surface area around the collection and/or donation box;

13
14 (5) Collection and/or donation boxes shall not be placed in any location that would
15 interfere with normal traffic flow or within the sight triangle as defined within this Code;

16
17 (6) Collection and/or donation boxes shall not be placed within fifteen (15) feet of
18 property occupied by one- or two-family residential structures;

19
20 (7) Collection and/or donation boxes shall not occupy a required parking space, traffic
21 aisle and/or fire lane.

22
23 (c) If any collection and/or donation box is deemed to be a nuisance by attracting vermin or
24 other pests which may congregate at or near its location, or by overflow and/or accumulation
25 around or on any collection and/or donation box, either the overflow, the accumulation or the
26 box itself must be removed within twenty-four (24) hours upon notice by the city to the owner
27 of the box and/or the land owner, without any further required action by the city prior to it abating
28 the nuisance at the expense of the owner of the box or the land owner if neither owner abates the
29 nuisance within twenty-four (24) hours of receiving notice from the city.

30
31 (d) Each donation and/or collection box shall prominently display a placard near the opening
32 into which donations/collections are inserted into the box, or on the front of the box if the box
33 has no such opening, clearly indicating the name of the owner of the collection and/or donation
34 box, including a reliable address and other contact information for the owner.

35
36 (e) Owners of donation and/or collection boxes existing and placed within the city prior to the
37 effective date of the ordinance from which this section derives must register and comply with
38 the requirements of this section within ninety (90) days of the ordinance's effective date.

39
40 (f) Those collection and/or donation boxes placed by an authorized waste management company
41 or by the city at various locations throughout the city for the collection of material to be recycled
42 shall be exempt from the requirements of the ordinance.

43
44 (g) Any violation of this section shall entitle the city to abate the nuisance or correct the violation
45 and collect against the posted bond as reimbursement to the city for correcting the violation in
46 the manner deemed appropriate by the city.

1
2 (h) In the event the cash bond is insufficient to cover the cost of abatement(s), or the cash bond
3 has been depleted abating a past offense, the city may require the owner to post another cash
4 bond, which may be greater than that required at the time of registration, or require the owner to
5 remove the collection and/or donation box from within the city.

6
7 (i) When a collection and/or donation box is in violation of this section, it shall be deemed a
8 public nuisance within the city and the owner of the box and/or the land owner shall receive
9 notice of the violation and upon conviction may be punished in accordance with subsection 27-
10 2(b) of this Code.

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

1 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
2 Oklahoma, this _____ day of _____, 2021.

3
4 **THE CITY OF MIDWEST CITY, OKLAHOMA**

5
6
7 _____
8 MATTHEW D. DUKES, II, Mayor

9
10 ATTEST:

11
12
13 _____
14 SARA HANCOCK, City Clerk

15
16
17 Approved as to form and legality this _____ day of _____, 2021.

18
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20 _____
21 DONALD D. MAISCH, City Attorney

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

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(b) *Bona fide evidence of majority and identity* means a document issued by a federal, state, county or municipal government including, but not limited to, a motor vehicle operators license, a registration certificate issued under the Federal Selective Service Act or an identification card issued to a member of the armed forces.

(c) *City manager* means the person currently employed by the city as the city manager or his designee.

(d) *Company means* and individual person, association, partnership, corporation, or any other entity.

(e) *Disposal* means the discharge, deposit, injection, dumping, spilling, leaking or placing of any waste or hazardous waste into or on any land or water in such a manner that such waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharge into any water, including groundwaters.

(f) *Fire break* means an area of land, which shall be at least seventy-five (75) feet wide, cleared to provide protection for surrounding properties from the spread of fire and to allow easier accessibility for firefighting personnel and apparatus.

(g) *Furniture* means furniture designed and constructed to be used indoors due to its propensity to harbor vermin, pests, insects and rodents if used or stored outside.

1
2 (h) *Hazardous waste* means a waste or combination of wastes which, because of its quantity,
3 concentration of physical, chemical or infectious characteristics, may:

4
5 (1) Cause or significantly contribute to an increase in mortality or an increase in serious
6 irreversible or incapacitating reversible illness; or
7

8 (2) Pose a substantial present or potential hazard to human health or the environment
9 when improperly treated, stored, transported, disposed of or otherwise managed.
10

11 (i) *Health officer* means an officer of the Oklahoma City—County Health Department.
12

13 (j) *Junked or inoperable vehicle* means any motor vehicle is defined as:
14

15 (1) Any vehicle which does not bear a current license plate;

16 (2) Being in a condition of which is wrecked to the extent it is inoperable on the roadway,
17 unsafe for operation on a public roadway, dismantled, partially dismantled, elevated
18 on blocks for a period exceeding one (1) week, abandoned, discarded, or which
19 cannot be started and operated on demand by a city official; or

20 (3) Any vehicle that has had a flat tire or flat tires for a period of seventy-two (72)
21 consecutive hours from the date it was first reported or observed by officers.
22

23 (k) *Junked watercraft* means any device intended for water transportation, and any applicable
24 trailer or motor/engine, which is wrecked, dismantled, abandoned, discarded or is unable to
25 operate for the purpose for which it was manufactured.
26

27 (l) *Junked recreational vehicle* means any self-propelled or towed vehicles, designed to serve
28 as temporary living quarters by which is wrecked, dismantled, partially dismantled, inoperative,
29 abandoned or discarded.
30

31 (m) *Junked vehicle* means any combination of one (1) or more junked motor vehicle, one (1) or
32 more junked watercraft and/or one (1) or more junked recreational vehicles.
33

34 (n) *Mechanical telephone call* means any call to a telephone number located within Midwest
35 City, wherein said telephone call is initiated by a mechanical device or a computer program, and
36 where said telephone call is accompanied by a recorded or computer synthesized message.
37

38 (o) *Minor* means an individual under the age of eighteen (18) years of age.
39

40 (p) *Motor vehicle* means any wheeled vehicle which is designed for self-propelled movement
41 and shall include, but not be limited to, automobiles, buses, motorbikes, motorcycles, motor
42 scooters, trucks, tractors, go-carts, golf carts, campers and recreational vehicles.
43

44 (q) *Motor vehicle parts* means any part or parts, whether mechanical or otherwise used in the
45 general makeup of a motor vehicle.
46

1 (r) *Nuisance* means lawfully doing an act, or omitting to perform a duty, or is anything or
2 condition which:

- 3
4 (1) Annoys, injures or endangers the comfort, repose, health or safety of others;
5 (2) Offends decency;
6 (3) Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for
7 passage any lake or navigable river, stream, canal or basin, or any public park, square,
8 street or other public property; or
9 (4) In any way threatens or renders other person insecure in life or the use of property.

10
11 (s) *Owner* means the owner of record. If the subject property is real property, the owner shall
12 be the person indicated by the current year's tax rolls in the Oklahoma County Treasurer's Office,
13 If the subject property is a vehicle, the owner shall be the person indicated by the current
14 department of public safety's records or the party who has domain over the vehicle.

15
16 (t) *Person* means any individual, trust, firm, joint stock company, federally agency, association,
17 partnership, state, interstate body or corporation (including a government corporation), or
18 employee or agent thereof.

19
20 (u) *Private nuisance* means every nuisance that is not a public nuisance.

21
22 (v) *Private property* means any real property within the city which is privately owned and which
23 is not public property as defined in this section.

24
25 (w) *Public nuisance* means a nuisance that affects at the same time an entire community,
26 neighborhood or any considerable number of persons although the extent of the annoyance or
27 damage inflicted upon the individuals may be unequal.

28
29 (x) *Public property* means any street or highway which shall include the entire width between
30 the boundary lines of every way publicly maintained for the purposes of vehicular travel and
31 shall also mean any other public property or facility.

32
33 (y) *Responsible party* means the person, occupant, tenant or renter of real property or some other
34 person designated by the owner to be responsible for the subject property or vehicle and
35 responsible for the creation or abatement of any violation of this chapter.

36
37 (z) *Rubbish* shall mean combustible or noncombustible waste materials, except for trash or
38 garbage, primarily derived from an organic nature, including but not limited to, residue from the
39 burning of wood, coal, coke and other combustible materials, wood or wood products, tree
40 branches and limbs, yard waste, grass clippings and trimmings, shrubbery or plant cuttings
41 leaves, mulch, dirt, manure or fodder or other similar materials.

42
43 (aa) *Spray paint* means paint contained in a aerosol container.

44
45 (bb) *Trash* means refuse of all types and garbage as defined under the International Property
46 Maintenance Code, excluding rubbish, including but not limited to, garbage, street debris, dead

1 animals, market and industrial wastes, paper, wrappings, cigarettes, cardboard, tin cans, treated
2 or synthetic wood and wood composites, glass, bedding crockery, furniture, appliances, litter,
3 tires, dead animal renderings, clothing, boxes, rags, rubber, leather, metallic items, household
4 debris and useless or uncared for matter whether in solid or liquid form.

5
6 (cc) *Weeds* means all vegetation at any state of maturity which exceeds twelve (12) inches in
7 height except healthy trees, shrubs or produce for human consumption grown in a tended and
8 cultivated garden; and means all vegetation, regardless of height or purpose, which, by its density
9 and location:

- 10
11 (1) Interferes with mowing of weeds;
12 (2) Harbors, conceals or invites deposits or accumulation of trash, rodents or vermin;
13 (3) Constitutes a fire hazard;
14 (4) Exhales unpleasant or noxious odors;
15 (5) Is dead or diseased; or
16 (6) Is contagious and can or does create a health hazard.

17
18 **Section 2.** That the Midwest City Municipal Code, Chapter 27 Nuisances, Article I, In General,
19 Section 27-2, Declared Unlawful; Penalties; is hereby amended to read as follows:

20
21 (a) It shall be unlawful for the owner or responsible party to create or maintain a public nuisance
22 within the city or to permit a public nuisance to remain on premises within the city.

23
24 (b) The punishment for every violation of this chapter shall be as set out in section 1-15 of this
25 Code. Each day a violation of this chapter continues shall constitute a separate offense of this
26 chapter, and the fines associated with the offense shall increase for each subsequent violation
27 that occurs within the calendar year, January 1 to December 31, as set out in section 1-15.

28
29 (c) Where the city must abate a nuisance, there shall be assessed to the owner of the property an
30 administrative fine of \$200.00 for each abatement contract for the property. For any abatement
31 performed pursuant to section 27-14, the administrative fine may be assessed to either the owner
32 of the property and/or the box owner.

33
34 **Section 3.** That the Midwest City Municipal Code, Chapter 27 Nuisances, Article I, In General,
35 Section 27-14, Collection and Donation Boxes; is hereby amended to read as follows:

36
37 (a) Collection and/or donation boxes shall be defined as those unattended and unmanned
38 containers typically placed at business, school or institutional locations within which donations
39 of materials including, but not limited to, clothing, books or other donated items are collected
40 and held to be picked up at a later time.

41
42 (b) Collection and/or donation boxes may only be placed and remain within the city so long as
43 the following terms and conditions are met:

44
45 (1) All collection and/or donation box owners shall first register with the city, showing
46 proof the owner of the land on which the box will be placed (the "land owner") has provided

1 permission for the box to be placed on its land. Either the land owner or the collection and/or
2 donation box owners shall post a cash bond in the amount of two hundred and sixty-five dollars
3 (\$265.00) per container per location;
4

5 (2) No collection and/or donation box shall be placed on or over any right-of-way or
6 easement, or to obstruct access to a public utility or trash receptacle or container;
7

8 (3) All collection and/or donation boxes must be maintained in a manner of good general
9 condition, i.e., paint, signage, general outward appearance;
10

11 (4) No donations shall be permitted to overflow and/or accumulate on any collection
12 and/or donation box or on the ground or surface area around the collection and/or donation box;
13

14 (5) Collection and/or donation boxes shall not be placed in any location that would
15 interfere with normal traffic flow or within the sight triangle as defined within this Code;
16

17 (6) Collection and/or donation boxes shall not be placed within fifteen (15) feet of
18 property occupied by one- or two-family residential structures;
19

20 (7) Collection and/or donation boxes shall not occupy a required parking space, traffic
21 aisle and/or fire lane.
22

23 (c) If any collection and/or donation box is deemed to be a nuisance by attracting vermin or
24 other pests which may congregate at or near its location, or by overflow and/or accumulation
25 around or on any collection and/or donation box, either the overflow, the accumulation or the
26 box itself must be removed within twenty-four (24) hours upon notice by the city to the owner
27 of the box and/or the land owner, without any further required action by the city prior to it abating
28 the nuisance at the expense of the owner of the box or the land owner if neither owner abates the
29 nuisance within twenty-four (24) hours of receiving notice from the city.
30

31 (d) Each donation and/or collection box shall prominently display a placard near the opening
32 into which donations/collections are inserted into the box, or on the front of the box if the box
33 has no such opening, clearly indicating the name of the owner of the collection and/or donation
34 box, including a reliable address and other contact information for the owner.
35

36 (e) Owners of donation and/or collection boxes existing and placed within the city prior to the
37 effective date of the ordinance from which this section derives must register and comply with
38 the requirements of this section within ninety (90) days of the ordinance's effective date.
39

40 (f) Those collection and/or donation boxes placed by an authorized waste management company
41 or by the city at various locations throughout the city for the collection of material to be recycled
42 shall be exempt from the requirements of the ordinance.
43

44 (g) Any violation of this section shall entitle the city to abate the nuisance or correct the violation
45 and collect against the posted bond as reimbursement to the city for correcting the violation in
46 the manner deemed appropriate by the city.

1
2 (h) In the event the cash bond is insufficient to cover the cost of abatement(s), or the cash bond
3 has been depleted abating a past offense, the city may require the owner to post another cash
4 bond, which may be greater than that required at the time of registration, or require the owner to
5 remove the collection and/or donation box from within the city.

6
7 (i) When a collection and/or donation box is in violation of this section, it shall be deemed a
8 public nuisance within the city and the owner of the box and/or the land owner shall receive
9 notice of the violation and upon conviction may be punished in accordance with subsection 27-
10 2(b) of this Code.

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

1 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
2 Oklahoma, this _____ day of _____, 2021.

3
4 **THE CITY OF MIDWEST CITY, OKLAHOMA**

5
6
7 _____
8 MATTHEW D. DUKES, II, Mayor
9

10 ATTEST:

11
12
13 _____
14 SARA HANCOCK, City Clerk
15

16
17 Approved as to form and legality this _____ day of _____, 2021.
18

19
20 _____
21 DONALD D. MAISCH, City Attorney



Sid Porter
Chief of Police (Interim)
Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1325
Fax 405.739.1398

Memorandum

To: Honorable Mayor and Council

From: Chief Sid Porter (Interim)

Date: July 27, 2021

Subject: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous, Article I, In General, Section 28-11, Warrant Processing Fee; and providing for repealer and severability.

This proposed ordinance change would add a \$100.00 fee for the processing of warrants from entities outside of Midwest City. This change is necessary, due to the changes with the jail trust at Oklahoma County Jail. There has been an increase of bondsman coming to conduct a walk through at Midwest City Jail. The fee will help cover expenses for additional duties of personnel.

This proposed ordinance change has been reviewed and approved by the City's Ordinance Review Committee.

Sid Porter

Chief Sid Porter (Interim)

Attachment: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES – MISCELLANEOUS, ARTICLE I, IN GENERAL, AND BY TAKING SECTION 28-11 OUT OF RESERVE AND ENTITLING IT “WARRANT PROCESSING FEE”; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That Chapter 28, Offenses -Miscellaneous, Article I, In General, Section 28-11 entitled Warrant Processing Fee is hereby created to read as follows:

Sec. 28-11. – Warrant Processing fee.

There is hereby established a fee for processing outstanding warrants for any agency outside of Midwest City. The fee shall be one hundred dollars (\$100.00), and shall be paid by the individual wishing to process said warrant.

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

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

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2021.

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 _____, 2021.

DONALD D. MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28, OFFENSES – MISCELLANEOUS, ARTICLE I, IN GENERAL, AND BY TAKING SECTION 28-11 OUT OF RESERVE AND ENTITLING IT “WARRANT PROCESSING FEE”; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That Chapter 28, Offenses -Miscellaneous, Article I, In General, Section 28-11 entitled Warrant Processing Fee is hereby created to read as follows:

Sec. 28-11. – Warrant Processing fee.

There is hereby established a fee for processing outstanding warrants for any agency outside of Midwest City. The fee shall be one hundred dollars (\$100.00), and shall be paid by the individual wishing to process said warrant.

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

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

PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2021.

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 _____, 2021.

DONALD D. MAISCH, City Attorney



Sid Porter
Chief of Police (Interim)
Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1325
Fax 405.739.1398

Memorandum

To: Honorable Mayor and Council

From: Chief Sid Porter (Interim)

Date: July 27, 2021

Subject: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 36, Private Security, Article III, Security Alarm Systems, Section 36-32; and providing for repealer and severability.

These requested ordinance changes will: (1) modify the definition of what constitutes and excessive false alarm from 2 false alarms in a 4 month period, to 6 residential alarms and 3 commercial alarms in a one year period and (2) will modify the fee charged for excessive false alarms from a \$20.00 fee to:

Residential alarm owners shall be assessed a fifty dollar (\$50.00) fee after six (6) false alarms within a calendar year.

Commercial alarm owners shall be assessed:

- (a) A one hundred dollar (\$100.00) fee after three (3) false alarms within a calendar year;
- (b) A two hundred dollar (\$200.00) fee after six (6) false alarms within a calendar year; and
- (c) A five hundred dollar (\$500.00) fee after eight (8) false alarms within a calendar year.

We have seen an increase of false alarms for numerous businesses (some in excess of 50 within 6 months). The new fee schedule will add more costs to repeat excessive false alarms for Businesses and also make tracking of Residential false alarms easier to monitor.

These proposed ordinance changes have been reviewed and approved by the City's Ordinance Review Committee.

Sid Porter

Chief Sid Porter (Interim)

Attachment: Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 36, PRIVATE SECURITY; ARTICLE III, SECURITY ALARM SYSTEMS; SECTION 36-32, DEFINITIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, is hereby amended to read as follows:

Sec. 36-32. - Definitions.

As used in this chapter:

- (1) Alarm business shall mean any person, firm or other entity engaged in the business of installing, servicing, maintaining, repairing, replacing, moving or removing alarm systems, or assisting in any of these functions, in the city.
- (2) Alarm system shall mean any mechanism, equipment or device that is designed to detect the presence of an unauthorized entry or activity in any building or on any property, or to direct attention to any emergency in progress or presence of fire, and to signal the above occurrences either by a local or audible alarm or by a silent or remote alarm. The following devices shall not constitute alarm systems within the meaning of this article:
 - (a) Devices that do not activate alarms that are audible, visible or perceptible outside the protected premises;
 - (b) Devices that are not installed, operated or used for the purpose of reporting an emergency;
 - (c) Alarm devices affixed to motor vehicles;
 - (d) Alarm devices installed on a temporary basis by the city;
 - (e) An Underwriters Laboratory approved battery operated smoke detection device installed by the resident in his personal residence; and
 - (f) Alarm devices installed in or on premises owned or leased by the City of Midwest City.
- (3) Automatic dialing device shall mean an alarm system that automatically sends to the city's emergency operations center any type of communication or message indicating the existence of an emergency.
- (4) Emergency shall mean:
 - (a) A situation where a person is suffering from a serious medical illness or injury;
 - (b) The commission or attempted commission of a crime; or
 - (c) The existence of a fire.
- (5) Employee shall mean any person who is employed by an alarm business and/or who installs, services, maintains, repairs, or replaces alarm systems, or assists in any of these functions, in the city.

- 1 (6) Excessive false alarm shall mean any false alarm in excess of ~~two (2) false alarms within~~
2 ~~any consecutive four month period~~ six (6) residential alarms, or three (3) commercial
3 alarms within a calendar year.
- 4 (7) False alarm shall mean the activation of an alarm system through mechanical failure,
5 malfunction, the negligence of the alarm business or its employees or agents, or the
6 negligence of the owner, user or lessee of an alarm system or his employees or agents, or
7 which otherwise results in a response by a law enforcement agency or fire department when
8 a situation requiring such response does not in fact exist. "False alarm" shall also mean the
9 activation of an alarm, the purpose of which is to communicate or indicate a specific
10 emergency situation when in fact that specific emergency situation does not exist. "False
11 alarm" shall not include alarms activated by acts of God which shall include, for example,
12 utility line mishaps, tornados, earthquakes or other violent conditions of nature, or other
13 conditions clearly beyond the control of the alarm manufacturer, installer, owner or user.
- 14 (8) Owner shall mean the person, corporation or other entity that has contracted with the city
15 to receive one (1) or more utility services at a particular location or, in the absence of such
16 a person, corporation or other entity, the person, corporation or other entity that is the owner
17 of record as indicated by the current year's tax rolls in the Oklahoma County Treasurer's
18 Office.

19
20 Sec. 36-33. - False alarms.

- 21 (a) This chapter shall apply to all alarm systems located within the city.
- 22 (b) Any owner that allows excessive false alarms to occur at any location shall be deemed
23 to have committed an offense which may be punishable, upon conviction, by a fine of
24 not more than one hundred dollars (\$100.00), plus costs. Each day any violation of this
25 article continues constitutes a separate offense. In lieu of filing a criminal complaint,
26 the city may assess a service fee to the owner's city utility account based on the schedule
27 contained in section 36-34 of this chapter for each and every excessive false alarm that
28 occurs.

29
30 Sec. 36-34. - Service fees.

31 In lieu of the city filing a criminal complaint, there shall be levied to the owner's city utility
32 account a ~~twenty dollar~~ fee for each excessive false alarm at any location, as follows:

- 33
34 (1) Residential alarm owners shall be assessed a fifty dollar (\$50.00) fee after six (6) false
35 alarms within a calendar year.
- 36 (2) Commercial alarm owners shall be assessed:
- 37 (a) A one hundred dollar (\$100.00) fee after three (3) false alarms within a calendar
38 year;
- 39 (b) A two hundred dollar (\$200.00) fee after six (6) false alarms within a calendar
40 year; and
- 41 (c) A five hundred dollar (\$500.00) fee after eight (8) false alarms within a calendar
42 year.

43
44 **Section 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby
45 repealed.
46

1 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
2 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
3 of the ordinance.
4

5 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
6 Oklahoma, this _____ day of _____, 2021.
7

8 THE CITY OF MIDWEST CITY, OKLAHOMA
9

10
11 _____
12 MATTHEW D. DUKES, II, Mayor
13

14 ATTEST:
15

16 _____
17 SARA HANCOCK, City Clerk
18

19 Approved as to form and legality this _____ day of _____, 2021.
20
21

22 _____
23 DONALD D. MAISCH, City Attorney
24
25

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 36, PRIVATE SECURITY; ARTICLE III, SECURITY ALARM SYSTEMS; SECTION 36-32, DEFINITIONS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, is hereby amended to read as follows:

Sec. 36-32. - Definitions.

As used in this chapter:

- (1) Alarm business shall mean any person, firm or other entity engaged in the business of installing, servicing, maintaining, repairing, replacing, moving or removing alarm systems, or assisting in any of these functions, in the city.
- (2) Alarm system shall mean any mechanism, equipment or device that is designed to detect the presence of an unauthorized entry or activity in any building or on any property, or to direct attention to any emergency in progress or presence of fire, and to signal the above occurrences either by a local or audible alarm or by a silent or remote alarm. The following devices shall not constitute alarm systems within the meaning of this article:
 - (a) Devices that do not activate alarms that are audible, visible or perceptible outside the protected premises;
 - (b) Devices that are not installed, operated or used for the purpose of reporting an emergency;
 - (c) Alarm devices affixed to motor vehicles;
 - (d) Alarm devices installed on a temporary basis by the city;
 - (e) An Underwriters Laboratory approved battery operated smoke detection device installed by the resident in his personal residence; and
 - (f) Alarm devices installed in or on premises owned or leased by the City of Midwest City.
- (3) Automatic dialing device shall mean an alarm system that automatically sends to the city's emergency operations center any type of communication or message indicating the existence of an emergency.
- (4) Emergency shall mean:
 - (a) A situation where a person is suffering from a serious medical illness or injury;
 - (b) The commission or attempted commission of a crime; or
 - (c) The existence of a fire.
- (5) Employee shall mean any person who is employed by an alarm business and/or who installs, services, maintains, repairs, or replaces alarm systems, or assists in any of these functions, in the city.

- (6) Excessive false alarm shall mean any false alarm in excess of six (6) residential alarms, or three (3) commercial alarms within a calendar year.
- (7) False alarm shall mean the activation of an alarm system through mechanical failure, malfunction, the negligence of the alarm business or its employees or agents, or the negligence of the owner, user or lessee of an alarm system or his employees or agents, or which otherwise results in a response by a law enforcement agency or fire department when a situation requiring such response does not in fact exist. "False alarm" shall also mean the activation of an alarm, the purpose of which is to communicate or indicate a specific emergency situation when in fact that specific emergency situation does not exist. "False alarm" shall not include alarms activated by acts of God which shall include, for example, utility line mishaps, tornados, earthquakes or other violent conditions of nature, or other conditions clearly beyond the control of the alarm manufacturer, installer, owner or user.
- (8) Owner shall mean the person, corporation or other entity that has contracted with the city to receive one (1) or more utility services at a particular location or, in the absence of such a person, corporation or other entity, the person, corporation or other entity that is the owner of record as indicated by the current year's tax rolls in the Oklahoma County Treasurer's Office.

Sec. 36-33. - False alarms.

- (a) This chapter shall apply to all alarm systems located within the city.
- (b) Any owner that allows excessive false alarms to occur at any location shall be deemed to have committed an offense which may be punishable, upon conviction, by a fine of not more than one hundred dollars (\$100.00), plus costs. Each day any violation of this article continues constitutes a separate offense. In lieu of filing a criminal complaint, the city may assess a service fee to the owner's city utility account based on the schedule contained in section 36-34 of this chapter for each and every excessive false alarm that occurs.

Sec. 36-34. - Service fees.

In lieu of the city filing a criminal complaint, there shall be levied to the owner's city utility account a fee for each excessive false alarm at any location, as follows:

- (1) Residential alarm owners shall be assessed a fifty dollar (\$50.00) fee after six (6) false alarms within a calendar year.
- (2) Commercial alarm owners shall be assessed:
- (a) A one hundred dollar (\$100.00) fee after three (3) false alarms within a calendar year;
 - (b) A two hundred dollar (\$200.00) fee after six (6) false alarms within a calendar year; and
 - (c) A five hundred dollar (\$500.00) fee after eight (8) false alarms within a calendar year.

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

1 **Section 3. SEVERABILITY.** If any section, sentence, clause, or portion of this ordinance is for
2 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
3 of the ordinance.
4

5 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
6 Oklahoma, this _____ day of _____, 2021.
7

8 THE CITY OF MIDWEST CITY, OKLAHOMA
9

10
11 _____
12 MATTHEW D. DUKES, II, Mayor
13

14 ATTEST:
15

16 _____
17 SARA HANCOCK, City Clerk
18

19 Approved as to form and legality this _____ day of _____, 2021.
20
21

22 _____
23 DONALD D. MAISCH, City Attorney
24
25



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

Billy Harless, Community Development Director
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official

TO : Honorable Mayor and Council

FROM : Brandon Bundy, City Engineer

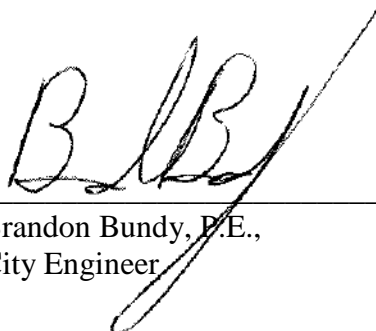
DATE : July 27th, 2021

SUBJECT : Discussion and consideration for adoption, including any possible amendment of an ordinance amending Midwest City Code, Chapter 37, Streets and Sidewalks, Article III, Section 37-63, Design Standards for Ingress and Egress Facilities; and Section 37-71, Table 4; and providing for repealer and severability.

This ordinance is being requested by Community Development staff. Currently, the code references an outdated standard and table 4 shows an exhibit for the driveway permit. The exhibit in the code is difficult to adjust to field conditions by staff. Converting the exhibit to a table form will allow for more flexibility and compliance.

The table also includes a subgrade requirement and new category for industrial uses in order to allow a larger drive in account for truck traffic.

The Ordinance Oversight Committee recommended approval of this amendment on July 14th, 2021.



Brandon Bundy, P.E.,
City Engineer

Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING MIDWEST CITY CODE, CHAPTER 37, STREETS AND SIDEWALKS, ARTICLE III, SECTION 37-63, DESIGN STANDARDS FOR INGRESS AND EGRESS FACILITIES; AND SECTION 37-71, TABLE 4; 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, by amending Section 37-63, Design standards for ingress and egress facilities, is hereby to read as follows:

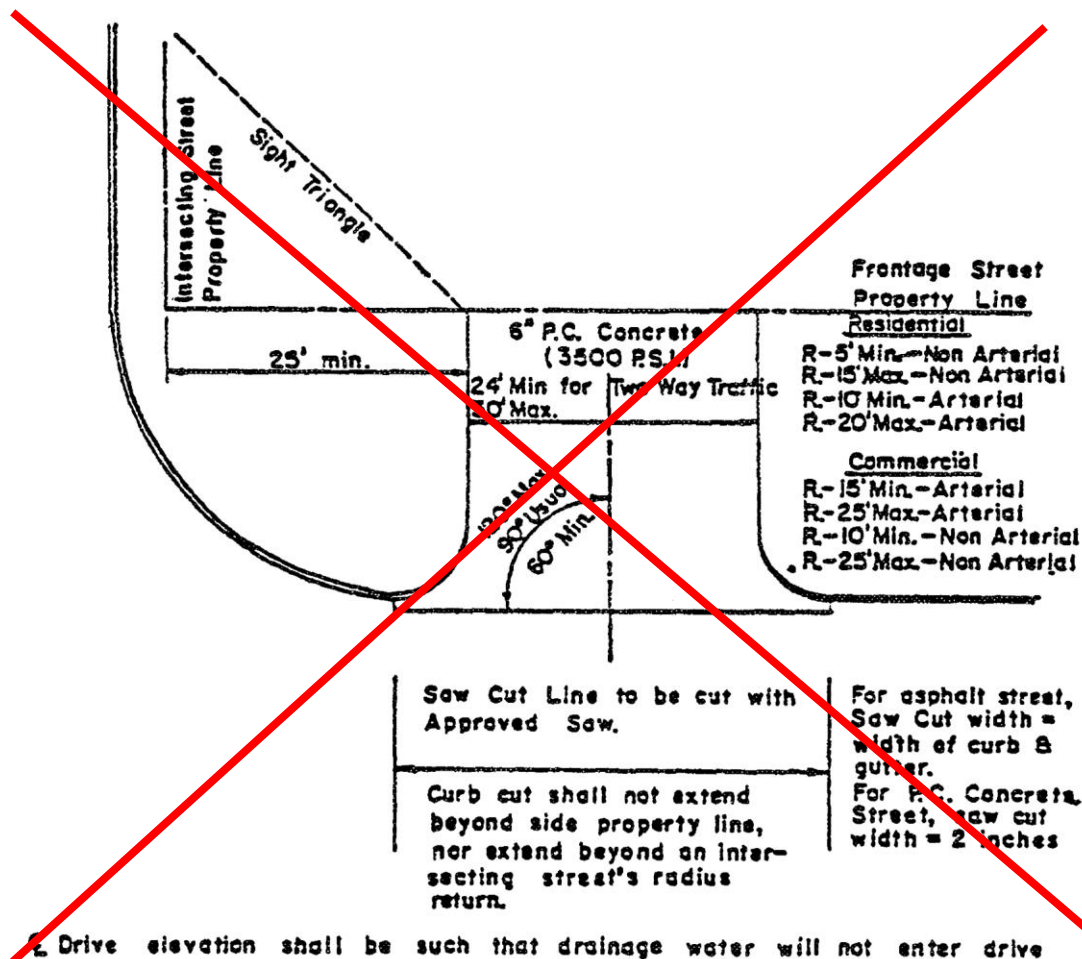
Sec. 37-63. - Design standards for ingress and egress facilities.

- (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 ~~Policy on Driveway Regulations for Oklahoma Highways, March, 1968~~ Oklahoma Department of Transportation 2019 Standard Specifications Book, and any subsequent amendments as prepared by the ~~Oklahoma State Highway Commission~~ 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.

SECTION 2. That Midwest City Code, Section 37, Streets and Sidewalks, by amending Section 37-71, Table 4, is hereby to read as follows:

Section 37-71. - Table 4

Driveway entrance shall be constructed in accordance with the following table:



Drive elevation shall be such that drainage water will not enter drive

Use	Commercial		Industrial		Residential	
Roadway	Arte- rial	Non-Ar- terial	Arte- rial	Non-Ar- terial	Arte- rial	Non-Ar- terial
Distance from Intersecting Non-Arterial Street or Property Line^	35 feet*	25 feet*	35 feet*	25 feet*	35 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	24 feet
Max Radius	25 feet	25 feet	25 feet	25 feet	20 feet	15 feet
Min Radius	15 feet	10 feet	15 feet	15 feet	10 feet	0 feet
Thickness of 3,500 PSI Con- crete	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 Cross- ing 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 prop- erty frontage.						

Variances 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. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

1 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
2 on the _____ day of _____, 2021.

3 THE CITY OF MIDWEST CITY, OKLAHOMA

4
5 _____
6 MATTHEW D. DUKES II, Mayor

7 ATTEST:

8 _____
9 SARA HANCOCK, City Clerk

10 APPROVED as to form and legality this _____ day of _____, 2021.

11
12 _____
13 DONALD MAISCH, City Attorney

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

SECTION 1. That Midwest City Code, Chapter 37, Streets and Sidewalks, by amending Section 37-63, Design standards for ingress and egress facilities, is hereby to read as follows:

- (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.

Section 37-71. - Table 4

[illegible]

*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.

Variances 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. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. 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 _____, 2021.

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 _____, 2021.

DONALD MAISCH, City Attorney



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Public Works City Engineer

pmenefee@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

Memorandum

To: Honorable Mayor and City Council

From: R. Paul Streets, Public Works Director

Date: 27 July 2021

Subject: Discussion and consideration for adoption, including any possible amendment of, an ordinance amending Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article II, Water Rates and Charges, Section 43-63 (a)(1) through (4), Water Rates inside city; and providing for repealer and severability.

The proposed amendment to Chapter 43 Article II Water Rates and Charges, Section 43-63 (a)(1) through (4), Water Rates inside city, deletes artifacts from previous rate changes and adds language needed to adjust the water rates annually based on the Consumer Price Index (CPI). Similar language was added to the Solid Waste and Wastewater sections of the ordinance.

Action is at the discretion of the Council. Item was approved at the Ordinance Oversight Council Committee meeting.

Respectfully,

R. Paul Streets
Public Works Director

Attached: Midwest City Ordinance Chapter 43 with Recommended Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 43, WATER, SEWERS, SEWAGE DISPOSAL AND STORMWATER QUALITY, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE II, WATER RATES AND CHARGES, SECTION 43-63 (a)(1) THROUGH (4), WATER RATES INSIDE CITY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, Article II, Water Rates and Charges, Section 43-63, Water rates inside city, (a)(1) through (4), of the Midwest City Code shall be amended to read as follows:

(a) The water rates for users of water inside the corporate limits of the city shall be as follows:

(1) *Single-Family Residential:*

~~(A) Beginning June 23, 2016, first 2,000 gallons used (minimum charge based on meter size):~~

~~5/8 inch..... \$6.75
1 inch..... \$8.00
1 ½ inch..... \$9.90~~

~~(B) Beginning May 1, 2017, first 2,000 gallons used (minimum charge based on meter size):~~

~~5/8 inch..... \$7.25
1 inch..... \$8.50
1 ½ inch..... \$10.40~~

~~(C) Beginning May 1, 2018, first 2,000 gallons used (minimum charge based on meter size):~~

~~5/8 inch..... \$7.75
1 inch..... \$9.00
1 ½ inch..... \$10.90~~

~~(D) Beginning May 1, 2019, first 2,000 gallons used (minimum charge based on meter size):~~

~~5/8 inch..... \$8.25
1 inch..... \$9.50
1 ½ inch..... \$11.40~~

~~(E) (A) Beginning May 1, 2020, first 2,000 gallons used (minimum charge based on meter size):~~

~~5/18 inch..... \$8.75
1 inch..... \$10.00
1 ½ inch..... \$11.90~~

~~(F) Beginning June 23, 2016, charge per additional 1,000 gallons used shall be. \$3.04.~~

~~(G) Beginning May 1, 2017, charge per additional 1,000 gallons used shall be \$3.09.~~

1
2 (H) ~~Beginning May 1, 2018, charge per additional 1,000 gallons~~
3 ~~used shall be \$3.14.~~

4 (I) ~~Beginning May 1, 2019, charge per additional 1,000 gallons~~
5 ~~used shall be \$3.19.~~

6 (J) (B) Beginning May 1, 2020, charge per additional 1,000 gallons
7 used shall be \$3.24.

8 (2) *Multiple-Family Residential (more than three (3) units, including*
9 *apartments):*

10 (A) ~~Beginning June 23, 2016, first 2,000 gallons used (minimum~~
11 ~~charge whether vacant or occupied) shall be \$6.50.~~

12 (B) ~~Beginning May 1, 2017, first 2,000 gallons used (minimum~~
13 ~~charge whether vacant or occupied) shall be \$7.00.~~

14 (C) ~~Beginning May 1, 2018, first 2,000 gallons used (minimum~~
15 ~~charge whether vacant or occupied) shall be \$7.50.~~

16 (D) ~~Beginning May 1, 2019, first 2,000 gallons used (minimum~~
17 ~~charge whether vacant or occupied) shall be \$8.00.~~

18 (E) (A) Beginning May 1, 2020, first 2,000 gallons used (minimum
19 charge whether vacant or occupied) shall be \$8.50.

20 (F) ~~Beginning June 23, 2016, charge per additional 1,000~~
21 ~~gallons used shall be \$3.04.~~

22 (G) ~~Beginning May 1, 2017, charge per additional 1,000 gallons~~
23 ~~used shall be \$3.09.~~

24 (H) ~~Beginning May 1, 2018, charge per additional 1,000 gallons~~
25 ~~used shall be \$3.14.~~

26 (I) ~~Beginning May 1, 2019, charge per additional 1,000 gallons~~
27 ~~used shall be \$3.19.~~

28 (J) (B) Beginning May 1, 2020, charge per additional 1,000 gallons
29 used shall be \$3.24.

30 (3) *Mobile Home Parks:*

31 (A) ~~Beginning June 23, 2016, first 2,000 gallons used (minimum~~
32 ~~charge based upon the highest number of pads occupied~~
33 ~~during the month) \$7.00~~

34 (B) ~~Beginning May 1, 2017, first 2,000 gallons used (minimum~~
35 ~~charge whether vacant or occupied) shall be \$7.50.~~

36 (C) ~~Beginning May 1, 2018, first 2,000 gallons used (minimum~~
 ~~charge whether vacant or occupied) shall be \$8.00.~~

 (D) ~~Beginning May 1, 2019, first 2,000 gallons used (minimum~~
 ~~charge whether vacant or occupied) shall be \$8.50.~~

 (E) (A) Beginning May 1, 2020, first 2,000 gallons used (minimum
 charge whether vacant or occupied) shall be \$9.00.

- ~~(F) Beginning June 23, 2016, charge per additional 1,000 gallons used shall be \$3.04.~~
- ~~(G) Beginning May 1, 2017, charge per additional 1,000 gallons used shall be \$3.09.~~
- ~~(H) Beginning May 1, 2018, charge per additional 1,000 gallons used shall be \$3.14.~~
- ~~(I) Beginning May 1, 2019, charge per additional 1,000 gallons used shall be \$3.19.~~
- ~~(J) (B) Beginning May 1, 2020, charge per additional 1,000 gallons used shall be \$3.24.~~

(4) Commercial:

- ~~(A) Beginning June 23, 2016, first 2,000 gallons used (minimum charge based on meter size):~~

5/8 inch.....	\$7.25
1 inch.....	\$8.50
1 ½ inch.....	\$10.40
2 inch.....	\$13.40
3 inch.....	\$17.40
4 inch.....	\$21.40
6 inch.....	\$40.40

- ~~(B) Beginning May 1, 2017, first 2,000 gallons used (minimum charge based on meter size):~~

5/8 inch.....	\$7.75
1 inch.....	\$9.00
1 ½ inch.....	\$10.90
2 inch.....	\$13.90
3 inch.....	\$17.90
4 inch.....	\$21.90
6 inch.....	\$40.90

- ~~(C) Beginning May 1, 2018, first 2,000 gallons used (minimum charge based on meter size):~~

5/8 inch.....	\$8.25
1 inch.....	\$9.50
1 ½ inch.....	\$11.40
2 inch.....	\$14.40
3 inch.....	\$18.40
4 inch.....	\$22.40
6 inch.....	\$41.40

- ~~(D) Beginning May 1, 2019, first 2,000 gallons used (minimum charge based on meter size):~~

5/8 inch.....	\$8.75
1 inch.....	\$10.00
1 ½ inch.....	\$11.90
2 inch.....	\$14.90
3 inch.....	\$18.90
4 inch.....	\$22.90
6 inch.....	\$41.90

- ~~(E) (A) Beginning May 1, 2020, first 2,000 gallons used (minimum~~

charge based on meter size):

5/8 inch.....	\$9.25
1 inch.....	\$10.50
1 ½ inch.....	\$12.40
2 inch.....	\$15.40
3 inch.....	\$19.40
4 inch.....	\$23.40
6 inch.....	\$42.40

~~(F) Beginning June 23, 2016, charge per additional 1,000 gallons used shall be \$3.14.~~

~~(G) Beginning May 1, 2017, charge per additional 1,000 gallons used shall be \$3.19.~~

~~(H) Beginning May 1, 2018, charge per additional 1,000 gallons used shall be \$3.24.~~

~~(I) Beginning May 1, 2019, charge per additional 1,000 gallons used shall be \$3.29.~~

~~(J)~~ (B) Beginning May 1, 2020, charge per additional 1,000 gallons used shall be \$3.34.

Beginning October 1, 2021 and May 1st each subsequent year thereafter, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-70.

SECTION 2. That Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, Article II, Water Rates and Charges, Section 43-70, Annual review of water rates, is hereby amended to read as follows:

Sec. 43-70. - Annual review of water rates.

The water rates shall be reviewed at least annually and shall be adjusted ~~as necessary to reflect any increase or decrease in water treatment costs based on the immediate preceding year's experience accordingly. Any funds collected in excess of those required to pay for operation and maintenance costs attributable to the water treatment and distribution system shall be applied to the calculation and determination of the cost of the water system for the following year, and the total operation and maintenance costs per month shall be adjusted accordingly. The annual review shall be conducted by July 1 of each year.~~ Beginning in 2021 the water charge rates will be adjusted annually by the average monthly increase in the Consumer Price Index, US City Average for all Urban Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted. (Published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "CPI") during the twelve most recently published months. In the event U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular CPI, an equally authoritative measure of change in purchasing power of the U.S. dollar may be substituted as approved by the City Manager. The annual CPI adjustment will be implemented by May 1st of each year with the exception of 2021. October 1, 2021 will reflect such changes.

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

SECTION 4. 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,

1 this _____ day of _____, 2021.

2 CITY OF MIDWEST CITY, OKLAHOMA

3
4 _____
5 MATTHEW D. DUKES, II, Mayor

6 ATTEST:

7
8 _____
9 SARA HANCOCK, City Clerk

10 APPROVED as to form and legality this _____ day of _____, 2021.

11
12 _____
13 Donald Maisch, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 43, WATER, SEWERS, SEWAGE DISPOSAL AND STORMWATER QUALITY, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE II, WATER RATES AND CHARGES, SECTION 43-63 (a)(1) THROUGH (4), WATER RATES INSIDE CITY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, Article II, Water Rates and Charges, Section 43-63, Water rates inside city, (a)(1) through (4), of the Midwest City Code shall be amended to read as follows:

(a) The water rates for users of water inside the corporate limits of the city shall be as follows:

(1) *Single-Family Residential:*

(A) Beginning May 1, 2020, first 2,000 gallons used (minimum charge based on meter size):

5/18 inch.....	\$8.75
1 inch.....	\$10.00
1 ½ inch.....	\$11.90

(B) Beginning May 1, 2020, charge per additional 1,000 gallons used shall be \$3.24.

(2) *Multiple-Family Residential (more than three (3) units, including apartments):*

(A) Beginning May 1, 2020, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$8.50.

(B) Beginning May 1, 2020, charge per additional 1,000 gallons used shall be \$3.24.

(3) *Mobile Home Parks:*

(A) Beginning May 1, 2020, first 2,000 gallons used (minimum charge whether vacant or occupied) shall be \$9.00.

(B) Beginning May 1, 2020, charge per additional 1,000 gallons used shall be \$3.24.

(4) *Commercial:*

(A) Beginning May 1, 2020, first 2,000 gallons used (minimum charge based on meter size):

5/8 inch.....	\$9.25
1 inch.....	\$10.50
1 ½ inch.....	\$12.40
2 inch.....	\$15.40
3 inch.....	\$19.40
4 inch.....	\$23.40
6 inch.....	\$42.40

(B) Beginning May 1, 2020, charge per additional 1,000 gallons used shall be \$3.34.

Beginning October 1, 2021 and May 1st each subsequent year thereafter, the rates will be adjusted annually by the average monthly increase in the Consumer Price Index as set out in Section 43-70.

SECTION 2. That Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, Article II, Water Rates and Charges, Section 43-70, Annual review of water rates, is hereby amended to read as follows:

Sec. 43-70. - Annual review of water rates.

The water rates shall be reviewed at least annually and shall be adjusted accordingly. Beginning in 2021 the water charge rates will be adjusted annually by the average monthly increase in the Consumer Price Index, US City Average for all Urban Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted. (Published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "CPI") during the twelve most recently published months. In the event U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular CPI, an equally authoritative measure of change in purchasing power of the U.S. dollar may be substituted as approved by the City Manager. The annual CPI adjustment will be implemented by May 1st of each year with the exception of 2021. October 1, 2021 will reflect such changes.

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

SECTION 4. 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, this _____ day of _____, 2021.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2021.

Donald Maisch, City Attorney

Bill Prior to May				
1st increases	0-2 t gallons	6 t gallons	10 t gallons	

water	\$	8.75	\$	8.75	\$	8.75
water over min	\$	-	\$	16.64	\$	33.28
sanitation	\$	17.31	\$	17.31	\$	17.31
sewer	\$	16.00	\$	34.12	\$	52.24
stormwater	\$	2.42	\$	2.42	\$	2.42
light fee	\$	1.75	\$	1.75	\$	1.75
drainage	\$	1.35	\$	1.35	\$	1.35
total charges	\$	47.58	\$	82.34	\$	117.10

*May 1st rate				
increases	0-2 t gallons	6 t gallons	10 t gallons	

water	\$	8.75	\$	8.75	\$	8.75
water over min	\$	-	\$	16.64	\$	33.28
sanitation	\$	17.79	\$	17.79	\$	17.79
sewer	\$	17.00	\$	35.12	\$	53.24
stormwater	\$	2.42	\$	2.42	\$	2.42
light fee	\$	1.75	\$	1.75	\$	1.75
drainage	\$	1.35	\$	1.35	\$	1.35
total charges	\$	49.06	\$	83.82	\$	118.58

*Rate increase on sewer and sanitation

**Water rate				
increase of 3.6%	0-2 t gallons	6 t gallons	10 t gallons	

water	\$	9.07	\$	9.07	\$	9.07
water over min	\$	-	\$	17.24	\$	34.48
sanitation	\$	17.79	\$	17.79	\$	17.79
sewer	\$	17.00	\$	35.12	\$	53.24
stormwater	\$	2.42	\$	2.42	\$	2.42
light fee	\$	1.75	\$	1.75	\$	1.75
drainage	\$	1.35	\$	1.35	\$	1.35
total charges	\$	49.38	\$	84.74	\$	120.10

**Rate increase on water 3.6 % CPI

7/1/2021

2021 residential water	Midwest City	Midwest City	Choctaw	Del City	Edmond	Moore	Norman	Yukon
	current	w/ 3.6% CPI increase						
base (minimum)	\$8.75	\$9.07	\$15.00	\$10.14 for up to 1,000	\$13.00 up to 1,000	\$9.50	\$6.00	\$14.45 up to 2,000
usage per thousand	\$4.16	\$4.31	\$3.75 for first 3,000	\$4.05 for next 4,000	\$6.94 for next 9,000	\$3.92 for first 10,000	\$3.35 for first 5,000	\$4.05 for next 10,000
			\$4.50 for next 2,000	\$4.35 for next 5,000	\$8.03for next 10,000	\$7.17 for next 10,000	\$4.10 for next 10,000	\$4.77 all remaining
			\$4.75 all remaining	\$4.58 for next 5,000	\$10.03 for all remaining	\$7.55 all remaining	\$5.20 for next 5,000	
				\$4.96 all remaining			\$6.80 all remaining	
7/1/2021								



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSIONS





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: July 27, 2021

RE: Discussion and consideration for adoption, including any possible amendment, of entering into executive session as allowed under 25 O.S. § 307(B)(4) to discuss pending claims or actions where public body, at the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claims or conduct pending litigation or proceedings in the public interest.

Appropriate information will be provided during executive session.



Tim L. Lyon, City Manager



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405.739.1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

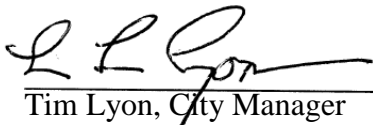
TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: July 27, 2021

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.

Appropriate information will be available.



Tim Lyon, City Manager



FURTHER INFORMATION





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: Tuesday, July 27, 2021

Subject: Monthly Residential and Commercial Building report for June 2021

We had a good month for Residential New Construction and Residential Storage/Accessory Buildings. We also have quite a few established Commercial Buildings getting remodeled.

Billy Harless, AICP

Community Development Director

BH:ad



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 6/1/2021 to 6/30/2021

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Com Addition Bldg Permit	\$250,000.00
2	Com Fence Permit	\$20,000.00
3	Com New Const Bldg Permit	\$2,500,000.00
1	Com New Const Electrical Permit	
8	Com Remodel Bldg Permit	\$2,055,583.00
22	Com Sign Permit	\$189,200.00
Total Value of Building - Commercial & Industrial:		5,014,783.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
11	Res Accessory Bldg Permit	\$73,577.00
1	Res Carport Permit	\$1,860.00
6	Res Driveway Permit	
7	Res Fence Permit	\$18,675.00
2	Res General Electrical Permit	
4	Res General Mechanical Permit	
1	Res General Plumbing Permit	
1	Res Multi-Fam Remodel Bldg Permit	\$12,000.00
2	Res New Const Electrical Permit	
2	Res New Const Plumbing Permit	
11	Res Roofing Permit	\$139,100.00
4	Res Single-Fam Addition Bldg Permit	\$143,500.00
13	Res Single-Fam New Const Bldg Permit	\$2,211,650.00
4	Res Single-Fam Remodel Building Permit	\$53,000.00
5	Res Storm Shelter Permit	\$19,490.00
5	Res Swimming Pool / Hot Tub Permit	\$28,700.00
Total Value of Building - Residential:		2,701,552.00

Grand Total: \$7,716,335.00



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 6/1/2021 to 6/30/2021

Building - Commercial & Industrial

Com Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/8/21	1109 S AIR DEPOT BLVD, 73110	SPRINGFIELD BUILDERS	B-21-0689	\$250,000.00
				\$250,000.00

Com Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/14/21	2029 S AIR DEPOT BLVD, 73110	Shaun Dierksen	B-21-0975	\$10,000.00
6/14/21	2029 S AIR DEPOT BLVD, 73110	Shaun Dierksen	B-21-0975	\$10,000.00
				\$20,000.00

Com New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/9/21	8000 E RENO AVE, 73110	DEACO GROUP	B-21-0377	\$750,000.00
6/14/21	301 E MID AMERICA BLVD, 73110	TAP	B-21-0049	\$1,000,000.00
6/17/21	5715 SE 15TH ST, 73110	WALLIN / GOMEZ ARCHITECTS	B-20-5083	\$750,000.00
				\$2,500,000.00

Com New Const Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/16/21	5715 SE 15TH ST, 73110	HILLHOUSE, JASON MATTHEW	B-21-0218	

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/21	300 N AIR DEPOT BLVD, 73110	USCOC OF GREATER OKLAHOMA	B-21-0292	\$18,000.00
6/3/21	6951 SE 15TH ST, 73110	JACKNEWITZ, ROB	B-21-0676	\$1,928,583.00
6/9/21	1640 S SOONER RD, B, 73110	CLARKSON, JUSTIN	B-21-0856	
6/15/21	2501 LIBERTY PKWY, 710, 73110	WEAVER CONTRACTING	B-21-0848	\$14,000.00
6/18/21	1120 S AIR DEPOT BLVD, 10, 73110	EFREN LOREA	B-21-0195	\$25,000.00
6/25/21	9535 NE 10TH ST, 73130	JOHNSON, RODNEY	B-21-0637	\$20,000.00
6/30/21	537 EDDIE DR, MWC, OK, 73110	DISH Wireless c/o SMJ International	B-21-1023	\$25,000.00
6/30/21	12402 SE 15TH ST, 73020	American Tower Corporation	B-21-0992	\$25,000.00
				\$2,055,583.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/21	6905 SE 29TH ST, 73110	DALMARC SIGNS	B-21-0850	\$1,700.00
6/3/21	6905 SE 29TH ST, 73110	DALMARC SIGNS	B-21-0853	\$18,000.00
6/3/21	6905 SE 29TH ST, 73110	DALMARC SIGNS	B-21-0851	\$1,700.00
6/10/21	2412 S DOUGLAS BLVD, 73130	SB GRAPHICS & SIGNS	B-21-0957	\$1,300.00
6/15/21	8000 E RENO AVE, 73110	GENERAL LIGHTING & SIGN SERVICE	B-21-0455	\$8,000.00

6/15/21	8000 E RENO AVE	GENERAL LIGHTING & SIGN SERVICE	B-21-0467	\$30,000.00
6/15/21	8000 E RENO AVE	GENERAL LIGHTING & SIGN SERVICE	B-21-0466	\$6,000.00
6/15/21	8000 E RENO AVE, 73110	GENERAL LIGHTING & SIGN SERVICE	B-21-0465	\$1,500.00
6/15/21	8000 E RENO AVE	GENERAL LIGHTING & SIGN SERVICE	B-21-0464	\$8,000.00
6/15/21	8000 E RENO AVE	GENERAL LIGHTING & SIGN SERVICE	B-21-0463	\$8,000.00
6/15/21	8000 E RENO AVE	GENERAL LIGHTING & SIGN SERVICE	B-21-0462	\$8,000.00
6/15/21	8000 E RENO AVE, 73110	GENERAL LIGHTING & SIGN SERVICE	B-21-0460	\$8,000.00
6/15/21	8000 E RENO AVE, 73110	GENERAL LIGHTING & SIGN SERVICE	B-21-0459	\$6,000.00
6/15/21	8000 E RENO AVE, 73110	GENERAL LIGHTING & SIGN SERVICE	B-21-0458	\$9,000.00
6/15/21	8000 E RENO AVE, 73110	GENERAL LIGHTING & SIGN SERVICE	B-21-0457	\$9,000.00
6/16/21	1017 S AIR DEPOT BLVD, E&F	Joel Walker	B-21-0976	\$6,000.00
6/17/21	6951 SE 15TH ST, 73110	SUPERIOR NEON SIGNS	B-21-1039	\$3,500.00
6/17/21	6951 SE 15TH ST, 73110	SUPERIOR NEON SIGNS	B-21-1040	\$3,500.00
6/22/21	8121 NATIONAL AVE, 73110	G & S SIGN SERVICES	B-21-0864	\$6,000.00
6/28/21	7521 SE 15TH ST, 73110	GENERAL LIGHTING & SIGN SERVICE	B-21-1131	\$5,000.00
6/29/21	9909 SE 15TH ST, 73130	SSC SIGNS & LIGHTING	B-21-0079	\$21,000.00
6/29/21	9050 NE 23RD ST, 73141	SSC SIGNS & LIGHTING	B-21-0080	\$20,000.00

\$189,200.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/21	508 BABB DR, 73110	SOO, PAUL	B-21-0849	\$9,000.00
6/3/21	2201 S HIWASSEE RD, OK, 73020	Gary Webb	B-21-0846	\$30,000.00
6/7/21	821 PROCTER PL, MWC, OK, 73110	Troy Dobbs	B-21-0617	\$1,877.00
6/7/21	3304 SHADYBROOK DR, 73110	Daniel Braden	B-21-0898	\$4,000.00
6/9/21	11216 LARKIN LN	Frank Davenport	B-21-0964	\$3,100.00
6/11/21	5824 SE 11TH ST, 73110	COLBERT, HENRY	B-21-0895	\$8,000.00
6/25/21	5817 SE 5TH ST, 73110	STALFORD BRIAN K & KIRSTEN N	B-21-0837	\$5,500.00
6/29/21	228 OAKTREE DR, 73130	NEWTON, ALAN	B-21-1149	\$3,800.00
6/29/21	805 ROLLING MEADOW BLVD, 73110	CLARK, IDA	B-21-1189	\$2,800.00
6/30/21	120 CHEVY CHASE, 73110	MCKAY, WHITNEY	B-21-1127	
6/30/21	10236 BELLMONT AVE	Sheila Grossi	B-21-0933	\$5,500.00

\$73,577.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/17/21	8800 NE 15TH ST, 73110	WILLIAMS, MICHAEL	B-21-1061	\$1,860.00

\$1,860.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/7/21	905 W IDYLVILD DR, 73110	WILLIAM CONSTRUCTION	B-21-0951	
6/11/21	2112 SANDRA DR, 73110	JEC ROOFING LLC	B-21-1022	
6/16/21	10321 SE 12TH ST, 73130	JOSE L LOPEZ	B-21-1058	
6/16/21	10327 SE 12TH ST, 73130	JOSE L LOPEZ	B-21-1059	
6/22/21	232 E RANDALL DR, 73110	STALLION CONCRETE LLC	B-21-1108	

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/2/21	7113 HILLTOP CT, 73110	CHAPMAN, KYLIE	B-21-0881	\$2,300.00
6/7/21	13247 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0794	
6/7/21	13239 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0804	\$1,700.00
6/10/21	401 CHAR LN, 73110	Thaddeus Kohl Crosser	B-21-0943	\$6,000.00
6/16/21	341 HIGHLAND AVE, 73110	W. Eugene Lee	B-21-1048	\$500.00
6/17/21	9108 NAWASSA DR, 73130	ALLISON, GLORIA	B-21-0955	\$8,175.00
6/24/21	13223 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0883	

\$18,675.00**Res General Electrical Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/11/21	808 GREENWOOD DR	DUSTY GILLES	B-21-1011	
6/15/21	3708 SUNVALLEY DR	ROBINSON, WINSTARD A	B-21-1043	

Res General Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/21	301 W PRATT DR, 73110	MANSELL, WAYNE	B-21-0901	
6/2/21	2584 FOREST GLEN DR, 73020	WENDY	B-21-0645	
6/10/21	10804 SE 24TH ST	HESTER, CLARENCE	B-21-1003	
6/11/21	729 GENERAL SENTER DR	KIDD, BILL	B-21-1020	

Res General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/11/21	10505 TURTLE BACK DR, 73130	SENDELBACH, STANLEY	B-21-1006	

Res Multi-Fam Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/16/21	445 N AIR DEPOT BLVD, 6, 73110	SLAVIK, STEVE	B-21-0826	\$12,000.00

\$12,000.00**Res New Const Electrical Permit**

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/24/21	13227 SAWTOOTH OAK RD, 73020	NIEVAR, STEVEN W	B-21-0162	
6/28/21	10321 SE 12TH ST, 73130	VESSELS, ERIC E	B-21-0167	

Res New Const Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/21	9121 OAKWOOD DR, 73130	Henry Busch Plbg	B-21-0111	
6/28/21	10327 SE 12TH ST, 73130	THURMOND, ANGELA	B-21-0237	

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/21	310 S SOONER RD, 73110	J & M ROOFING & SUPPLY CO	B-21-0905	
6/1/21	833 WILLOW BROOK DR, 73110	MHM CONSTRUCTION	B-21-0908	\$6,200.00
6/7/21	5901 SE 9TH ST, 73110	PARKER BROTHERS ROOFING	B-21-0947	
6/9/21	10328 ALICIA DR, 73130	TOMLINSON, WILLIAM	B-21-0977	\$15,000.00
6/14/21	617 FAIRLANE DR, 73110	Oklahoma Roofing	B-21-0259	\$8,000.00
6/15/21	1940 WEBSTER ST, 73130	J & M ROOFING & SUPPLY CO	B-21-1049	\$30,000.00

6/17/21	908 DERBY DR, 73130	MAUPIN ROOFING & CONSTRUCTION	B-21-1087	\$18,000.00
6/18/21	504 THREE OAKS DR, 73130	SH VAUGHN CONSTRUCTION	B-21-1089	\$41,000.00
6/22/21	2136 PEARSON DR, 73110	Oklahoma Roofing	B-21-0871	
6/23/21	404 ELM ST, 73110	TAILORED ROOFING & REMODELING LLC	B-21-0921	\$12,000.00
6/24/21	273 CAMBRIDGE DR, 73110	BASS ROOFING AND SIDING	B-21-1134	\$8,900.00
				\$139,100.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/8/21	10817 BELLVIEW DR, 73130	JAKSON, JAMES	B-21-0939	\$30,000.00
6/11/21	3108 MOCKINGBIRD LN, 73110	BORUM, TONY	B-21-0940	\$57,000.00
6/16/21	3609 GARDEN VIEW DR, 73110	SUNROOMS & MORE DESIGN CENTER LLC	B-21-0825	\$45,000.00
6/17/21	11045 CANTERBURY LN	PIZANO CONSTRUCTION	B-21-0717	\$11,500.00
				\$143,500.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/1/21	10492 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0844	\$148,594.00
6/7/21	13239 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0803	\$159,000.00
6/9/21	2584 FOREST GLEN DR, 73020	SWM & SONS INC	B-21-0054	\$328,000.00
6/10/21	10121 ST PATRICK DR, 73130	BARRON CONSTRUCTION	B-21-0296	\$85,000.00
6/10/21	10107 ST PATRICK DR, 73130	BARRON CONSTRUCTION	B-21-0294	\$85,000.00
6/14/21	13271 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0764	\$178,000.00
6/14/21	13247 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0793	\$148,000.00
6/14/21	10113 ST PATRICK DR	BARRON CONSTRUCTION	B-21-0295	\$110,000.00
6/22/21	10321 SE 12TH ST, 73130	MONARCH HOMES	B-21-0026	\$244,783.00
6/22/21	10327 SE 12TH ST, 73130	MONARCH HOMES	B-21-0025	\$254,074.00
6/23/21	10500 TURTLE BACK DR, 73130	Home Creations, Inc.	B-21-0796	\$153,199.00
6/23/21	2021 CREEKRIDGE DR, 73141	CENTRAL OKLAHOMA HABITAT	B-21-0958	\$105,000.00
6/24/21	13223 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0882	\$213,000.00
				\$2,211,650.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/21	9121 OAKWOOD DR, 73130	L5 CONSTRUCTION	B-21-0057	\$28,000.00
6/15/21	313 RUSSELL DR, 73110	GARLAND, CODY	B-21-0899	\$5,000.00
6/30/21	112 E MORNINGSIDE DR, 73110	CHRIS FOSTER	B-21-1064	
6/30/21	1201 STANSELL DR, 73110	MILLENNIUM ROOFING AND CONSTRUCTION	B-21-0185	\$20,000.00
				\$53,000.00

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/2/21	914 KARLEE CT, 73130	GROUND ZERO	B-21-0896	\$3,100.00
6/22/21	10208 BELLVIEW DR, 73130	GROUND ZERO	B-21-1104	\$4,195.00
6/22/21	409 CAMBRIDGE RD, 73130	GROUND ZERO	B-21-1042	\$3,500.00
6/22/21	12513 SHADY GLEN, 73020	GROUND ZERO	B-21-1106	\$5,195.00
6/23/21	920 BOYKIN DR, 73110	WALSH, JENNIFER	B-21-1044	\$3,500.00
				\$19,490.00

Res Swimming Pool / Hot Tub Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
6/3/21	10707 NE 5TH ST, MWC, OK, 73130	Terry McClendon	B-21-0897	\$8,000.00
6/3/21	205 OAK PARK TER, MWC, OK, 73130	Sandra silvy	B-21-0888	\$500.00
6/8/21	10424 SE 12TH ST, 73130	Mike Farrell	B-21-0604	\$5,700.00

6/23/21	120 CHEVY CHASE, 73110	MCKAY, WHITNEY	B-21-1117	\$9,500.00
6/29/21	10605 WILLOW RIDGE DR, 73130	MCLORMICK, ALLEN	B-21-1183	\$5,000.00

\$28,700.00

Grand Total: \$7,716,335.00



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 6/1/2021 to 6/30/2021

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	1
Buildings - CO Inspection & Sign Off	10
Buildings - CO Reinspection & Sign Off	4
Com Building Final Inspection	5
Com Drainage1 Inspection	1
Com Drainage2 Inspection	1
Com Drainage3 Inspection	1
Com Drainage3 Reinspection	1
Com Drainage4 Inspection	1
Com Drainage5 Inspection	1
Com Electrical Ceiling Inspection	2
Com Electrical Ceiling Reinspection	1
Com Electrical Final Inspection	6
Com Electrical Final Reinspection	3
Com Electrical Ground Inspection	3
Com Electrical Rough-in Inspection	2
Com Electrical Rough-in Reinspection	1
Com Electrical Service Inspection	3
Com Electrical Wall Inspection	1
Com Footing & Building Setback Reinspection	1
Com Framing Inspection	2
Com Framing Reinspection	1
Com Grease Trap Rough Inspection	4
Com Hood Suppression Inspection	1
Com Mechanical Final Inspection	1
Com Mechanical Rough-in Inspection	3
Com Miscellaneous Electrical Inspection	1
Com Plumbing Final Inspection	2
Com Plumbing Ground Inspection	4
Com Plumbing Rough-in Inspection	5
Com Temporary Electrical Pole Inspection	1
Com Temporary Electrical Pole Reinspection	2
Com Vent Hood & Light Test Final Inspection	1
Com Vent Hood Final Reinspection	1
County Health - CO Inspection & Sign Off	5
Electrical Generator Inspection	5
Fire - CO Inspection & Sign Off	9
Fire - CO Reinspection & Sign Off	2
General Inspection	3
Hot Water Tank Inspection	8
Irrigation System Inspection	2
Irrigation System Reinspection	1
Mechanical Change Out Inspection	12
Mechanical Change Out Reinspection	2
OMMA CC Inspection - Buildings	7
OMMA CC Inspection - ComDev Utilities	7

OMMA CC Inspection - Fire	9
OMMA CC Inspection - Planning	9
OMMA CC Reinspection	1
Planning - CO Inspection & Sign Off	8
Pre-Con Site Inspection/Meeting	10
Res Building Final Inspection	1
Res Carport Inspection	1
Res Driveway Inspection	7
Res Electrical Final Inspection	3
Res Electrical Ground Inspection	1
Res Electrical Pool Bonding Inspection	3
Res Electrical Rough-in Inspection	13
Res Electrical Rough-in Reinspection	3
Res Electrical Service Inspection	23
Res Electrical Service Reinspection	3
Res Fence Inspection	1
Res Footing & Building Setback Inspection	15
Res Footing & Building Setback Reinspection	4
Res Framing Inspection	10
Res Framing Reinspection	1
Res Gas Meter Inspection	9
Res Gas Piping Inspection	14
Res Gas Piping Reinspection	1
Res Gas Piping/Meter Inspection	2
Res Mechanical Final Inspection	2
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	7
Res Plumbing Final Inspection	2
Res Plumbing Ground Inspection	8
Res Plumbing Rough-in Inspection	7
Res Plumbing Rough-in Reinspection	1
Res Roofing Inspection	6
Res Roofing Reinspection	3
Res Sewer Service Inspection	11
Res Sewer Service Reinspection	3
Res Storm Shelter Inspection	11
Res Temporary Electrical Pole Inspection	4
Res Temporary Electrical Pole Reinspection	2
Res Water Service Line Inspection	15
Sewer Cap Inspection	1
Swimming Pool/Hot Tub Inspection	2
Utilities - CO Inspection & Sign Off	1
<hr/>	
Total Number of Inspections:	380



MUNICIPAL AUTHORITY AGENDA

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

July 27, 2021 – 6:01 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. **CALL TO ORDER.**

- B. **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 item proposed does not meet with the approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration for adoption, including any possible amendment of, the June 22, 2021 meeting minutes. (Secretary, S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Capital Imp Rev Bond Fund, expenditures/Transfers Out (00) \$345,000. (Finance - T. Cromar)
3. Discussion and consideration of passing and approving, including any possible amendment of, a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budget for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budgets as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments canceled at the close of day June 30, 2021. (Finance - T. Cromar)
4. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending June 30, 2021. (City Manager – T. Lyon)
5. Discussion and consideration of, including any possible amendment, accepting various grants of Temporary Easement from The City of Midwest City, a municipal corporation, across a certain parcels of land located within the corporate boundaries of Midwest City in the (SW/4) Southwest Quarter of Section Thirty Five (35), Township Twelve (12) North, Range Two (2) West and the North Half (N/2) of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - B. Bundy)

6. Discussion and consideration for adoption, including any possible amendment, of declaring 21 PTAC units, parts only, as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary. (City Manager - T. Lyon)
- C. PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Trustees on any Subject not scheduled on the Regular Agenda. The Trustees 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. NEW BUSINESS. In accordance with State Statute 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.
- E. ADJOURNMENT.



CONSENT AGENDA



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).

Midwest City Municipal Authority Minutes

June 22, 2021

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 6:22 PM with the following members present:

<i>Trustee Susan Eads-Absent</i>	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

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

1. Discussion and consideration for adoption, including any possible amendment of the June 8, 2021 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$345,000. Cap. Sewer Imp. – Stroth Fund, expenditures/Sewer Improvements (44) \$600. John Conrad Regional Golf Fund, expenditures/John Conrad (47) \$20,000. Capital Imp Rev Bond Fund, revenue /Transfers In (00) \$210,000. 2018 GO Bonds Proprietary Fund, revenue /Intergovernmental (49) \$5,000; expenditures/Capital Water Imp (49) \$5,000.
3. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending May 31, 2021.
4. Discussion and consideration for adoption, including any amendments, a letter of termination of the Contract for Municipal Advisory Services with The Baker Group.
5. Discussion and consideration for adoption, including any possible amendment of renewing contracts for FY 21-22: with Brenntag Southwest, Inc. for liquid chlorine and water treatment coagulation polymer; with Evoqua Technologies, LLC for sodium chlorite solution; with Republic Services Inc. for Commercial Sanitation Service of Roll Offs and Compactor; and Waste Management of Oklahoma, Inc.
6. Discussion and consideration for adoption, including any possible amendment of renewing contracts for FY 21-22 with Cabot Norit Americas, Inc. for granular activated carbon; Dukes' Root Control, Inc. for chemical root control; Heartland Container Repair LLC for refurbished front load refuse containers; and Jan-Pro Commercial Cleaning of OKC for commercial cleaning service for Public Works Administration and Charles Johnson Building.

7. Discussion and consideration for adoption, including any possible amendment of declaring the following equipment from Water Resource Recovery Facility (1) 2015 Bobcat Skid Steer Model S590 Vin # AR9R13032 as surplus and authorizing its disposal by sealed bid, public auction, or by other means as necessary.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:23 PM.

ATTEST:

MATTHEW D. DUKES, 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: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2020-2021, increase: Capital Imp Rev Bond Fund, expenditures/Transfers Out (00) \$345,000.

This supplement is needed to budget for the transfers in from the General Fund/Share of Revenue to the Bond to end FY 20-21.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

July 27, 2021

Fund CAPITAL IMP REV BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers Out			345,000	
		<u>0</u>	<u>0</u>	<u>345,000</u>	<u>0</u>
Explanation: To increase the budget for the transfers out from the General Fund/Share of Revenue to the Bond to end FY 20-21 expenditures.					



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: July 27, 2021

SUBJECT: Discussion and consideration of passing and approving, including any possible amendment of a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budget for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budgets as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments canceled at the close of day June 30, 2021.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. MA2021-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MUNICIPAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2021 TO BE MADE AVAILABLE FOR FISCAL YEAR 2021-2022; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2021-2022 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2020-2021 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2021, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2021.

WHEREAS, it is the Municipal Authority’s intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2021 as chargeable to the FY 2020-2021 budget, renew those same commitments effective July 1, 2021, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2021-2022 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Municipal Authority have determined it in the best interest of the Municipal Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2021, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2021, formerly charged against and payable from FY 2020-2021 budgets, are hereby cancelled and renewed effective July 1, 2021, to be charged against and payable from additional FY 2021-2022 fiscal year budget amounts to be provided through budget amendments effective July 1, 2021.

SECTION 2. Any remaining unexpended fund balance within the funds at the close of day June 30, 2021, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2020-2021 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2021-2022 fiscal year effective July 1, 2021. The FY 2021-2022 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2021 and chargeable to and payable from FY 2021-2022 budgets.

Sanitation (190-4110)	\$ 1,267,556
Utilities – Water (191-4210/30)	\$ 302,074
Utilities – Wastewater (192-4310/30)	\$ 145,856
FF&E Reserve (196-4010)	\$ 5,971,429
Golf (197-4710)	\$ 3,426
Golf (197-4810)	\$ 310
Capital Drainage (060-7210)	\$ 26,250
Storm Water Quality (061-6110)	\$ 34,237
Capital Water Improvements (172-4910)	\$ 49,245
Construction Loan Payment (178-4200)	\$ 1,592
Sewer Construction (186-4600)	\$ 372,040
Utility Services (187-5011)	\$ 3,150
Capital Sewer Improvements (188-4410)	\$ 54,131

PASSED AND APPROVED by the chairman and trustees of the Midwest City Municipal Authority this 27th day of July, 2021.

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 27th day of July, 2021.

DONALD MAISCH, City Attorney



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: July 27, 2021

RE: Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending June 30, 2021.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2020-2021	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Revenue												
Budgeted (MTD)	343,261	453,583	525,877	507,546	455,087	297,747	227,478	357,427	514,440	483,447	447,593	415,608
Actual (MTD)	209,220	96,171	166,050	141,030	196,284	98,762	110,610	119,566	178,607	183,566	128,960	228,854
Budgeted (YTD)	343,261	796,844	1,322,721	1,830,267	2,285,354	2,583,101	2,810,579	3,168,006	3,682,446	4,165,893	4,613,486	5,029,094
Actual (YTD)	209,220	305,391	471,441	612,471	808,756	907,517	1,018,127	1,137,693	1,316,301	1,499,867	1,628,827	1,857,681
Expenses												
Budgeted (MTD)	402,630	455,299	469,746	481,160	435,035	370,311	312,141	359,557	443,494	451,607	419,406	410,317
Actual (MTD)	206,494	166,450	189,154	173,890	187,703	140,339	168,038	152,009	184,421	208,906	174,967	241,097
Budgeted (YTD)	402,630	857,929	1,327,675	1,808,835	2,243,910	2,614,221	2,926,362	3,285,919	3,729,413	4,181,020	4,600,426	5,010,743
Actual (YTD)	206,494	372,944	562,098	735,987	923,690	1,064,029	1,232,066	1,384,076	1,568,497	1,777,403	1,952,369	2,193,466
Revenue vs. Expenses												
Budgeted (MTD)	(59,369)	(1,716)	56,131	26,386	20,912	(72,564)	(84,663)	(2,130)	70,946	31,840	28,187	5,291
Actual (MTD)	2,726	(68,563)	(23,104)	(32,859)	8,582	(41,577)	(57,428)	(32,443)	(5,814)	(25,340)	(46,006)	(12,242)
Budgeted (YTD)	(59,369)	(61,085)	(4,954)	21,432	41,444	(31,120)	(115,783)	(117,913)	(46,967)	(15,127)	13,060	18,351
Actual (YTD)	2,726	(67,553)	(90,657)	(123,516)	(114,935)	(156,511)	(213,939)	(246,383)	(252,196)	(277,536)	(323,543)	(335,785)

Key Indicators												
Hotel Room Revenue	168,157	71,699	112,527	109,674	152,555	80,762	105,766	114,664	164,606	136,500	115,669	143,361
Food and Banquet Revenue	35,006	17,406	42,681	26,967	42,673	10,407	2,056	2,156	9,742	42,963	11,200	67,792

Fiscal Year 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenue												
Budgeted (MTD)	372,710	481,117	410,780	576,778	455,277	300,346	214,831	385,403	579,251	504,981	450,566	500,520
Actual (MTD)	299,162	477,929	466,117	476,300	456,684	291,649	223,347	367,534	351,603	23,119	85,751	163,728
Budgeted (YTD)	372,710	853,827	1,264,677	1,841,348	2,296,625	2,596,971	2,811,802	3,197,205	3,776,456	4,281,437	4,732,003	5,232,523
Actual (YTD)	299,162	777,091	1,243,207	1,719,507	2,176,191	2,467,840	2,691,187	3,058,721	3,410,324	3,433,443	3,519,194	3,682,922
Expenses												
Budgeted (MTD)	389,068	464,352	422,790	486,888	449,400	360,787	341,646	383,600	513,820	454,826	426,083	459,919
Actual (MTD)	386,683	443,824	431,992	432,531	395,742	366,076	320,630	361,002	320,485	112,894	115,303	168,448
Budgeted (YTD)	389,068	853,420	1,276,210	1,786,169	2,235,569	2,596,356	2,938,002	3,321,602	3,835,422	4,290,248	4,716,331	5,176,250
Actual (YTD)	386,683	830,507	1,262,499	1,714,217	2,109,959	2,476,035	2,796,665	3,157,667	3,478,152	3,591,046	3,706,350	3,874,797
Revenue vs. Expenses												
Budgeted (MTD)	(16,358)	16,765	(12,040)	66,812	5,877	(60,441)	(126,815)	1,803	65,431	50,155	24,483	40,601
Actual (MTD)	(87,521)	34,105	34,125	24,582	60,941	(74,426)	(97,283)	6,532	31,118	(89,775)	(29,552)	(4,719)
Budgeted (YTD)	(16,358)	407	(11,633)	55,179	61,056	615	(126,200)	(124,397)	(58,966)	(8,811)	15,672	56,273
Actual (YTD)	(87,521)	(53,416)	(19,291)	5,290	66,232	(8,195)	(105,478)	(98,946)	(67,828)	(157,603)	(187,155)	(191,875)



CITY of MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

Billy Harless, Community Development Director
Brandon Bundy, P.E., City Engineer

ENGINEERING DIVISION
Brandon Bundy, P.E., City Engineer
CURRENT PLANNING DIVISION
Kelly Gilles AICP, Manager
COMPREHENSIVE PLANNER
Petya Stefanoff, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Brakefield, Building Official

TO : Honorable Chairman and Trustees

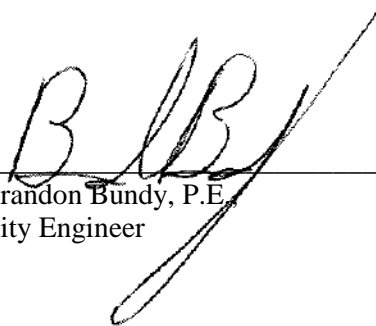
FROM : Brandon Bundy, P.E., City Engineer

DATE : July 27, 2021

SUBJECT : Discussion and consideration of, including any possible amendment, accepting various grants of Temporary Easement from The City of Midwest City, a municipal corporation, across a certain parcels of land located within the corporate boundaries of Midwest City in the (SW/4) Southwest Quarter of Section Thirty Five (35), Township Twelve (12) North, Range Two (2) West and the North Half (N/2) of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

The Temporary Easements are needed in connection with the ODOT project, JP 33124(04) to resurface Reno Avenue from Midwest Boulevard to Blake Drive. The easements are located along Reno Avenue on parcels related to City Hall, Fire Station No.1, Animal Services and Regional Park.

Staff recommends granting the Temporary Easements.



Brandon Bundy, P.E.
City Engineer

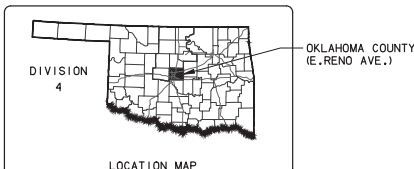
Attachment

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED
EAST RENO AVENUE
FEDERAL AID PROJECT NO. STP-255D(479)AG
ROADWAY, SIDEWALK, AND TRAFFIC CONTROL PLANS
CITY OF MIDWEST CITY
STATE JOB NO. 33124(04)

OKLAHOMA DEPARTMENT OF TRANSPORTATION
**REVISED
PROPOSED R/W**
December 2020

DESIGN DATA	
E. RENO AVE.	
AADT 2019	= 23,960
AADT 2039	= 42,014
V	= 40 MPH
20YR Flex ESALs	= 10.02 M

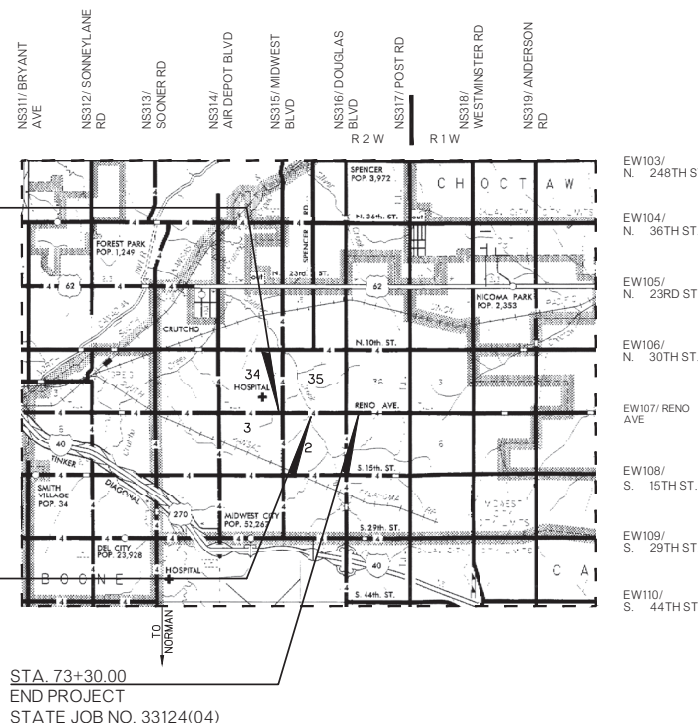


SCALES
PLAN 1" = 20'
PROFILE HOR. 1" = 20'
VER. 1" = 5'
LAYOUT MAP 1" = 5,280'

CONVENTIONAL SYMBOLS	
	PROPOSED ROAD
	RAILROADS
	RANGE & TOWNSHIP
	SECTION LINES
	QUARTER SECTION LINES
	FENCES
	GROUND LINE
	EXISTING ROADS
	BASE LINE
	GRADE LINES
	TELEPHONE & TELEGRAPH
	POWER LINES
	BUILDINGS
	OIL WELL
	DRAINAGE STRUCTURES - IN PLACE
	DRAINAGE STRUCTURES - NEW
	RIGHT-OF-WAY LINES - EXISTING
	RIGHT-OF-WAY LINES - NEW
	CONTROLLED ACCESS
	MAILBOX
	EXISTING CENTERLINE
	EXISTING SANITARY SEWERS
	EXISTING GAS LINES
	EXISTING WATER LINES
	EXISTING TELEPHONE CABLES UNDERGROUND

STA. 9+17.00
BEGIN PROJECT
STATE JOB NO. 33124(04)

STA. 1+83.00
85'-0" PEDESTRIAN BRIDGE
14 FT CLEAR WIDTH
EXISTING NBI# 16922



ROADWAY LENGTH _____ 6,413.00 FT. 1.214 MI.
PROJECT LENGTH _____ 1.214 MI.
PEDESTRIAN BRIDGE _____ 85.00 FT.

EQUATIONS : NONE
EXCEPTIONS : NONE



The City of
MIDWEST CITY

MATT DUKES, Mayor

COUNCIL MEMBERS:

SUSAN EADS	Ward 1
PAT BYRNE	Ward 2
ESPANIOLA BOWEN	Ward 3
SEAN REED	Ward 4
CHRISTINE ALLEN	Ward 5
RICK FAVORS	Ward 6

TIM LYON City Manager



ONE CALL UTILITY LOCATION NUMBER

811
1-800-522-6543

This number is to be used for information on the location of all underground utilities. Contact this number and other numbers specified in the plans prior to any excavation.

PUBLIC WORKS DEPARTMENT

PREPARED BY

SUBMITTED BY

GUY ENGINEERING

Certificate of Authorization No. 1427
Renewal Date: June 30, 2022

OLGA HOPPER, P.E. NO. 24197
SHEETS 0001-0003, AR01-AR02, & R001-R017

THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND
IS NOT A
FINAL, SIGNED
AND SEALED
DOCUMENT

RECOMMENDED FOR APPROVAL

BRANDON BUNDY, P.E.
COMMUNITY DEVELOPMENT CITY ENGINEER

DATE

OKLAHOMA
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

DATE APPROVED _____

DATE APPROVED _____

BY _____
CHIEF ENGINEER

BY _____
DIVISION ADMINISTRATOR

JOB 33124(04)

PROJECT NO. STP-255D(479)AG

COUNTY OKLAHOMA HIGHWAY/ROAD E. RENO AVE. SHEET NO. 0001

BRANDON BUNDY, COMMUNITY DEVELOPMENT CITY ENGINEER
CITY OF MIDWEST CITY

SHELLY WILLIAMS / BRANDON DUDGEON
LOCAL GOVERNMENT DIVISION

2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION - ENGLISH
GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY
ADMINISTRATION, DECEMBER 18, 2019.

Benchmark - "13"
804 Nall In Power Pole
ELEV=1027.92
N=49262
E=250353

**SECTION 34,
T12N, R2W**

**SECTION 35,
T12N, R2W**

CITY OF MIDWEST CITY

CITY OF MIDWEST CITY

**SECTION 3,
T11N, R2W**

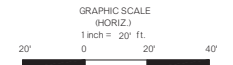
**SECTION 2,
T11N, R2W**

**BLOCK 1
ATKINSON PARK ADDITION
BOOK 31 OF PLATS, PAGE 23**

Benchmark - "11"
804 Nall In Power Pole
ELEV=1043.30
N=492446
E=250806

LEGEND

- PROPOSED MILL & OVERLAY
- PROPOSED 6" CONCRETE DRIVES
- PROPOSED 6" CONCRETE DRIVES & PADS
- PROPOSED ASPHALT DRIVES
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE TRAIL
- PROPOSED CONCRETE PANELS
- TEMPORARY RIGHT OF WAY
- PROPOSED FULL DEPTH PATCH
- PROPOSED TEMP. FIBER LOG
- TACTILE WARNING DEVICES
- PROPOSED SILT FENCE
- PROPOSED CURB/RETAINING WALL
- PRESENT RIGHT OF WAY
- STATUTORY RIGHT OF WAY
- BENCHMARK



GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

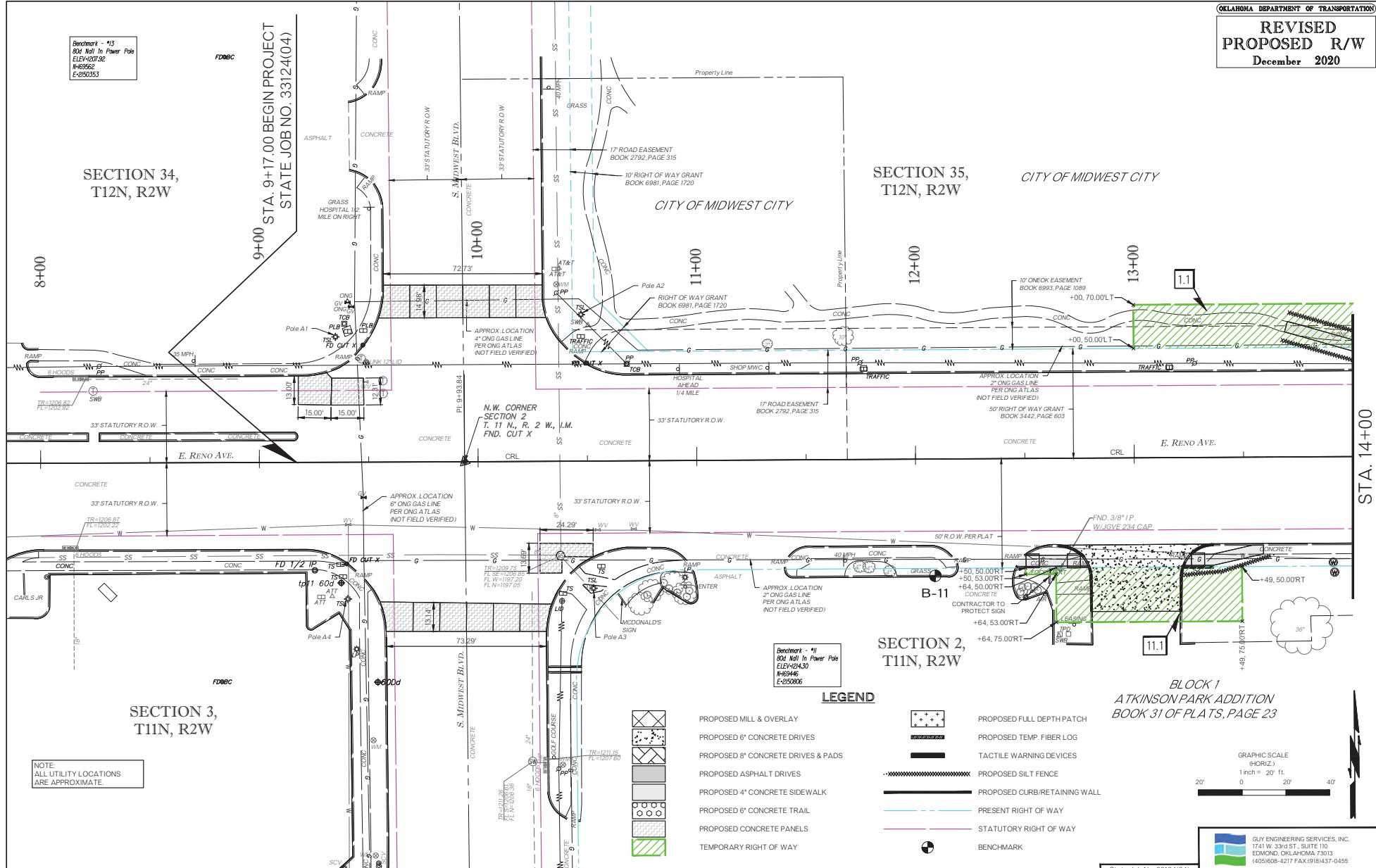
**MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION**

**MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.**

**PAVING & SIDEWALK PLANS
STA. 08+00 - 14+00**

R007

TUBE #	CITY INSPECTOR	COMPLETION DATE	PROJ. NO.	REVISIONS



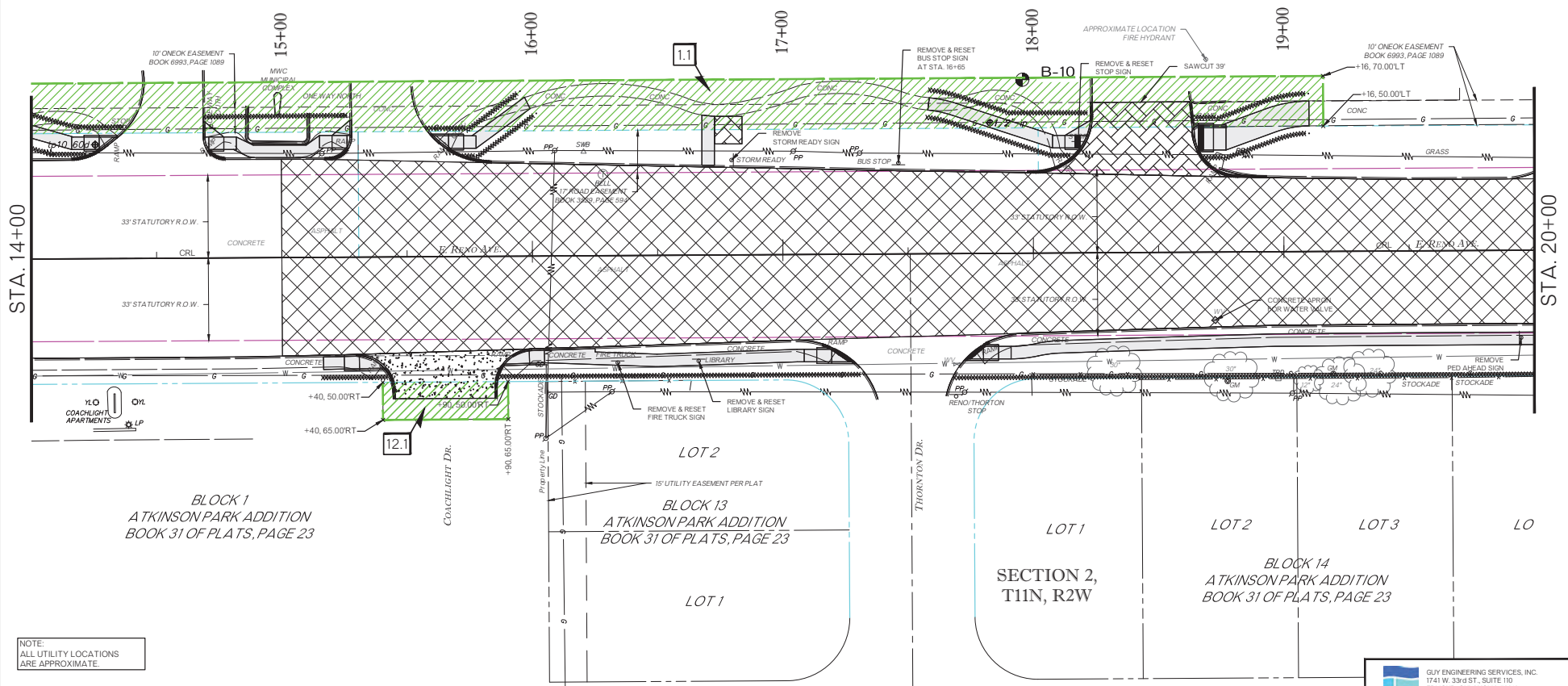
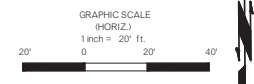
LEGEND

- | | | | |
|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

**SECTION 35,
T12N, R2W**

CITY OF MIDWEST CITY

Benchmark - *10
804 Nall In Power Pole
ELEV=2026.44
N=69572
E=205392



TUBE #	CITY INSPECTOR	REVISIONS	<p>MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION</p>	<p>MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.</p>	<p>PAVING & SIDEWALK PLANS STA. 14+00 - 20+00</p>	R008
	COMPLETION DATE					
	CONTRACTOR					
	OWC NAME					

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

LEGEND

- | | | | |
|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

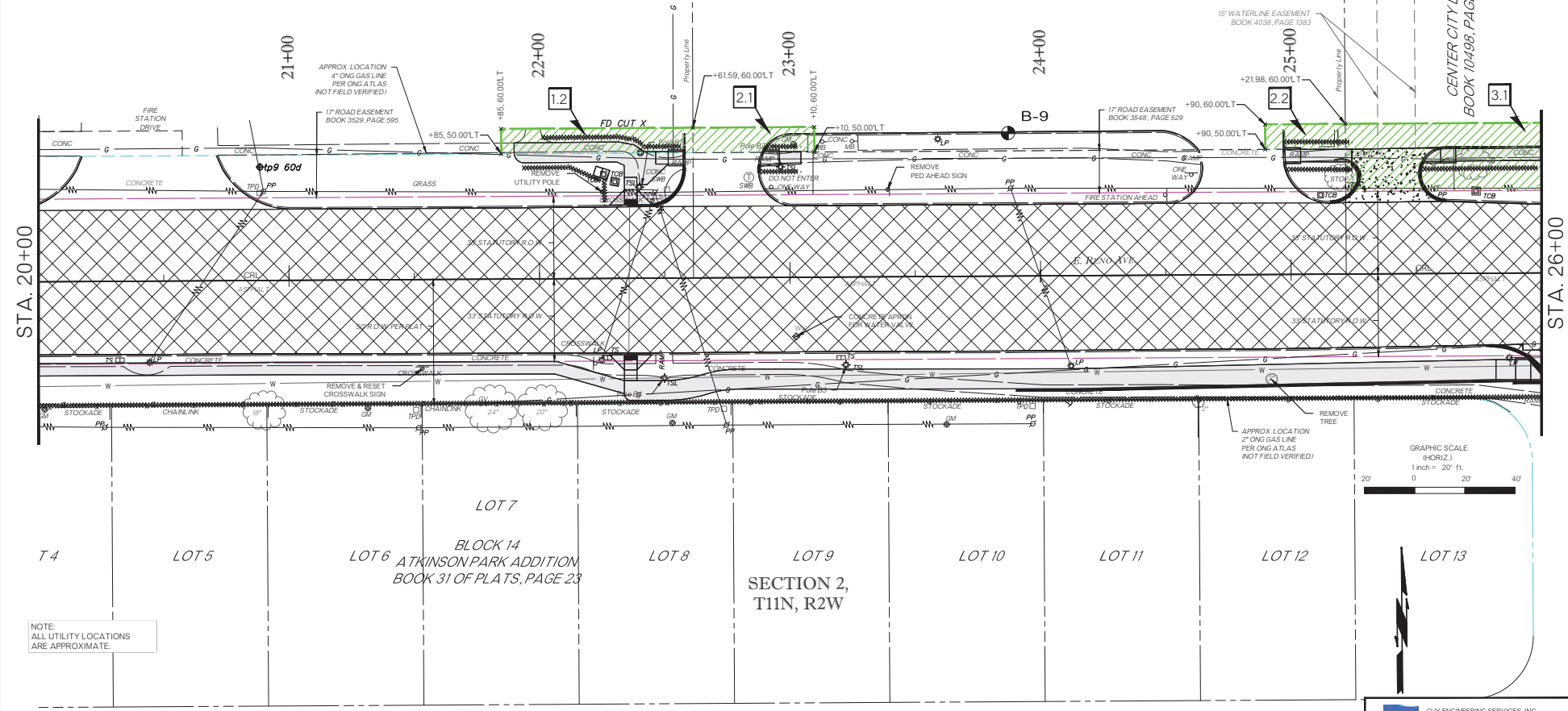
Benchmark - *9
804 Noll In Power Pole
ELEV=2043.97
N=492563
E=252984

SECTION 35,
T12N, R2W

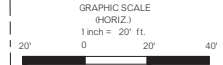
USPS

CITY OF MIDWEST CITY

CENTER CITY LLC
BOOK 10498, PAGE 1605



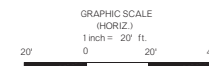
NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.



GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 20+00 - 26+00	R009
	COMPLETION DATE:					
	CONTRACTOR					
	OWC NAME					

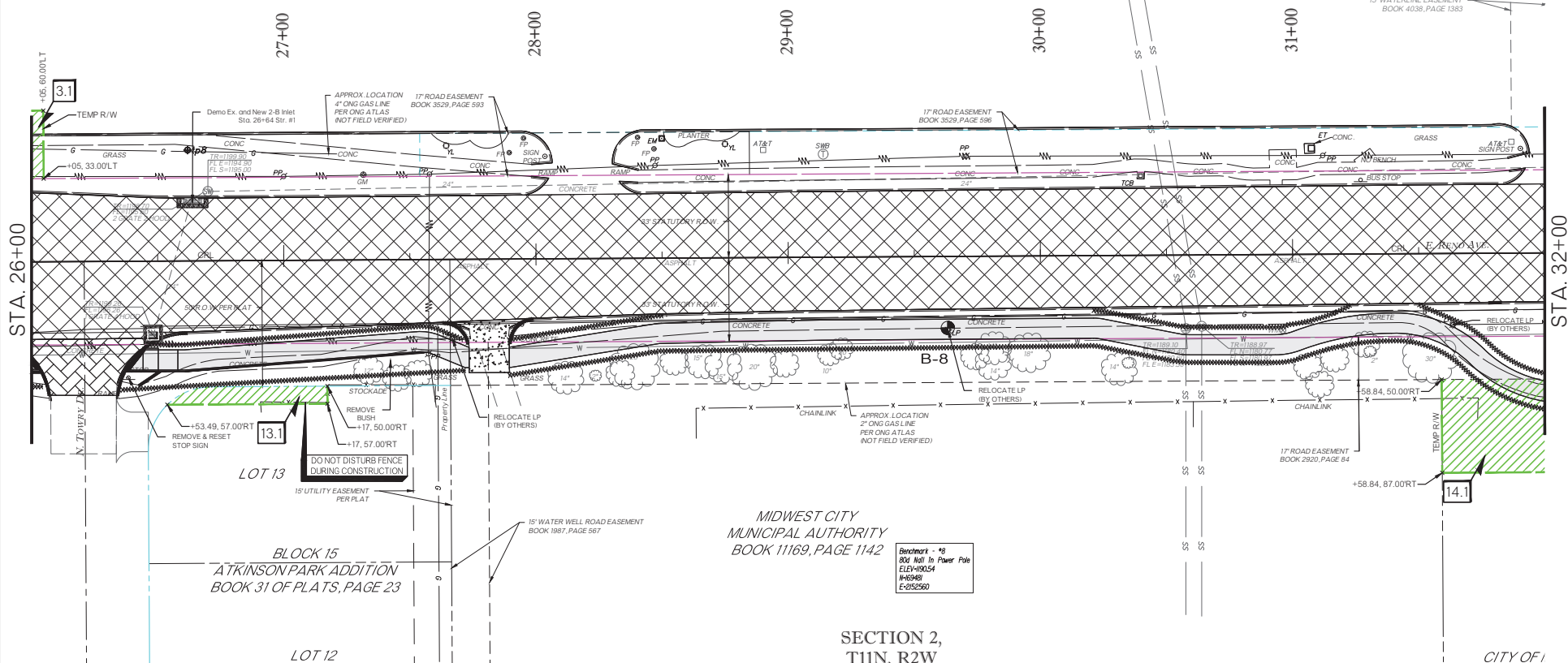


15' WATERLINE EASEMENT
 BOOK 4038, PAGE 1383

LEGEND

- | | | | |
|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

**SECTION 35,
 T12N, R2W
 CENTER CITY LLC
 BOOK 10498, PAGE 1605**



MIDWEST CITY
 COMMUNITY DEVELOPMENT
 ENGINEERING DIVISION

MIDWEST CITY
 RENO: MIDWEST BLVD-BLAKE DR.

PAVING & SIDEWALK PLANS
 STA. 26+00 - 32+00

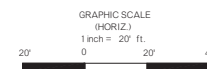
R010

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

REVISIONS

State Job No. 33124(04)

GUY ENGINEERING SERVICES, INC.
 1741 W. 33rd ST., SUITE 110
 EDMOND, OKLAHOMA 73013
 (405)608-4217 FAX (918)437-0455



WOODSIDE VILLAGE
APARTMENT LLC

SECTION 35,
T12N, R2W

CITY OF MIDWEST CITY
BOOK 14115, PAGE 1759

SECTION 2,
T11N, R2W

MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.

PAVING & SIDEWALK PLANS
STA. 32+00 - 38+00

R011

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX:(918)437-0455



MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

	PROPOSED MILL & OVERLAY		PROPOSED FULL DEPTH PATCH
	PROPOSED 6" CONCRETE DRIVES		PROPOSED TEMP. FIBER LOG
	PROPOSED 6" CONCRETE DRIVES & PADS		TACTILE WARNING DEVICES
	PROPOSED ASPHALT DRIVES		PROPOSED SILT FENCE
	PROPOSED 4" CONCRETE SIDEWALK		PROPOSED CURB/RETAINING WALL
	PROPOSED 6" CONCRETE TRAIL		PRESENT RIGHT OF WAY
	PROPOSED CONCRETE PANELS		STATUTORY RIGHT OF WAY
	TEMPORARY RIGHT OF WAY		BENCHMARK

CENTER CITY LLC
BOOK 10498, PAGE 1605

STA. 32+00

STA. 38+00

NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

MIDWEST CITY
1114, PAGE 119
FACT 2

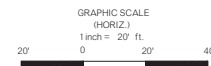
TUBE #	CITY INSPECTOR	REVISIONS	 MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 32+00 - 38+00	R011
	COMPLETION DATE					
	PROJ. NO.					
	CONTRACTOR					
	CWS NAME					

**REVISED
PROPOSED R/W**
December 2020

BLOCK 1
REGENCY PARK ADDITION
BOOK 47 OF PLATS, PAGE 58

LEGEND

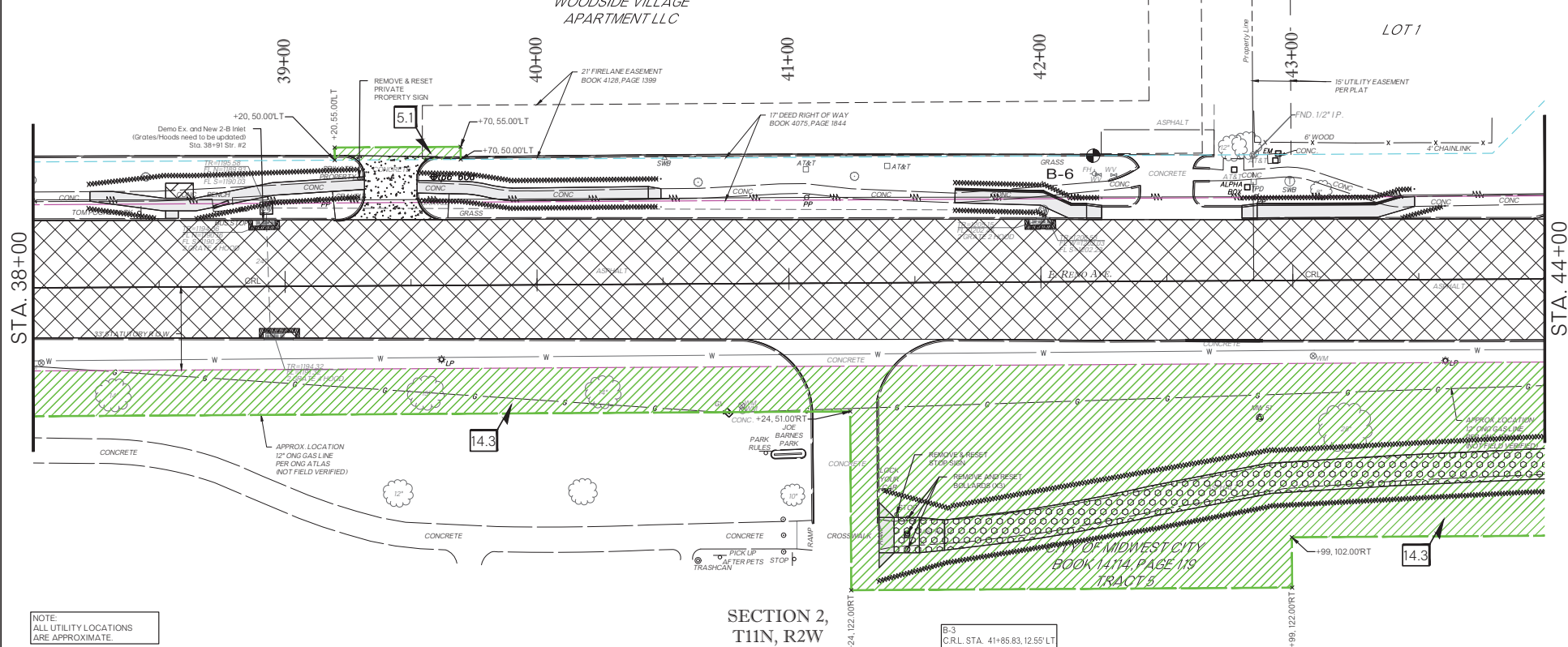
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| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |



Benchmark - "C"
804 Nall In Power Pole
ELEV=2004
N=48267
E=25387

SECTION 35,
T12N, R2W

WOODSIDE VILLAGE
APARTMENT LLC



NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

SECTION 2,
T11N, R2W

B-3
C.R.L. STA. 41+85.83, 12.55' LT
N=169529.3904
E=2153782.3617

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX (918)437-0455

State Job No. 33124(04)



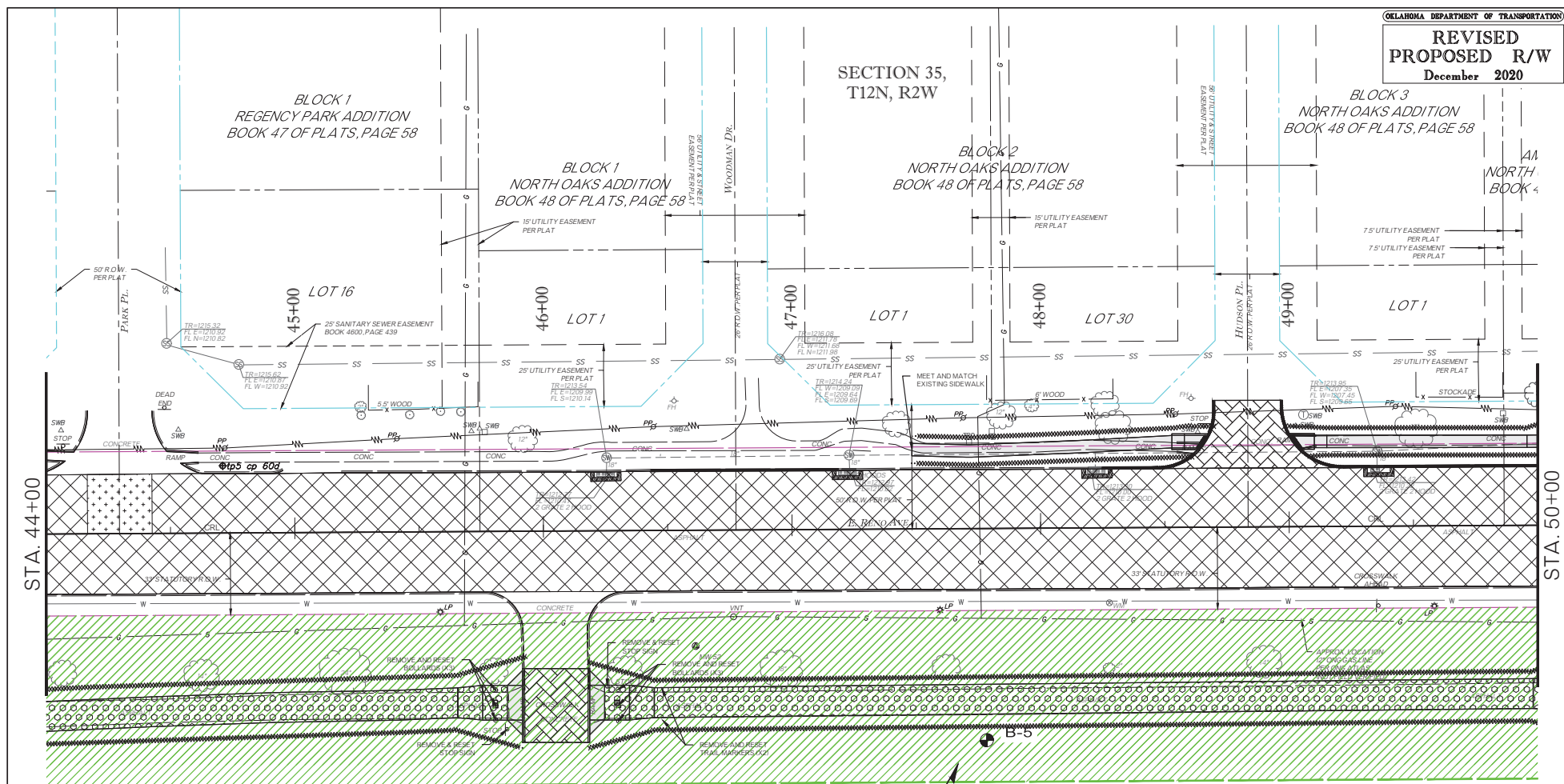
MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.

PAVING & SIDEWALK PLANS
STA. 38+00 - 44+00

R012

TUBE #	CITY INSPECTOR	REVISIONS
	COMPLETION DATE:	
	CONTRACTOR	
	OWC NAME	



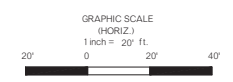
- LEGEND**
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|--|------------------------------------|--|------------------------------|
| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

CITY OF MIDWEST CITY
 BOOK 14114, PAGE 119
 TRACT 5

14.3
 Benchmark - #5
 804 Ndi In Power Pole
 ELEV=80.31
 N=65435
 E=254375

SECTION 2,
 T11N, R2W

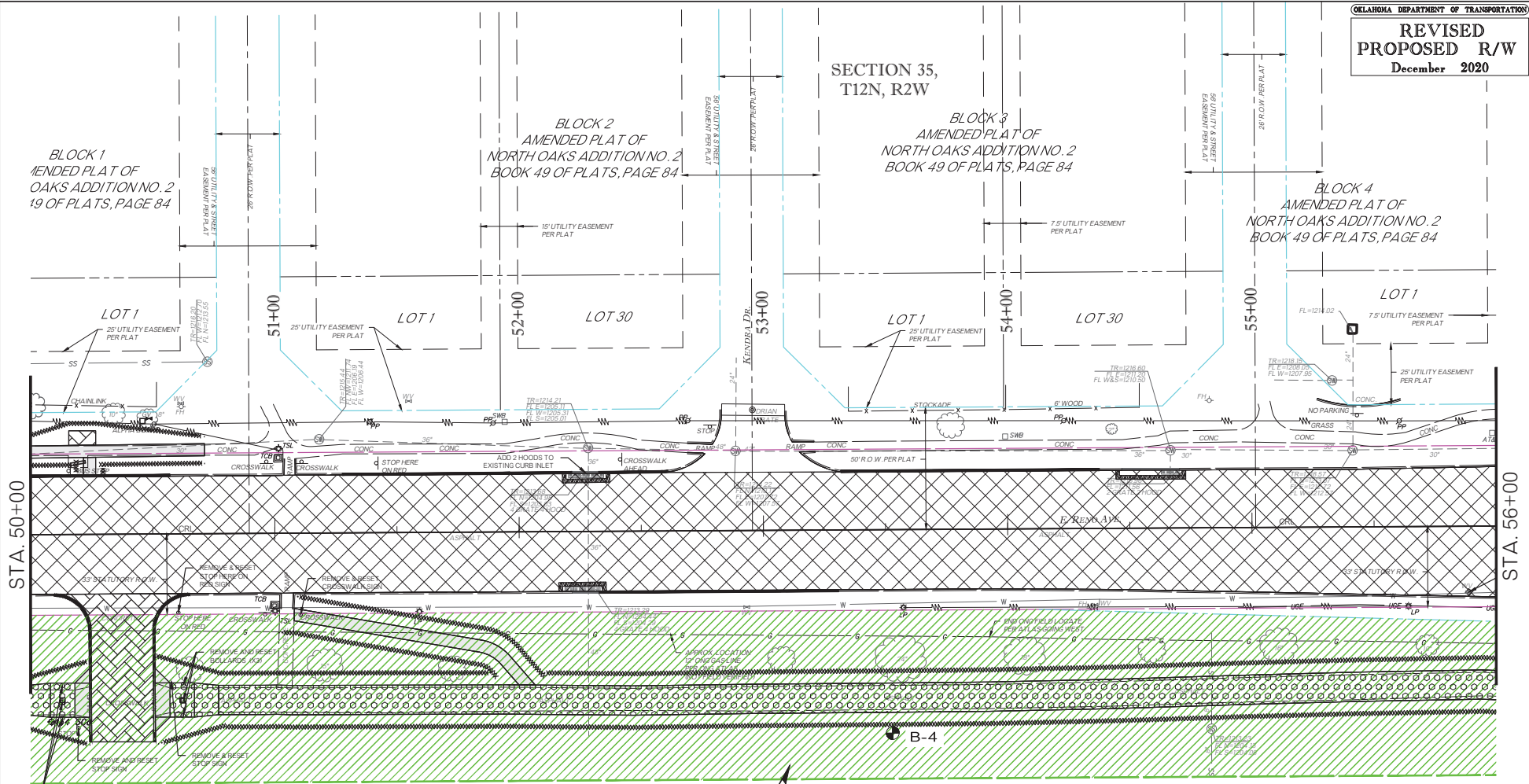
NOTE:
 ALL UTILITY LOCATIONS
 ARE APPROXIMATE.



GUY ENGINEERING SERVICES, INC.
 1741 W. 33rd ST., SUITE 110
 EDMOND, OKLAHOMA 73013
 (405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR		REVISIONS		MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 44+00 - 50+00	R013
	COMPLETION DATE: PRG. NO.							
	CONTRACTOR							
	DWG. NAME							



STA. 50+00

STA. 56+00

LEGEND

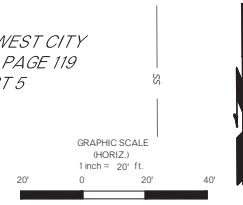
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|--|--------------------------|--|------------------------------|
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| | PROPOSED 6\"/> | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8\"/> | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4\"/> | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6\"/> | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

**SECTION 2,
T11N, R2W**

Benchmark
 8\"/>

CITY OF MIDWEST CITY
 BOOK 14114, PAGE 119
 TRACT 5

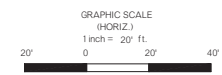


TUBE #	CITY INSPECTOR	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 50+00 - 56+00	R014
	COMPLETION DATE:					
	CONTRACTOR					
	OWC NAME					

GUY ENGINEERING SERVICES, INC.
 1741 W. 33RD ST., SUITE 110
 EDMOND, OKLAHOMA 73013
 (405)608-4217 FAX (918)437-0455

State Job No. 33124(04)

LOT 1
BLOCK 1
BOULEVARD BUSINESS PARK
BOOK 52 OF PLATS, PAGE 3



LEGEND

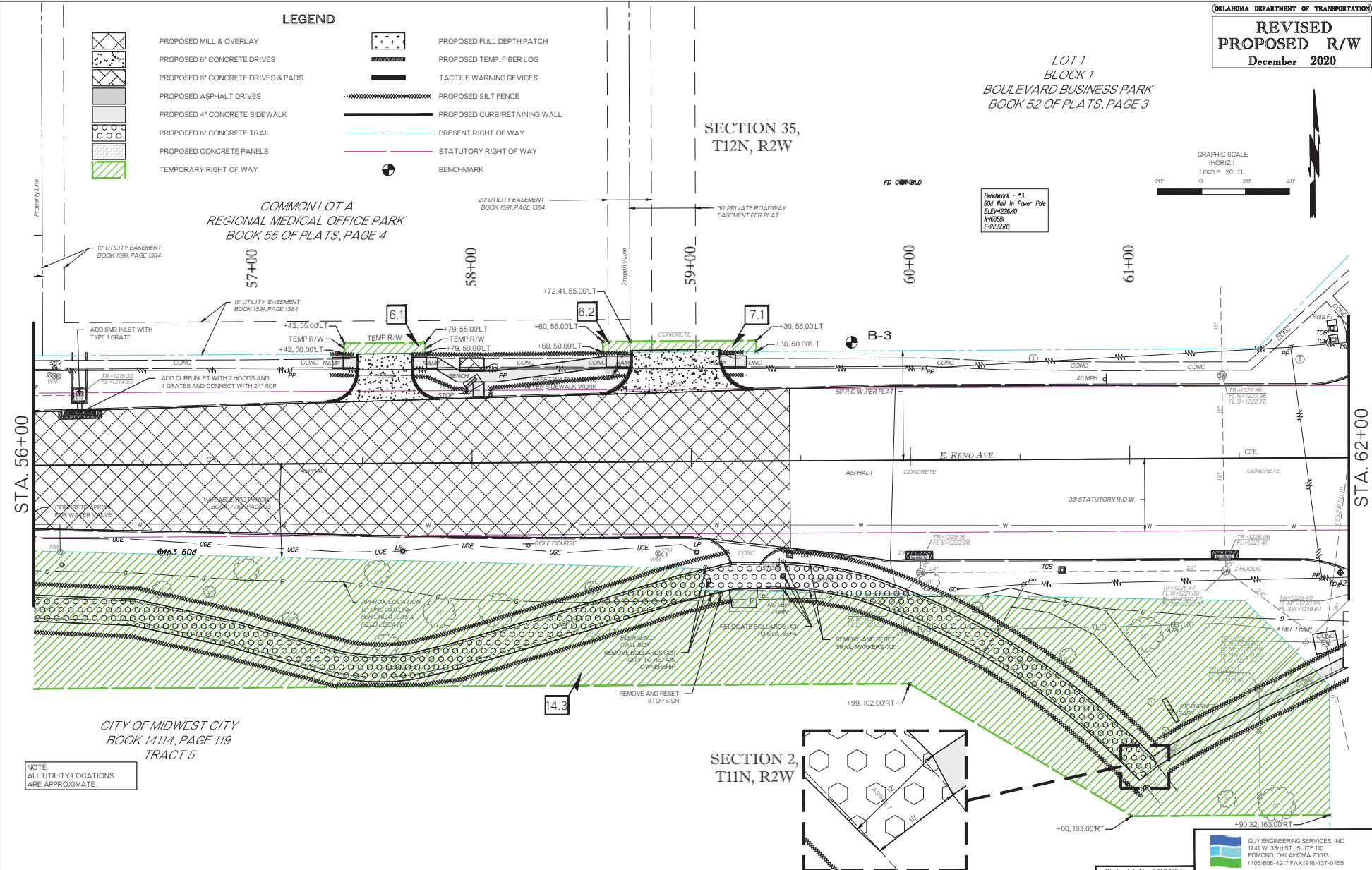
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| | PROPOSED MILL & OVERLAY | | PROPOSED FULL DEPTH PATCH |
| | PROPOSED 6" CONCRETE DRIVES | | PROPOSED TEMP. FIBER LOG |
| | PROPOSED 8" CONCRETE DRIVES & PADS | | TACTILE WARNING DEVICES |
| | PROPOSED ASPHALT DRIVES | | PROPOSED SILT FENCE |
| | PROPOSED 4" CONCRETE SIDEWALK | | PROPOSED CURB/RETAINING WALL |
| | PROPOSED 6" CONCRETE TRAIL | | PRESENT RIGHT OF WAY |
| | PROPOSED CONCRETE PANELS | | STATUTORY RIGHT OF WAY |
| | TEMPORARY RIGHT OF WAY | | BENCHMARK |

**SECTION 35,
T12N, R2W**

COMMON LOT A
REGIONAL MEDICAL OFFICE PARK
BOOK 55 OF PLATS, PAGE 4

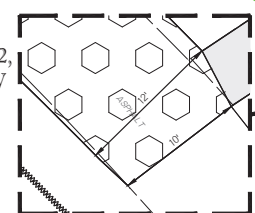
STA. 56+00

STA. 62+00



CITY OF MIDWEST CITY
BOOK 14114, PAGE 119
TRACT 5

**SECTION 2,
T11N, R2W**

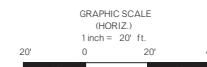


NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.

GUY ENGINEERING SERVICES, INC.
1741 W. 33RD ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405) 608-4217 FAX (918) 437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 56+00 - 62+00	R015
	COMPLETION DATE:					
	CONTRACTOR					
	OWN. NAME					











SECTION 36,
T12N, R2W

HAWK LIVING TRUST

MIDWEST PENTECOSTAL
HOLINESS CHURCH

LEGEND

- | | | |
|------------------------------------|---|------------------------------|
| PROPOSED MILL & OVERLAY |  | PROPOSED FULL DEPTH PATCH |
| PROPOSED 6" CONCRETE DRIVES |  | PROPOSED TEMP. FIBER LOG |
| PROPOSED 8" CONCRETE DRIVES & PADS |  | TACTILE WARNING DEVICES |
| PROPOSED ASPHALT DRIVES |  | PROPOSED SILT FENCE |
| PROPOSED 4" CONCRETE SIDEWALK |  | PROPOSED CURB/RETAINING WALL |
| PROPOSED 6" CONCRETE TRAIL |  | PRESENT RIGHT OF WAY |
| PROPOSED CONCRETE PANELS |  | STATUTORY RIGHT OF WAY |
| TEMPORARY RIGHT OF WAY |  | BENCHMARK |

STA. 62+00

STA 68+00

SECTION 1,
T11N, R2W

MWC AH PROPERTIES LLC
BOOK 13202, PAGE 1137

CVS 2489 OK LLC
BOOK 10904, PAGE 102

NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.




MIDWEST CITY
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

MIDWEST CITY
RENO: MIDWEST BLVD-BLAKE DR.

PAVING & SIDEWALK PLANS
STA. 62+00 - 68+00

R016



GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405)608-4217 FAX:(918)437-0455

State Job No. 33124(04)

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

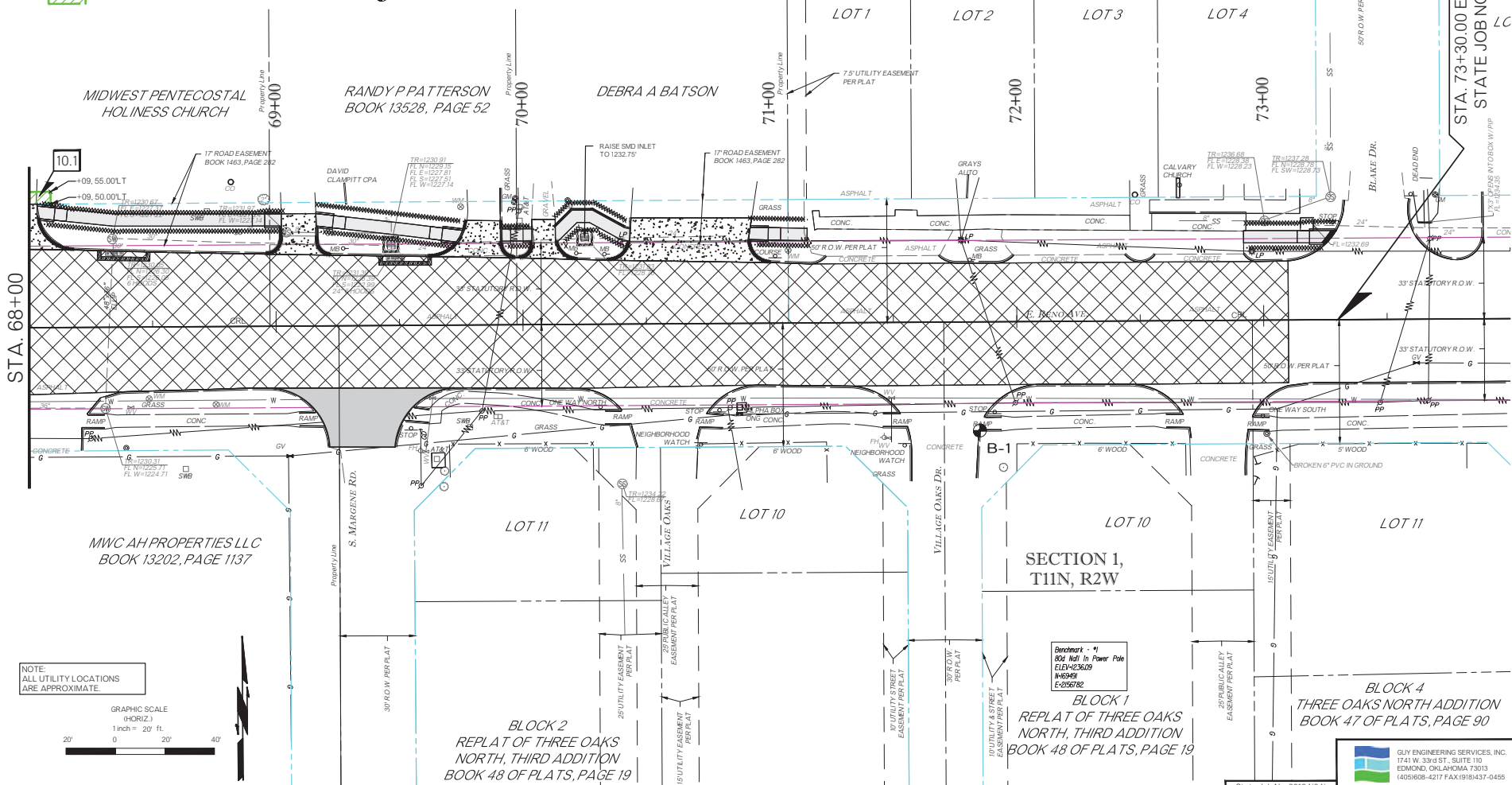
STA. 73+30.00 END PROJECT
STATE JOB NO. 33124(04)

LEGEND

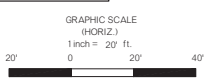
- PROPOSED MILL & OVERLAY
- PROPOSED 6" CONCRETE DRIVES
- PROPOSED 8" CONCRETE DRIVES & PADS
- PROPOSED ASPHALT DRIVES
- PROPOSED 4" CONCRETE SIDEWALK
- PROPOSED 6" CONCRETE TRAIL
- PROPOSED CONCRETE PANELS
- TEMPORARY RIGHT OF WAY
- PROPOSED FULL DEPTH PATCH
- PROPOSED TEMP. FIBER LOG
- TACTILE WARNING DEVICES
- PROPOSED SILT FENCE
- PROPOSED CURB/RETAINING WALL
- PRESENT RIGHT OF WAY
- STATUTORY RIGHT OF WAY
- BENCHMARK

**SECTION 36,
T12N, R2W**

BLAKE'S NORTHEAST GARDENS
BOOK 28 OF PLATS, PAGE 7



NOTE:
ALL UTILITY LOCATIONS
ARE APPROXIMATE.



**BLOCK 2
REPLAT OF THREE OAKS
NORTH, THIRD ADDITION
BOOK 48 OF PLATS, PAGE 19**

Benchmark - *
804' Not in Power Pole
ELEV=2620.9
N=69491
E=256782

**BLOCK 1
REPLAT OF THREE OAKS
NORTH, THIRD ADDITION
BOOK 48 OF PLATS, PAGE 19**

**BLOCK 4
THREE OAKS NORTH ADDITION
BOOK 47 OF PLATS, PAGE 90**

GUY ENGINEERING SERVICES, INC.
1741 W. 33rd ST., SUITE 110
EDMOND, OKLAHOMA 73013
(405) 608-4217 FAX (918) 437-0455

State Job No. 33124(04)

TUBE #	CITY INSPECTOR	COMPLETION DATE	PROJ. NO.	REVISIONS	MIDWEST CITY COMMUNITY DEVELOPMENT ENGINEERING DIVISION	MIDWEST CITY RENO: MIDWEST BLVD-BLAKE DR.	PAVING & SIDEWALK PLANS STA. 68+00 - 74+00	R017

GRANT OF TEMPORARY EASEMENT

Reno Resurface and Sidewalk
JP 33124(04) / J3-3124(004)AG
Oklahoma County
Parcels 1.1, 1.2, 4.1, 14.1, 14.2 & 14.3

KNOW ALL BY THESE PRESENTS:

That The City of Midwest City, a municipal corporation, (grantor) of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Midwest City Municipal Authority, a public trust, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

SEE EXHIBIT A ATTACHED

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the Midwest City Municipal Authority, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the Midwest City Municipal Authority, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except **none** and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this _____ day of _____, 2021.

ATTEST: _____
Sara Hancock, City Clerk

Matt Dukes, Mayor

[illegible]

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 27th day of July, 2021, personally appeared Matt D. Dukes, to me known to me known to be the identical person who executed the within and forgoing me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the as his free and voluntary act and deed for the purposes set out herein set forth.

WITNESS, my hand and seal this _____ day of _____, 2021

My Commission expires: _____
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by Chairman _____ Date: _____

RETURN TO: City Clerk 100 N Midwest Boulevard Midwest City OK 73110

EXHIBIT A

Parcel 1.1 City Hall

A Part of the Southwest Quarter of Section Thirty Five Six (35) Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at a point that is 50' North and 307' East of the SW/C of said SW/4; thence East, and parallel to the South line of said SW/4, a distance of 616"; thence North and parallel to West line of said SW/4, a distance of 20'; thence West and parallel to the South line of said SW/4, a distance of 616'; thence South to the pob. 1.1 City Hall

Parcel 1.2 Fire Station No.1

A Tract of land located in the Southwest Quarter (SW/4) of Section 35, T 12N R 2W of the I.M., in Oklahoma County, Oklahoma, and more particularly described as follows:

Commencing at a point that is 50' North & 50' West of the SW/C of the SE/4 of the SW/4 of said Section 35; thence North and parallel to the West line of said SE/4 of the SW/4 a distance of 10'; thence West and parallel to the South line of said SE/4 of the SW/4 a distance of 76.59'; thence South and parallel to said West line a distance of 10'; thence East and parallel to said South line to the point of commencement. Parcel 1.2 Fire Station

Parcel 4.1. Animal Services

Part of the Midwest City Animal Shelter Final Plat more particularly described as follows:

Beginning at a point on the South line of said plat 111' East of the SW/C; thence North and parallel to the West line of said plat a distance of 5'; thence East and parallel to the South line of said plat a distance of 20'; thence South to the South line of said plat; thence West on the South line of said plat to the point of beginning. Parcel 4.1. Animal Welfare

Parcel 14.1. Regional Park - west

Parts of the Northwest Quarter of Section Two (2) Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Commencing at point 393' East of the NE/C of Lot 13 of Block 15 of Atkinson Park Addition and 50' south of the North Section line of said Section 2; thence East and parallel with the North line of said Section Two a distance of 240.72 ' ; thence South and parallel with the West line of said Section 2 a distance of 74'; thence West 52.56'; thence North 37'; thence West 188.16 ' ; thence North 37' to the pob.

AND

A tract also located in the the above referenced Northwest Quarter of said Section Two (2) Beginning 80' West and 50' South of the NE/C of the NW/4 of said Section 2; thence South and parallel to East line of said NW/4 a distance of 75'; thence East and parallel to the North line of said NW/4 a distance of 75'; thence North 75'; thence West to the point of beginning. Parcel 14.1 Regional Park - west

Parcel 14.2 Regional Park

Part of the Northwest Quarter of Section Two (2) Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

The North 75' of the parcel described as Beginning 80' West and 50' South of the NE/C of the NW/4 of said Section 2; thence South 275'; thence; West 150'; thence North 275' thence East to the point of beginning. Parcel 14.2 Regional Park

Parcel 14.3 Regional Park east

Part of the North Half of Section Two (2) Township Eleven (11) North, Range Two (2) West of the

Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Beginning at a point that is 75' West and 100' South of the NE/C of the said NE/4 thence South and parallel to East line of said NE/4 a distance of 63'; thence West and parallel to the North line of said NE/4 a distance of 90.32'; thence Northwesterly to a point that is 102' South of the North line and 291.32' West of the East line of said Section 2; thence West and parallel to the North line of said Section 2 a distance of 1700'; thence North and parallel to West line of said Section 2 a distance of 71'; thence West and parallel with the North line of said Section 2 a distance of 443'; thence South and parallel with West line of said Section 2 a distance of 73'; thence West and parallel with the North line of said Section 2 a distance of 56.51'; thence North and parallel with West line of said Section 2 a distance of 91'; thence Easterly to a point that is 50' South and 125' West of the NE/C of the said NE/4 ; thence Southeasterly to the point of beginning. Parcel 14.3 Regional Park east



City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

Office: 405.739.1201

tlyon@midwestcityok.org

www.midwestcityok.org

MEMORANDUM

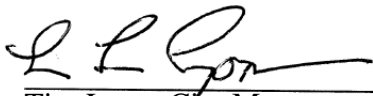
TO: Honorable Chairman and Trustees

FROM: Tim Lyon, City Manager

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of declaring 21 PTAC units, parts only, as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

Delmus Gobble, General Manager of the Sheraton Reed Center, is requesting 21 PTAC air and heat units being replaced as a part of the Delta Conversion.



Tim Lyon, City Manager



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA

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

July 27, 2021 – 6:02 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. **CALL TO ORDER.**

- B. **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 item proposed does not meet with the approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration for adoption, including any possible amendment of, the June 22, 2021 meeting minutes. (Secretary, S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following fund for FY 2020-2021, increase: Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$280,000. (Finance - T. Cromar)
3. Discussion and consideration for adoption, including any possible amendment of a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budget for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budget as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments canceled at the close of day June 30, 2021. (Finance - T. Cromar)
4. Discussion and consideration of accepting, including any possible amendments, the FY 2020-21 Year-End Report of the Trust Board of Grantors and reviewing the FY 2021-22 Community Improvement Grant Program documents and schedule. (City Manager - T. Lyon)
5. Discussion, consideration and possible action to approve an agreement with Midwest Wrecking Co, as may be amended, to demolish a vacant building and other improvements; and to clear, grade and revegetate Lot 5, Block 1, Parklawn Addition (a/k/a 2817 Parklawn DR) for an amount not to exceed \$37,050. (Economic Development - R. Coleman)

C. DISCUSSION ITEM.

1. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T. Cromar)

D. PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

E. NEW BUSINESS. In accordance with State Statute 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.

F. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Minutes

June 22, 2021

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

Chairman Matt Dukes called the meeting to order at 6:23 PM with following members present:

<i>Trustee Susan Eads-Absent</i>	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

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

1. Discussion and consideration for adoption, including any possible amendment of the June 8, 2021 meeting minutes.
2. Discussion and consideration of adoption, including any possible amendment of, the following agreement with Capitol Decisions, Inc. in the total amount of \$90,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2021 through June 30, 2022.

DISCUSSION ITEM.

1. **Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No Action Needed.

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

ADJOURNMENT.

There being no further business, Vice Chairman Byrne adjourned the meeting at 6:23 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

www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of
supplemental budget adjustments to the following fund for FY 2020-2021,
increase: Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$280,000.

This supplement is needed to budget for expenditures to end FY 20-21.

Tiatia Cromar

Finance Director

SUPPLEMENTS

July 27, 2021

Fund SOONER ROSE TIF (352)		BUDGET AMENDMENT FORM Fiscal Year 2020-2021			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	Hospital Authority			280,000	
		<u>0</u>	<u>0</u>	<u>280,000</u>	<u>0</u>
Explanation: To increase budget for expenditures to end FY 20-21. Funding to come from fund balance.					



Finance

100 N. Midwest Boulevard
Midwest City, OK 73110

Office: (405) 739-1245

tcromar@MidwestCityOK.org

www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 27, 2021

SUBJECT: Discussion and consideration for adoption, including any possible amendment of a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budget for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budget as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments canceled at the close of day June 30, 2021.

Staff recommends that the resolution be adopted with the amount provided.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. HA 2021-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2021 TO BE MADE AVAILABLE FOR FISCAL YEAR 2021-2022; AND AMENDING THE BUDGET FOR FISCAL YEAR 2021-2022 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2020-2021 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2021, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2021.

WHEREAS, it is the Hospital Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2021 as chargeable to the FY 2020-2021 budget, renew those same commitments effective July 1, 2021, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2021-2022 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Memorial Hospital Authority have determined it is in the best interest of the Hospital Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2021, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2021, formerly charged against and payable from FY 2020-2021 budget, are hereby cancelled and renewed effective July 1, 2021, to be charged against and payable from additional FY 2021-2022 fiscal year budget amounts to be provided through budget amendments effective July 1, 2021.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2021, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2020-2021 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2021-2022 fiscal year effective July 1, 2021. The FY 2021-2022 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2021 and chargeable to and payable from FY 2021-2022 budget.

Discretionary/Misc (425-9050)	\$ 13,156
In Lieu of Taxes/ROR/Misc (425-9060)	\$ 43,950
H. A. Grants (425-9080)	\$ 50,000

PASSED AND APPROVED by the trustees of the Midwest City Memorial Hospital Authority this 27th day of July, 2021.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 27th day of July, 2021.

DONALD MAISCH, City Attorney



City Manager
100 North Midwest Boulevard,
Midwest City, Oklahoma 73110
(405) 739-1201
tlyon@midwestcityok.org

MEMORANDUM

TO: Chairman and Trustees

FROM: Tim Lyon, General Manager/Administrator

DATE: July 27, 2021

SUBJECT: Discussion and consideration of accepting, including any possible amendments, the FY 2020-21 Year-End Report of the Trust Board of Grantors and reviewing the FY 2021-22 Community Improvement Grant Program documents and schedule.

On Thursday, June 17, 2021, the Trust Board of Grantors met to finalize their FY 2020-21 Year-End Report.

They also reviewed and updated the FY 2021-22 attached grant documents and finalized their schedule. As you may recall, \$590,258 has been budgeted for FY 2021-22.



Tim L. Lyon, City Manager



**Memorial Hospital Authority
Board of Grantors**

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1201

tlyon@midwestcityok.org

**Community Improvement Grant Program
End-of-Fiscal-Year 2020-21 Report**

Board of Grantors (BOG) 2020-21 Activities:

- | | |
|------------------|---|
| June 25, 2020 | The BOG met to elect officers, approve the annual report, grant forms, and determine the grant schedule for the FY 2020-21. |
| August 6, 2020 | The BOG met to discuss and recommend an emergency COVID-19 Small Business Relief Program with a total of \$96,500 in recommendations. |
| August 18, 2020 | The HA Trustees met and approved the recommended funds for \$96,500. |
| August 28, 2020 | Grant funds disbursed to all approved grant applicants. |
| January 5, 2021 | The BOG and HA met for a joint meeting to discuss the remaining \$340,590 in FY 20-21 grant funds, and determined to reopen the program for a second round focused on relieving more businesses still struggling after COVID-19. Applications opened immediately following the meeting. |
| January 21, 2021 | The second round applications deadline was set for the 15 th ; however, due to inclement weather it was extended to the 21 st . |
| March 9, 2021 | Applications delivered to the BOG for evaluations, which were returned to the General Manager on April 13, 2021. |
| April 22, 2021 | The Board met to make recommendations for the remaining funds in the program. |
| April 27, 2021 | The HA approved all recommendations, totaling \$340,590. |

In fiscal year 2020-21, we received forty-two grant applications requesting \$830,905.61 in the first round with 33 awarded at \$96,500. In the second round, we received thirty-seven applications requesting \$1,730,177.21 with \$340,590 awarded.

As you know, the grant program began in fiscal year 1998-99. To date, we have awarded \$8,779,204.17 in community improvement and economic relief grant funds to 416 recipients through the Midwest City Memorial Hospital Authority Community Improvement Grant Program.

Grant History (End-of-Year Report Info.)		
Fiscal Year	# of Apps Awarded	Total Amount Awarded
FY 20-21	53	\$437,090.00
FY 19-20	18	\$458,497.00
FY 18-19	19	\$500,000.00
FY 17-18	18	\$450,000.00
FY 16-17	13	\$450,000.00
FY 15-16	11	\$425,000.00
FY 14-15	10	\$400,000.00
FY 13-14	7	\$350,000.00
FY 12-13	9	\$300,000.00
FY 11-12	11	\$380,344.00
FY 10-11	8	\$169,657.00
FY 09-10	10	\$415,326.00
FY 08-09	12	\$409,738.43
FY 07-08	0	\$0.00
FY 06-07	10	\$500,000.00
FY 05-06	26	\$449,544.74
FY 04-05	28	\$500,000.00
FY 03-04	21	\$250,000.00
FY 02-03	25	\$500,000.00
FY 01-02	30	\$500,000.00
FY 00-01	33	\$500,000.00
FY 99-11	20	\$500,000.00
FY 98-99	24	\$392,504.00
Total to Date	416	\$8,779,204.17

The Board would like to thank the Trustees for their continuing support of the grant program. After all, it is the Hospital Authority that makes this all possible. The Board looks forward to the 2021-22 grant season, and continuing to play its part in the process of improving the Midwest City community.



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard,
Midwest City, Oklahoma 73110
(405) 739-1201
tlyon@midwestcityok.org

Midwest City Community Improvement Grant Program

Introduction (Keep this page for your reference; please do not return this page with the application.)

The purpose of the Midwest City Memorial Hospital Authority (MCMHA) grant program is to improve the quality of life by funding effective projects that address the diverse issues and opportunities facing the Midwest City community.

Applicants are encouraged to demonstrate that they have identified an existing or potential need within the community, and have developed a reasonable and cost efficient method for addressing that need.

Per the Trust Indenture, grant funds are limited to non-reoccurring expenses. Funds may be used for such things as "...improvement to or enhancement of property [with] expected useful life of greater than twenty (20) years, but requests can be considered that include requests for property items that include technology or other software dependent property items that will aid the Beneficiaries; [an] ...initial or single occurrence expenses or projects." However, may not be "...used for or to replace or supplant any existing recurring operating expenses or personal property needs of the Beneficiary...such as maintenance...supplies, salaries...[or] general operating costs."

The Board of Grantors (BOG) will only be accepting applications with one project defined. Under this project you may request multiple of the same item such as 20 radios; however, a request for multiple different items or events will not be considered. Applicants are welcome to complete more than one application, as always.

The BOG will score applications based primarily on the answers provided in "Part III: Project Overview" of the application (page 5) with the most consideration given for the overall benefit and impact to the Midwest City community.

The BOG funding recommendations will be made to the MCMHA at the February 22, 2022 meeting. Following the final determinations, all applicants will be notified of the determinations, and then grant funds will be issued.

All applicants awarded grants must complete a Grant Recipient Agreement (Agreement). This Agreement shall be between the grant recipient and MCMHA for the disbursement, utilization and accountability of any MCMHA funding awarded. The Grant Recipient must agree to use the awarded funds only for the specific purpose(s) and time period(s) stated in the grant application and Agreement.

All grant funds must be used within one year of the date that funds are dispersed. However, upon the written request of a grant recipient, the MCMHA may grant one or more six-month extensions of time within which to spend the grant funds, if proved necessary. If grant funds are not spent in the manner described in the grant recipient's application and/or within the time specified, the grant funds must be repaid to the MCMHA.

As a public trust, MCMHA is subject to the Oklahoma Open Records Act. Thus, all grant documents including the applications and their supporting documentation are public records. Finally, the MCMHA is required by the Internal Revenue Service to issue 1099 forms to all grant recipients; thus, grant funds received by an applicant may be taxable under the IRS Code.

Guidelines for Midwest City Community Improvement Grant Program
(Keep this page for your reference; please do not return this page with the application.)

- ☐ Email will be the main form of communication, so please...please print in clear block letters or type out your email. Failure to do this may result in lost communication and neither the City Staff nor the Board of Grantors will be held responsible.
- ☐ Applications must be postmarked or hand delivered by 5:00 p.m. on Friday, November 8, 2021 to:
Tim Lyon - (405) 739-1201
General Manager/Administrator,
Midwest City Memorial Hospital Authority
100 North Midwest Blvd.
Midwest City, Oklahoma 73110

This deadline is not flexible. Applications received after this deadline will not be considered for funding. Incomplete applications will not be considered for funding.

- ☐ This application is requesting only one project or event. Applications must be double-spaced, typed or clearly printed in block letters in ink. Neither City Staff nor the BOG will not be held responsible for misunderstanding or lost communication on handwritten applications that are not clearly written in block letters. All sections of the application must be completed. (Use “NA” for unrelated sections.) A secondary contact other than the primary contact must be listed. Do not alter the application language.
- ☐ At the time of submission, the application packet must include one (1) original signed and notarized application with ten (10) clear copies of the signed and notarized original. (Do not include the “Instruction Sheets” in the application packet submitted.) A complete packet will have eleven exactly the same applications with one of those being the original.
- ☐ Application packets should be stapled or clipped only. Do not bind the packets. Faxed/emailed applications will not be accepted due to printing costs.
- ☐ Non-profit applicants must attach a copy of their IRS Letter of Determination.
- ☐ Attached pages and/or letters of support from other organizations or individuals in excess of 25 pages are discouraged, unless specifically requested.
- ☐ For the sake of equal opportunity, neither City employees nor the Hospital Authority Trustees can comment on the appropriateness of applications or proposed projects or how they will rate with the Board of Grantors. Applicants are not to contact members of the Board of Grantors outside the confines of a scheduled presentation or meeting involving all Grantors.
- ☐ Deviations from these Application Guidelines must be addressed with the General Manager and then provided in writing to the Board of Grantors. **Again, all applications must be submitted/delivered by November 8, 2021 by 5:00 PM.**

If you have any questions or concerns, please contact Tim Lyon’s office at 405-739-1204 or jdonaldson@midwestcityok.org or tlyon@midwestcityok.org.



**Fiscal Year 2021-22 Grant Application
for the Midwest City Community Improvement Grant Program**

PART I: Applicant Information (print in clear block letters or type):

Applicant Legal Name of Organization: (Should be the same as your IRS determination letter and as supplied on IRS form 990)

1. Contact Person and Title: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Mailing Address (if different): _____

Telephone: _____

E-mail (print in clear block letters or type): _____

Website: _____ Other: _____

2. Secondary Contact Person and Title: _____

Telephone: _____ E-mail: _____

Title of your proposed grant project: _____

Amount you are requesting: _____

Mission statement and/or purpose of applicant organization (Attach the names and contact information of the members of the applicant's current governing body, if the applicant has such a body.):

Applicant Status: Check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

☐ Corporation ☐ Proprietorship ☐ Partnership ☐ Non-Profit

☐ Individual ☐ Government ☐ Limited Liability Co. ☐ Government/City Department

Application Category (Choose only one area that your project might affect the most):

☐ Economic Development ☐ Education ☐ Community ☐ Housing ☐ Safety ☐ Health

☐ Youth and Family ☐ Midwest City Revitalization ☐ Transportation ☐ Other _____

PART II: Application Certification

By signing this application, I certify, that:

- ☐ All provided information is true and correct to the best of my knowledge.
- ☐ I am duly authorized to submit this grant application on behalf of the above named applicant.
- ☐ I understand and agree that I must provide documentation (acceptable to the MCMHA trustees) within 30 days of expenditures proving that funds received were used for the project/activities identified in this application.
- ☐ I acknowledge that any grant funds awarded must be used within the one-year time frame set forth in the Agreement. I further understand that at the end of one year any money not accounted for will be cause to pay back those awarded funds to the MCMHA.
- ☐ I understand and agree that providing false information or failure to provide such documentation as stated above will disqualify the applicant and/or the contact person and any organization represented by them from receipt of any further funds from the MCMHA. I further understand such failure may cause funds previously received to be repaid.

Dated this _____ day of _____, 2021.

Printed/Typed Applicant Name

Applicant Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2021.

Notary Public signature

Commission Number: _____

Expiration date: _____

Notary seal:

PART III: Project Overview

Please provide a thorough answer printed in clear block letters or typed to each of the following questions. If necessary, complete narrative on a blank paper repeating the section (i.e. Part III. A. 1.) and attach it to the application.

A. Description of the proposed grant project (Attach any support documentation).

1. Details of project: _____

2. Achievable Goals and realistic Timeline: _____

3. Objectives: _____

B. Need for this project.

1. Clearly identify the target beneficiaries and share why the Midwest City community needs the proposed project, explaining the evidence to this need: _____

C. Proposed project budget:

1. List in detail what will be purchased with grant funds for this project.

2. Share any other funding resources for this project (e.g. donations, matching). _____

3. State any future sustainability resources that may be needed for this project. _____

4. List documentation you expect to submit for expenditure accountability (e.g. cancelled checks, invoices, bids, receipts etc.) _____

5. Are you willing to accept less than the requested amount? If “No,” please explain. _____

D. Management capacity of your organization.

1. Describe relative experience your organization has in managing and implementing this type of project. _____

2. Give details regarding your management plan for this project, including financial management. _____

3. Are you partnering with other organization(s) in implementing this project, if yes, please describe: _____

E. Explain the evaluation method that will be used to measure the outcome and success of the project (e.g. records, surveys, interviews, pre- and post-tests, community feedback, etc.).

F. Describe the overall benefit and impact of your project to the Midwest City community.

Thank you for your time and effort in applying for a Midwest City Community Improvement Grant!



Midwest City Memorial Hospital Authority
 100 North Midwest Boulevard,
 Midwest City, Oklahoma 73110
 (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

Community Improvement Grant Program - EVALUATION FORM

Evaluation Procedure: Please review the grant submission for each of the application criteria listed below and calculate a numeric rating. Maximum rating points are indicated for each criterion. A total of 100 being the best score possible for awarding grant funds.

Grant Information:

		Points Assigned
A.	Quality of the Proposed Project (Max 10 Points) Is the description of the grant proposal and timeline reasonable, realistic and achievable?	A:
B.	Demonstrated Need for Proposed Project (Max 10 Points) Has the statement of need been clearly stated with evidence to back it up, such as statistics, support letters or surveys?	B:
C.	Appropriateness of Budget (Max 15 Points) Is there adequate budget to support the activity/project design? Is it cost effective? Are there other funding sources? Is there a detailed list of proposed expenditures?	C:
D.	Management Capacity (Max 15 Points) Has the applicant demonstrated its ability to accomplish the proposed request? Does the applicant have the experience/partnerships to manage the grant funds and project properly? Is it clear who will be responsible for the oversight and financial management of the grant?	D:
E.	Program Evaluation (Max 10 Points) Is the desired outcome clearly stated with methodology to measure success of the project?	E:
F.	Overall Impact of the Midwest City Community (Max 40 Points) Does the project have an overall benefit and lasting impact on the Midwest City community?	F:
TOTAL POINTS ACCUMULATED		

Notes: _____



Fiscal Year 2021-22 GRANT RECIPIENT AGREEMENT

This Agreement is made and entered into by and between the Midwest City Memorial Hospital Authority, a public trust (the "Authority"), and _____ ("Grant Recipient").

The purpose of this Agreement is for the parties to establish the terms and conditions under which the Authority makes a grant of funds to the Grant Recipient and the Grant Recipient performs the public function project in the manner described in the application that the Grant Recipient filed with the Authority, a copy of which is attached to and incorporated by reference in this Agreement, further, subject to conditions that may be imposed by the Authority (collectively, the "Grant Requirements").

In consideration of the Authority's payment of grant funds to the Grant Recipient in the amount of \$_____ for _____ (Name of Grant) the public function project described by the Grant Requirements, the Grant Recipient agrees to the following terms and conditions:

1. The term of this Agreement shall be for a period of one (1) year, except with respect to Grant Property as provided for by section 5 below. Grant Recipient must spend the grant funds for the public function project described in the Grant Requirements, which must be used in the manner described in the grant application during the one-year term of this Agreement. Receipts and/or other acceptable proof evidencing the expenditure of the grant funds must be submitted to the General Manager within thirty (30) days of each expenditure.
2. If the Grant Recipient is unable to spend the grant funds for the public function project in the described manner within the one-year period, the remaining balance of the grant funds must be returned to the Authority or a six month extension must be requested from the General Manager/Administrator of the Authority in writing to tlyon@midwestcityok.org or by mail to Tim Lyon, General Manager/Administrator at 100 N. Midwest Boulevard, Midwest City, OK 73110.
3. Grant Recipient is encouraged, but not required, to spend grant funds in Midwest City. The Grant Recipient is urged to purchase commodities needed for its public function project from a Midwest City vendor if possible and practicable.
4. At the conclusion of the project, the Grant Recipient agrees to complete the Grant Outcome Report detailing the process and outcome of the grant-funded project and submit appropriate photographs, newspaper clippings, etc.
5. If grant funds are used to purchase furnishings, equipment or other property ("Grant Property"), such must have a useful life of 20-years and must be used by the Grant Recipient in accordance with the Grant Requirements throughout the 20-year life of the Grant Property. If the Grant Property ceases to be used in accordance with the Grant Requirements during such 20-year period, the Grant Recipient shall within 30 calendar days provide written notice to the General Manager/Administrator, in which case the Authority may, at its election, take possession of the Grant Property, and in such case, the ownership of the Property shall be transferred to the Authority, with the Grant Recipient providing such bills of sale and other evidence of transfer of ownership as requested by Authority. The term of this Agreement shall be 20-years with respect to Grant Property. The provisions of this Section 5 shall have a term of 20-years.

6. It is understood and agreed that this grant is made and shall be administered and carried out in accordance with the provisions and requirements of the Trust Indenture of the Authority, the Operating Contract between the Trust Board of Grantors and the Authority, the Bylaws of the Trust Board of Grantors and the Policies and Procedures of the Authority and the Trust Board of Grantors, each as may be amended from time to time.

This Agreement is approved and executed by the Authority on the _____ day of _____, 2022, and by the Grant Recipient on the _____ day of _____, 2022.

Signature of Grant Recipient

Grant Recipient Name

Grant Recipient Address

Tax ID No. _____

ATTEST:

Midwest City Memorial Hospital Authority

Sara Hancock, Secretary

Matthew D. Dukes, II, Chairman



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard,
Midwest City, Oklahoma 73110
(405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

Community Improvement Grant Program

FISCAL YEAR 2021-22 GRANT OUTCOME REPORT

Date: _____

Applicant Name: _____

Address: _____

Phone: _____ Email: _____

Grant Project Title: _____

Grant Money Awarded: \$ _____ Date of any extensions: _____

Please respond **reflectively** to the following questions related to your grant project:

- Has the project objectives as described in your application been achieved (If no, please explain)? Yes No

- Briefly describe the outcomes/accomplishments of this grant project. _____

- Please report any observations, unexpected outcomes or anecdotal information that resulted from the grant project (e.g. news coverage, community event, photos, etc.). _____

- Please provide feedback regarding your overall grant process experience (e.g. working with Hospital Authority staff/application submission process, etc.) _____

Grant Recipient Signature

Grant Recipient Name (Printed/Typed)



Midwest City Memorial Hospital Authority
Trust Board of Grantors
100 North Midwest Boulevard,
Midwest City, Oklahoma 73110
(405) 739-1201
General Manager/Administrator
tlyon@midwestcityok.org

FY 2021-22 Midwest City Community Improvement Grant Program Schedule

Wednesday, September 1, 2021...Grant Applications available to the public.

Friday, October 29, 2021.....Grant Application submissions close - Deadline at 5:00 PM.

Monday, November 8, 2021.....Grant Applications distributed to Trustees.

Wednesday, January 5, 2022.....Grantors to submit initial evaluations to City Manager's office.

Thursday, January 20, 2022.... BOG meeting at 5:30 PM to discuss evaluations/make recommendations.

Tuesday, February 22, 2022....Grant recommendations on the HA's agenda for possible approval.

Thursday, June 16, 2022.....BOG End-of-Fiscal-Year meeting at 5:30 PM.



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: July 27, 2021

Subject: Discussion, consideration and possible action to approve an agreement with Midwest Wrecking Co, as may be amended, to demolish a vacant building and other improvements; and to clear, grade and revegetate Lot 5, Block 1, Parklawn Addition (a/k/a 2817 Parklawn DR) for an amount not to exceed \$37,050.

The Authority in April 2021 purchased the vacant, dilapidated office building at 2817 Parklawn DR as part of its efforts to clean up the areas around SSM Health St. Anthony Hospital – Midwest. The building is functionally obsolete and is financially unfeasible to repair.

We are currently working with SSM officials to formulate a redevelopment plan for the entire district. In the meantime, the City/Authority and SSM would be best served if the building were cleared and the lot was graded.

On May 26th, 2021, a public notice advertising this bid opportunity was announced in the *Midwest City Beacon* advising of the July 6, 2021 response deadline. Midwest Wrecking Company submitted the best bid and we are recommending approval of same.

Please contact Robert Coleman, Economic Development Director, at (405) 739-1218 with any question.

Respectfully,

Tim Lyon, General Manager/Administrator

CC: Site Photography
Spreadsheet with Bids
Contract

2817 Parklawn DR Demolition Quotes

	K&M	M&M	Midwest	Average
Removal of Building, Planters (only)	\$28,325.00	\$22,005.00	\$14,480.00	\$21,603.33
Removal of All Paving (only)	\$30,700.00	\$28,795.00	\$22,570.00	\$27,355.00
Total Proposal	\$59,025.00	\$50,800.00	\$37,050.00	\$48,958.33

Midwest City Memorial Hospital Authority
100 N Midwest Boulevard, Midwest City, OK 73110
(405) 739-1218

DEMOLITION CONTRACT AGREEMENT

THIS AGREEMENT is made this _____ by and between **Midwest Wrecking Co, P.O. box 14668, Oklahoma City, OK 73113** (the "CONTRACTOR"), and the MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY (the "Authority").

WITNESSETH

That the Contractor and the Authority, for the consideration stated herein, mutually agree as follows:

STATEMENT OF WORK

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services, and must perform in a workman like manner and must comply with all Federal, State and City codes in the demolition and removal of the structure and other improvements located at the address below:

Address: 2817 Parklawn Drive, Midwest City, Oklahoma 73110

I. THE SCOPE OF WORK SHALL CONSIST OF

Demolish and remove from site: Main structure including concrete footings, foundations, stem walls and steps; remove **all** paving, drives, poles, etc. with exception to the retaining wall on the south and west property boundaries and curbing to remain on bordering areas on far north sides; preserves those portions of driveways *only* within right-of-way; curb/island separating the parking to be removed.

Property shall be graded so that it drains toward the street. Contractor is responsible for any dirt that must be introduced to the site to accomplish same. Whenever feasible, natural vegetation shall be retained, protected, and supplemented. The area disturbed shall be box-bladed and graded to match adjoining properties so that water will drain adequately, so as not to pose a public nuisance to any adjoining property.

Contractor must take all reasonable precautions to protect air quality and minimize fugitive dust emissions. If the above indicated demolition has begun but will not be completed within seven (7) days then temporary erosion and sediment controls must be utilized to minimize sediment-laden discharge from the property. Any disturbed area must be stabilized with a permanent vegetative cover that consists of at least a 70% density of native grass. Proof of such stabilization must be noted within thirty (30) days in order to receive payment on contract. All clean up; trash, debris and waste generated by the Contractor shall properly be disposed in a certified licensed landfill.

2. CONTRACT PRICE

The Authority will pay the Contractor for performance of the Contract, in current funds, the sum of **\$37,050** in addition to and above the value of such salvaged materials specified to become the property of the contractor. The City, before making payment, may require the Contractor to furnish release or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, for work under this Contract, if this is deemed necessary to protect its interest.

3. **TIME FOR COMPLETION**

The work, which is required to perform under this Contract shall commence on or after July 27, 2021 and shall be fully, completed on or before September 27, 2021.

4. **SUBCONTRACTS**

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has received from the Authority, written approval of such agreement or permission.

5. **PERMITS AND CODES**

The Contractor shall obtain all necessary permits required by state and local jurisdictions, and comply with all applicable laws required for the performance of this contract by the Authority.

6. **UTILITIES DISCONNECTION**

Before starting demolition, it shall be the responsibility of the Contractor to obtain the proper releases that all utility connections such as water, gas, electric, sewer/septic systems, cable, telephone and any other services to the structures have been disconnected and documented.

Sanitary sewer service line(s) must be capped at the main by a City of Midwest City licensed plumber as witnessed by a City of Midwest City plumbing inspector.

7. **REMOVAL AND SALVAGE OF EXISTING IMPROVEMENTS**

The Contractor shall demolish and remove all buildings and structures as specified in the scope of work unless otherwise specified, no dwelling structure shall be removed from the premises in whole or substantially whole condition, but all such buildings shall be demolished on the premises.

(a) Upon the demolition and/or removal from the premises of a building or structure in accordance with this Contract, such building or structure, or the remains thereof, shall become the property of the Contractor, except that personal property of third persons shall not become the property of the Contractor.

(b) Storage of salvage materials and equipment on the Project Area will be permitted only for the duration of the Contract. And such storage shall, at no time, interfere with the activities of the City of Midwest City or of other contractors. Materials and equipment must be kept at least ten (10) feet from adjoining properties.

8. **INSPECTION**

(a) The Authority shall have the right to inspect the work at all times. The contractor must arrange to have an Authority representative meet at the demolition site prior to commencing the work in order the guarantee the location is correct and to answer any question relating to the job.

(b) A final inspection is required prior to releasing any funds.

9. **CARE OF WORK**

The Contractor shall be responsible for all damages to person(s) or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance,

whether or not the same has been covered in whole or in part by payments made by the Authority.

10. **ACCIDENT PREVENTION**

The Contractor shall exercise proper precaution at all times for protection of persons and property, and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his execution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Authority and the City of Midwest City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with the safety provisions of OSHA to the extent that such provisions are not in conflict with applicable local laws.

11. **INDEMNIFICATION**

The Contractor shall indemnify and hold the Authority and the City of Midwest City, its agents, officers, and employees harmless from all claims, actions, expenses, and liability due to any injury or damage to persons or property resulting from his execution of work under this Contract.

12. **INSURANCE**

- (a) The Contractor shall carry or require that there be carried Manufacturers and Contractor's Public Liability Insurance with limits of \$100,000/300,000/100,000 to protect the Authority, Contractor and his subcontractors against claims for injury or death of one, or more than one, person due to accidents which may occur or result from operations under the Contract. Such insurance shall cover damages in the use of all equipment, hoists, and motor vehicles on the site or hauling materials or debris from the site.
- (b) Contractor shall procure and maintain at his own expense, during the Contract time, in accordance with the provision of the laws of the State of Oklahoma, workers Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require each sub-contractor similarly to provide Workers Compensation Insurance including occupational disease provisions for all of the latter's employees unless such employees engaged in hazardous work under this contract at the site of the project is not protected under Workers Compensation statutes, Contractor shall provide and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

13. **CANCELLATION OF CONTRACT**

This contract may be terminated prior to the expiration of the contract period by unanimous written agreement by the parties to the contract. The Authority may also unilaterally terminate or suspend this contract, in whole or in part, by a ten (10) day written notice from the Authority to the Contractor for the following reasons:

- (a) Failure to perform the services set forth and requirements incident thereto,
- (b) Submission of reports or any documents pertaining to this contract which contain Misrepresentation of any material respect,
- (c) The carrying out of the contract is rendered improvable, unfeasible, impossible, or illegal,
- (d) Upon the recommendation of the Authority that said contract be suspended or terminated.

Termination or suspension shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

14. **CHANGES**

Authority may request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendment(s) to this Contract.

15. **INDEPENDENT CONTRACTOR STATUS**

It is the intent of the parties that the Contractor's relationship to the Authority is one of an Independent Contractor. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with City of Midwest City or the Authority. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

16. **EMPLOYEE BENEFITS**

The Contractor has full responsibility for payment of worker's compensation insurance, unemployment insurance, Social Security, state and federal income tax, and any other deductions required by law for its employees.

17. **REPORTS AND INFORMATION**

The Contractor, at such times and in such times and in such forms as the Authority may require, shall furnish the Authority such reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

18. **CONFLICT OF INTEREST**

Contractor agrees that he will not hire any employees of the City of Midwest City or the Authority to assist in the contracted project.

19. **INTERPRETATION OF CONTRACT PROVISIONS**

In the event of any disagreement between Authority and the Contractor, relative to the provisions of this Contract, the details of such disagreement shall be forwarded to the legal counsels of both parties for review and recommendation and such recommendation forwarded to the Authority's Board of Trustees who jointly shall make the final determination. Any action filed concerning any issues that may arise under the terms and conditions of this contract must be filed in the District Court for Oklahoma County or in the Federal District Court for the Western District of Oklahoma

20. **SEVERABILITY CLAUSE**

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

21. **GOVERNMENT TORT**

The Authority is a political subdivision of the State of Oklahoma. The Authority is covered by the Oklahoma Governmental Tort Claims Act at Title 51 of the Oklahoma Statutes, Section 151 et seq. Any action filed against the Authority must be filed in accordance with the Oklahoma Governmental Tort Claims Act

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

BY: Chris Hates
Signature

Chris Hates, U.P.
Name and Title

ATTEST:

Raiveakalah
Notary Public



My Commission expires: 5/7/23

Commission Number: 15004350

Midwest City Memorial Hospital Authority

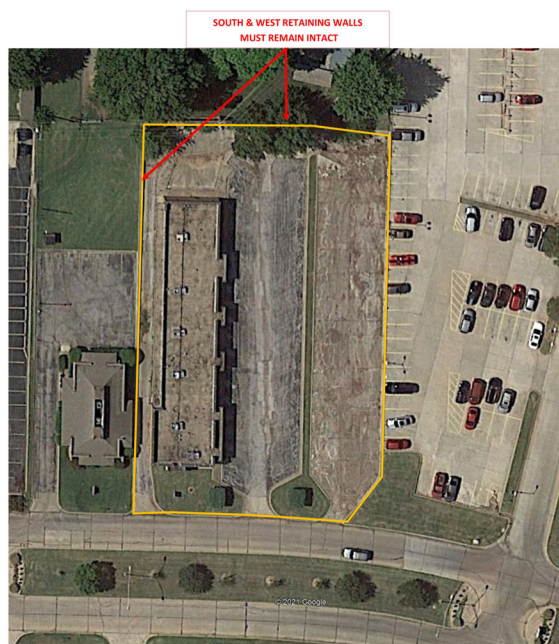
By: _____
Chairman Matthew D. Dukes, II

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

Don Maisch, General Counsel
Midwest City Memorial Hospital Authority

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ for the Midwest City Memorial Hospital Authority, a Public Trust under the laws of the State of Oklahoma. In witness whereof I have set unto my hand an official seal the day and year last written above as attestation for both acknowledgements.

Sara Hancock, Secretary
Midwest City Memorial Hospital Authority





DISCUSSION ITEM





Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: July 27, 2021

Subject: Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President of Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





ECONOMIC DEVELOPMENT COMMISSION AGENDA

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

July 27, 2021 – 6:03 PM

Presiding members: Chairman Matt Dukes

Commissioner Susan Eads

Commissioner Sean Reed

City Manager Tim Lyon

Commissioner Pat Byrne

Commissioner Christine Allen

City Clerk Sara Hancock

Commissioner Española Bowen

Commissioner Rick Favors

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **CONSENT AGENDA.**

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

1. Discussion and consideration for adoption, including any possible amendment of, the June 22, 2021 meeting minutes. (Secretary, S. Hancock)
2. Review of the Communications, Marketing, and CVB Quarterly Activity Report for the period ending June 30, 2021. No action is necessary; this item is presented for informational and discussion purposes only. (Communications, Marketing and CVB - J. Ryan)
3. Review of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending June 30, 2021. No action is necessary; this item is presented for informational and discussion purposes only. (City Manager - T. Lyon)

C. **NEW BUSINESS/PUBLIC DISCUSSION.**

The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Commission on any Subject not scheduled on the Regular Agenda. The Commission 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 Commission will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COMMISSION ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COMMISSION.**

D. **ADJOURNMENT.**



CONSENT AGENDA



Notice for the Midwest City Economic Development Commission special meeting was filed with the City Clerk of Midwest City atleast 48 hours prior to the meeting. 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 Economic Development Commission Minutes
Special Meeting

June 22, 2021

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 6:23 PM with the following members present:

<i>Commissioner Susan Eads-Absent</i>	Commissioner Sean Reed	City Manager Tim Lyon
Commissioner Pat Byrne	Commissioner Christine Allen	Secretary Sara Hancock
Commissioner Española Bowen	Commissioner Rick Favors	City Attorney Don Maisch

DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendment, to approve the minutes of the April 27, 2021 meeting, as submitted.** Allen made motion to approve the minutes, as submitted, seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: Eads. Motion carried.
- 2. Discussion and consideration for adoption, including any possible amendment, of entering into a contract with the Midwest City Chamber of Commerce for Fiscal Year 2021-22 for \$3,000 per month to implement economic development events in the City of Midwest City.** Reed made motion to approve the contract, seconded by Byrne. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: Eads. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:25 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Communications and Marketing

100 N. Midwest Blvd.
Midwest City, OK 73110
jryan@midwestcityok.org
Office: 405-739-1206
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Joshua Ryan, Communications and Marketing Director

DATE: July 27, 2021

SUBJECT: Review of the CVB Quarterly Activity Report for the period ending June 30, 2021. No action is necessary; this item is presented for informational and discussion purposes only.

The Quarterly CVB Activity Report is developed by Susan MacQuarrie, Convention & Visitors Bureau Manager, and is attached for your review.

Joshua Ryan, Communications and Marketing Director



Convention & Visitors Bureau Activities: Q4 April, May, June 2021

The mission of the Convention & Visitors Bureau is to stimulate Midwest City's economic vitality through tourism by positioning and selling the community in partnership with public and private sectors as a premier destination for conventions, tradeshow, corporate meetings, group tours, and individual leisure travel. The CVB offers assistance with site tours and acquiring bids at our hospitality venues and information on special events, dining, catering, entertainment and local attractions.

In pursuit of its mission, the CVB generates increased visitor spending for the overall business community through creative marketing programs, attractive incentive packages, and special events.

- There has been measurable change in private travel since mid-February. Consumers are requesting / accessing trip planning resources through TravelOK, Certified Folder and direct requests. Over 1039 guides were requested online from TravelOk this quarter.
- 3711 visitor's guides were requested in FY 2020/2021. March was the largest request month of 591 requests. This was one of the first indications that the Travel & Tourism industry was indeed rebounding quicker than projected.
- The CVB reprinted 3000 more visitors' guides to keep up with demand.
- The CVB provided over 385 welcome bags to visiting groups this quarter. A welcomed opportunity, although significantly lower than average.
- Predictions are for a 70% rebounded fall conference season in most markets. The social markets may experience an uptick this summer and fall, particularly family reunions and weddings. It will take the hospitality industry some time to fully recover.
- The CVB is waiting on updated booking numbers from the conference center. Although we do not have exact dates for all groups that have rebooked; the trend is looking positive.
- The CVB recently attended two in person, yet slightly modified industry conferences. The May OTIA (Oklahoma Travel Industry Association) conference exercised close-contact limitations with eased social distancing. The June OSAE (Oklahoma Society of Association Executives), Midwest City's prime market segment, was limited to 1 day instead of the typical 3 day event.
- Midwest City contributed silent auction baskets to both conferences. The custom "See How We've Bloomed" basket focused on the new Sooner Rose development with gift card 'blooms' in a transparent purple watering can.
- The conferences proved to be very informative regarding the post-COVID travel growth and meeting planner booking trends. This assembly of travel and tourism experts provided an understanding of the challenges and prospects that destination marketing organizations will encounter as the industry moves to a full recovery.
- Attending these industry events were both exciting, enlightening and refreshing to be amid peers, partners and prospects after the long "COVID pause". Hotel / Conference Center operators, event planners and destination marketers seem to be optimistic and encouraged.

- As anticipated, employing staff in hospitality, food & beverage and hotel services is identified as the major hindrance in keeping up with the recovery.
- The CVB, the Communications & Marketing Department, Human Resources and the Midwest City Chamber of Commerce will be hosting a joint effort all-industry hiring event (job fair) on Thursday, August 26 at the Midwest City Nick Harroz Community Center. The event will feature vendor booths, private application completion area and on-the-spot interview opportunities.

Please note: The CVB does not work with every group booked at the center. The CVB works with groups who seek the CVB's support in a convention services capacity that exceeds reasonable expectations of the conference center staff. This includes; but is not limited to, conference planning, welcome bags, exhibitor participation, conference sponsorship, assistance with registration, name tags, welcome speeches, proclamations, transportation to off property events. The CVB welcomes opportunities to groom accounts, secure repeat bookings, and to offer groups special attention they do not get in other cities. Current bookings, status and value amounts (to the best of CVB knowledge) as of July 2021:

<u>Group booking Status</u>	<u>Economic Impact</u>
Definite - 7	\$ 297,000
Tentative - 2	\$ 110,000
Pending - 4	<u>\$ 80,500</u>
Total: 13	\$ 487,500

Midwest City Hotel / Motel Assembly Quarterly) Meeting – We are excited to consider the following dates to relaunch our quarterly Midwest City Hotel / Motel Assembly meetings:

Tuesday, September 14, 2021

Tuesday, December 14, 2021

Tuesday, March 15, 2022

Tuesday, June 14, 2022

CVB Marketing Campaigns-

○ **Digital**

- **Website** – www.visitmidwestcity.com Online request form for visitors guide directly to CVB. Tourism video is budgeted to be updated FY 21/22.
- **Social Media – Facebook & Twitter-** posts are made on a regular basis on all social media resources. Some weeks with heavy events or activities, multiple posts are made on a daily basis.
- **Cross promote** – Rose State College activities, Hudiburg Chevrolet Center shows & events, Parks & Recreation Activities & Special Events, Shopping, dining and Hotels.

○ **Print**

- We have continued to foster our relationship with MWC Beacon Sales whereas we are a first call for special advertising rates.
- **OTRD – Oklahoma Tourism & Recreation Department** – Advertisements in the State Travel Guide and the Outdoor Guide for 2022 have been secured. For the first time, we

were able to participate in two consumer trade marketing events this quarter. We sent information with the TravelOK team to The American Bus Association conference and a customized, double sided rack brochure card to the Honda Goldwings “Wing Ding” convention. Participating in these specialized road shows with other Oklahoma communities has been a long-time interest.

- Visitors Guide distribution at all state Welcome Centers and online request fulfillment program. The OTRD Fulfillment Program has been a pleasant surprise with over 3700 visitor’s guides requested.
 - **OSAE – Oklahoma Society of Association Executives** – Member and Sponsor, ad in quarterly meeting planner magazine. OSAE is the state’s premier organization for meeting planner networking and showcasing meeting facilities and hotels.
 - **OTIA- Oklahoma Travel Industry Association-** Member & Sponsor. Midwest City attended the recent conference and Redbuds awards. OTIA continues to offer complimentary continued education training webinars.
- **Cross Promotion & Marketing-** The Communication & Marketing Department continues to work closely with the Parks & Recreation Dept., Rose State College/ Hudiburg Chevrolet Center, Town Center Plaza and the Chamber of Commerce to ensure the overall brand message & public impression that Midwest City is the ideal place to work, shop, live, educate and visit. Although the CVB promotes all the aspects of Midwest City; the focus of the CVB is to market, promote, position and sell the tourism amenities featured in Midwest City.
- **Special Events** – With the move, the CVB, Public Information Office and Special Events have now effectively merged into the Communication & Marketing Team. The team encompasses the programing, sponsorships, marketing, execution and follow-up for Midwest City special events.
 - Increased vaccinations and continued public optimism, many regular community and tourism related special events will resume this year.
 - As some events had to be cancelled or reimagined due to the pandemic; realizing success and identifying growth potential, several new events will be fine-tuned and added to the regular event line-up this year. The new **Rockin’ Regional** concert in September will be widely promoted to bring visitors from across the state.
 - All available resources are utilized to promote all Midwest City special events including Websites, Newsletters, Social Media, Digital and Print.

Submitted By: **Susan MacQuarrie, July 9, 2021**



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: Tim Lyon, City Manager

DATE: July 27, 2021

SUBJECT: Review of the Midwest City Chamber of Commerce's Quarterly Activity Report for the period ending June 30, 2021. No action is necessary; this item is presented for informational and discussion purposes only.

The Chamber of Commerce has provided the attached report.

Tim Lyon, City Manager

**Midwest City Chamber of Commerce
Quarterly Report
Wednesday, July 14, 2021**

The following is a quarterly report of the Midwest City Chamber of Commerce staff's economic development activities for the quarter ending July 14, 2021.

Friday, April 16, 2021: Chamber staff assisted TAFB with promotion of "Purple Up Day!" Celebrating Month of the Military Child, by wearing purple and promoting via email marketing and social media platforms.

Thursday, April 22, 2021: Chamber Director met with Denise Powell to discuss acceptance of her role as Assistant to the Project Manager for the 2021 Tinker and the Primes.

Friday, April 30, 2021: Chamber staff hosted a Tinker and the Primes Planning Committee Meeting.

Wednesday, April 28, 2021: Chamber staff hosted a monthly board meeting.

Tuesday, May 4, 2021: Chamber staff held a table at the Oklahoma Tourism Week at the Welcome Center in Midwest City.

Monday, May 10, 2021: Chamber staff participated in a Community Planning meeting via Zoom.

Tuesday, May 18, 2021: Chamber staff attended the Center of Workplace Excellence, Aerospace, and Cybersecurity Luncheon held at the RSC Student Union.

Wednesday, May 19, 2021: Chamber Director and staff participated in a tele-con with TAFB Leadership regarding the 2021 Tinker and the Primes.

Tuesday, May 25, 2021: Chamber staff hosted a monthly Board meeting.

Wednesday, May 26, 2021: Chamber Director attended a Retirement Ceremony for Bob Sandlin at TAFB.

Wednesday, June 2, 2021: Chamber staff hosted a Tinker and the Primes Planning Committee meeting.

Tuesday, June 8, 2021: Chamber staff attended a Veterans Day Parade Planning Committee meeting at the MWC Community Center

Friday, June 11, 2021: Chamber staff attended Col. Filcek's Change of Command ceremony at TAFB.

Wednesday, June 16, 2021: Chamber staff hosted a Community Marketing meeting.

Tuesday, June 22, 2021: Chamber staff hosted a monthly Board meeting.

Wednesday, June 30, 2021: Chamber staff attended a Tinker and the Primes meeting at the Reed Center.

Tuesday, July 6, 2021: Chamber staff participated in a tele-com meeting with Tinker AFB Leadership regarding the 20221 Tinker and the Primes.

Thursday, July 8, 2021: Chamber staff hosted a meeting to plan "Celebrating Education", a joint event hosted by Del City Chamber and Midwest City Chamber to benefit Mid-Del Public Schools.

Friday, July 9, 2021: Chamber staff hosted a Community Marketing meeting.

Tuesday, July 13, 2021: Chamber staff attended and presented at an Air Force Association (Gerrity Chapter) meeting.

Wednesday, July 14, 2021: Chamber staff assisted and attended a Sunrise Social at Boomarang Restaurant in Midwest City.

Wednesday, July 14, 2021: Chamber staff attended a Tinker and the Primes meeting at the Reed Center, with Reed Center staff.

Chamber staff continues to provide information, referrals and support for the continued efforts of economic development, in addition to daily ongoing Tinker and the Primes registration, sponsorships and meetings with all Tinker Air Force Base contacts and committee participants, in preparation for the conference.


Marcy Jarrett
Executive Director
Midwest City Chamber of Commerce



NEW BUSINESS
PUBLIC DISCUSSION





CITY OF MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA

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

July 27, 2021 – 6:04 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. 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 item proposed does not meet with the approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration for adoption, including any possible amendment of, the June 22, 2021 meeting minutes. (Secretary, S. Hancock)
2. Discussion, consideration and possible action to declare a \pm 2.717 acre lot lying the Northeast Quarter of the Northwest Quarter of Section 27, Township 12 North, Range 2 West of the Indian Meridian, (a/k/a Lot 1, Soldier Creek Industrial Park and/or 2290 Soldier Street) surplus; and to enter into a real estate agreement with The Hub Bike Park, LLC, to sell the property for \$71,016 less Closing costs. (Economic Development - R. Coleman)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Utilities Authoring special meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. 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 Utilities Authority Minutes
Special Meeting

June 22, 2021

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 6:25 PM with the following members present:

<i>Trustee Susan Eads-Absent</i>	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	Secretary Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

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

1. Discussion and consideration for adoption, including any possible amendment of the June 8, 2021 special meeting minutes.
2. Discussion, consideration and possible action to amend and/or extend an Exclusive Listing Agreement with Skybridge Real Estate, L.L.C. for professional real estate services.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:25 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Utilities Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: July 27, 2021

Subject: Discussion, consideration and possible action to declare a \pm 2.717 acre lot lying the Northeast Quarter of the Northwest Quarter of Section 27, Township 12 North, Range 2 West of the Indian Meridian, (a/k/a Lot 1, Soldier Creek Industrial Park and/or 2290 Soldier Street) surplus; and to enter into a real estate agreement with The Hub Bike Park, LLC, to sell the property for \$71,016 less Closing costs.

The Hub Bike Park, LLC desires to purchase 2290 Solder Street to develop as a recreational facility with a focus on off-road bicycles. This is the westernmost lot within the Soldier Creek Industrial Park and it lies adjacent to the SCIP Trail.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,



Tim Lyon, General Manager/Administrator

Attachment: SCIP Final Plat
Real Estate Agreement

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for Purchase and Sale of Real Estate made and entered into this ____ day of _____, 2021, by and between the Midwest City Utilities Authority, an Oklahoma public trust (the "Seller"), and The Hub Bike Park, LLC, or assigns (the "Buyer"), is made with reference to the following facts:

(i) Seller owns a certain tract of real property located in Oklahoma County, Oklahoma, more particularly described on Exhibit "A," ("Overall Property") attached hereto and made a part hereof.

(ii) Seller desires to sell and Buyer desires to purchase a portion of the Overall Property containing approximately 118,359.28 square feet, as approximately depicted on Exhibit "B" attached hereto and made a part hereof, all improvements thereon and appurtenances thereunto belonging ("Property"), in accordance with the terms, conditions and provisions of this Agreement. The exact legal description and square footage/acreage of the Property shall be determined by the survey, as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other fair and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Seller agrees to sell, and Buyer agrees to purchase, the Property for the consideration and on the terms hereinafter provided, free and clear of all mortgages, security interests, liens, encumbrances and charges whatsoever.

2. Purchase Price. The purchase price for the Property shall be Seventy One Thousand Sixteen Dollars (\$71,016.00); provided that the exact Purchase Price shall be calculated on the basis of Sixty Cents (\$0.60) per gross square foot of land contained in the Property, payable as follows:

2.1. Earnest Money. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) (the "Earnest Money") shall be delivered to First American Title Insurance Company, 3000 W. Memorial Rd., Suite 216, Oklahoma City, Oklahoma 73120; (405) 848-8800 (the "Escrow Agent"), within two (2) business days of the execution of this Agreement by both parties, and shall be held by said Escrow Agent under the terms and conditions of this Agreement, to be applied to the purchase price payable at Closing. The Escrow Agent may place said Earnest Money in an interest bearing account, and the party to whom said Earnest Money is ultimately delivered shall receive any such interest earned.

2.2. Cash. The sum of Sixty Eight Thousand Five Hundred Sixteen Dollars (\$68,516.00) shall be paid by Buyer to Seller by bank cashier's or certified check or wire transfer, at Closing.

3. Closing. The consummation of the transaction and the delivery of the documents referred to herein shall occur at the "Closing". The Closing shall take place within thirty (30) days after the expiration of the Access and Feasibility Study period. The Closing shall take place at the office of the Escrow Agent.

4. Title Material. Buyer shall obtain a commitment for title insurance from First American Title Insurance Company on said Property showing a merchantable title in the Seller, according to the standards adopted by the Oklahoma Bar Association, free and clear of all liens and encumbrances except those shown herein. The Buyer shall have fifteen (15) days to have the commitment examined and furnish any objections in writing to the Seller, or its agents herein, and the Seller shall have not to exceed sixty (60) days from the notice thereof to correct such defects, unless such time is further extended by agreement in writing. If Seller is unable to cure or elects not to cure any of Buyer's objections, Buyer may elect to either (a) accept title as it is and proceed to Closing without a reduction in the Purchase Price, or (b) terminate this Agreement and its Earnest Money shall be returned and the parties shall have no further obligations to each other. Said commitment is to be delivered to the attorney for Buyer for examination.

5. Representations and Warranties.

5.1. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Condemnation. Seller has no knowledge that the Property, or any part thereof, is or will be the subject of or affected by any condemnation, eminent domain, or similar proceeding.

(b) Litigation. To Seller's knowledge, there is no existing or threatened action, suit or proceeding affecting the Property, or any part thereof, or relating to or arising out of the ownership and use of the Property or any part thereof, in any Court or before or by any Federal, State, County or Municipal department, commission, board, bureau, agency or governmental instrumentality.

(c) Legal Compliance. To Seller's knowledge, Seller has complied with all Federal, State and local laws and administrative regulations relating to the ownership of the Property including.

(d) Options. Seller has not granted to any person, firm or other entity a right or option to acquire the Property, or any part thereof, which has not been heretofore terminated in full.

(e) **Taxes.** All general taxes and special assessments relating to the Property due and payable with respect to calendar years prior to 2021 shall have been paid in full and discharged prior to Closing.

5.2. Buyer's Representations and Warranties. The Buyer represents and warrants to Seller that Buyer has the authority and power to enter into and carry out the provisions of this Agreement; and that the execution and performance of this Agreement will not conflict with or result in any breach of the terms and provisions of any instrument or agreement to which Buyer is a party.

5.3. Survival. The foregoing representations and warranties of Seller and Buyer shall survive the Closing.

6. Access and Feasibility Study. Seller shall provide Buyer, its agents and employees, access to the Property for the purpose of conducting, at Buyer's sole cost, liability and expense, (from which Buyer shall indemnify and hold Seller harmless), feasibility, adequacy of drainage, environmental, engineering and topographic studies, including inspections, surveys, test borings, soil analyses and all other studies, tests, inspections, analyses and surveys reasonably necessary in the opinion of Buyer to establish to Buyer's satisfaction that the Property is suitable for Buyer's intended use and that utilities are reasonably available to the Property and that appropriate percolation tests may be conducted. All of Buyer's obligations hereunder shall be subject to such studies, tests, inspections, analyses and surveys. If within ninety (90) days after the execution of this Agreement, Buyer should determine that the Property is unsuitable, Buyer may, at its option, (i) accept the condition of the Property and proceed to Closing; or, (ii) terminate this Agreement by notice in writing to Seller, in which event after the return of the Earnest Money to Buyer, neither party shall have any further obligations to the other hereunder. Upon the expiration of the Access and Feasibility Study period, if Buyer has not elected to terminate the Agreement, the Earnest Money shall become non-refundable, except in those circumstances as provided for herein.

7. Condition of Property. Pending Closing, Seller shall maintain the Property in the condition existing as of the date hereof, ordinary wear and tear excepted.

8. Conditions Precedent. The obligation of Buyer hereunder at Closing shall be subject, at Buyer's option, to the following conditions:

8.1. Performance by Seller. The Seller shall perform all its obligations to be performed hereunder at or prior to Closing.

8.2. Representations and Warranties. All representations and warranties of the Seller hereunder shall be true and correct as of Closing.

8.3. Title. Marketable title to the Property shall be vested in Seller in fee simple absolute, subject to no mortgage, pledge, lien, encumbrance, security interest or

charge, except such matters as shall have been approved by Buyer in writing. "Marketable title" shall be determined according to current title standards adopted by the Oklahoma Bar Association.

8.4. Condemnation. Neither the Property, nor any part thereof, shall have been condemned by any authority having that right and power, nor shall the Property or any part thereof be the subject of any pending or threatened eminent domain proceeding.

8.5. Alteration. Neither the Property, nor any part thereof, shall have been materially altered prior to Closing.

8.6. Environmental Audit. Buyer shall have the absolute right to conduct, at Buyer's expense, a Phase I and/or Phase II Environmental Audit to determine that the Property is suitable for the needs of Buyer. Buyer shall have until the expiration of the Access and Feasibility Study period to notify Seller of the acceptability of such Audit. If no notice is given to Seller by Buyer within such time, the Audit shall be deemed acceptable.

8.7. Survey. Seller is platting the Overall Property. After the plat has been recorded, Seller shall obtain an ALTA survey of the Property in a form acceptable to induce survey protection under the title commitment called for herein which shall also contain the legal description for the Property to be attached to the deed at Closing. The cost of such Survey shall be paid by Seller.

9. Conditions Precedent to Seller's Obligations. The Seller's obligations hereunder shall be subject, at its option, to the conditions that Buyer perform all its obligations to be performed hereunder at or prior to Closing and that all representations and warranties of the Buyer hereunder are true and correct as of Closing.

10. Termination of Agreement.

10.1. Termination. Either party may terminate this Agreement, at or prior to Closing, by notice to the other party if any of the conditions precedent to that party's obligations hereunder shall have not been satisfied within the times prescribed herein.

10.2. Return of Earnest Money and Interest to Buyer. If this Agreement is terminated by Buyer on account of Seller's failure or inability to satisfy any condition precedent to Closing, and Buyer is unwilling to waive such condition, neither party shall have any further obligations hereunder except that Escrow Agent shall promptly refund to Buyer the Earnest Money delivered in escrow pursuant to paragraph 2.1 hereof.

10.3. Delivery of Earnest Money and Interest to Seller. In the event Buyer refuses or is unable to close the transaction described herein despite the satisfaction of all conditions precedent to Buyer's obligations hereunder, Escrow Agent shall deliver the Earnest Money delivered in escrow, pursuant to paragraph 2.1 hereof, to Seller as full and complete liquidated damages, and without further liability of either party to the other and, in such event, neither party shall have any further obligations hereunder.

10.4. Specific Enforcement. In the event that Seller refuses or is unable to close this transaction despite the satisfaction of all conditions precedent to Seller's obligations hereunder, Buyer shall be entitled, at its option, to specifically enforce the terms of this Agreement. The prevailing party shall be awarded attorney fees and costs.

11. Transactions at Closing. The following transactions shall take place at Closing:

11.1. Warranty Deed. A General Warranty Deed, in Oklahoma statutory form and describing the Property, shall be executed and delivered by Seller to Buyer.

11.2. Documentary Stamp Taxes. Seller shall pay all sums necessary for the purchase of Documentary Stamps required to be affixed to the Warranty Deed under Oklahoma law.

11.3. Proration of Taxes. All Ad Valorem Taxes accruing or assessed with respect to the Property during the calendar year 2021 shall be prorated on the basis of the calendar year 2021 between Buyer and Seller as of the date of Closing. If the amount of such general taxes cannot be ascertained at Closing, such proration shall be on the basis of taxes assessed with respect to the previous calendar year, but shall be subsequently adjusted when such determination can be made.

11.4. Payment. Buyer shall pay to Seller, by certified or bank cashier's check or wire transfer, all sums owed under subparagraph 2.2 hereof, and the amount held by Escrow Agent in accordance with paragraph 2.1 hereof shall be delivered to Seller.

12. Cooperation of Seller. Seller shall deliver to Buyer, immediately upon Seller's execution hereof, any surveys, prior title policies, building plans, environmental reports, or soil reports, pertaining to the Property, that the Seller has in its possession.

13. Expenses. Except as otherwise provided herein, expenses shall be paid as follows: a) Abstracting, title commitment and title policy: Seller; b) Survey: Seller; c) Closing or escrow fee: ½ Seller, ½ Buyer; d) Documentary Stamps: Seller; e) Mortgage Tax: Buyer; f) Loan costs: Buyer. Each party will bear and pay its own expenses of negotiation and consummating the transactions contemplated hereby, including attorney fees.

14. Brokers. Malek Massad with Skybridge Real Estate has been Seller's broker to this transaction, whose commission shall be paid by Seller pursuant to separate agreement. Avenue Commercial Real Estate, LLC (the, "Buyer's Broker") represents the sole interest of the Buyer. Seller shall pay a commission of three percent (3%) of the Purchase Price at Closing to Buyer's Broker. The parties agree that there has been no other broker, finder or other intermediary involved in this transaction and each party shall indemnify the other against all loss, cost, damage or expense, including attorney fees, should any such broker, finder or intermediary make any claim against the nondefaulting party.

15. Notices. All notices, requests, demands, instructions, other communications called for hereunder or contemplated hereby shall be in writing and shall be deemed to have been given if sent by overnight delivery, email transmission, personally delivered in return for a receipt, or if mailed by registered or certified mail, return receipt requested, three days after the date of such mailing, to the parties at the addresses set forth below. Any party may change the address to which notices are to be given hereunder by giving notice in the manner herein provided.

15.1. Seller. Notices to Seller shall be addressed as follows:

Midwest City Utilities Authority
Attn: Robert Coleman
100 N. Midwest Boulevard
Midwest City, OK 73110-4327
Phone: (405) 739-1218
Email: rcoleman@midwestcityok.org

Katharine C. Oakley
3048 N. Grand Boulevard
Oklahoma City, OK 73107
Phone: (405) 659-2045
Email: katieoakley786@gmail.com

15.2 Buyer. Notices to Buyer shall be addressed as follows:

The Hub Bike Park, LLC
Attn: Steven VanCauwenbergh
800 NE 63rd Street, Suite 200
Oklahoma City, OK 73105
Phone: (405) 371-2299
Email: allpromedia@gmail.com

16. Time of the Essence. Time shall be of the essence with respect to the performance by the parties of their respective obligations hereunder.

17. Whole Agreement – No Oral Modifications. This Agreement embodies all the representations, warranties and agreements of the parties hereto and may not be altered or modified except by an instrument in writing signed by the parties.

18. Benefit of Agreement. This Agreement shall be binding and inure to the benefits of the parties and their respective heirs, successors and assigns.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts.

20. Counterparts and Signatures. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same instrument. Confirmed facsimile and electronic signatures are binding.

21. Offer Available. The foregoing offer is made subject to acceptance in writing hereon by the Buyer on or before 5:00 p.m. Central Time, the ____ day of _____, 2021, and the return of an executed copy to the undersigned of this document. If not so accepted, this offer shall be deemed withdrawn and of no force and effect.

22. Miscellaneous Provisions. The parties agree as follows:

(a) Formal Approval of Agreement. Buyer acknowledges that this Agreement and the Closing contemplated hereunder are wholly contingent upon the Seller obtaining the formal approval of the Midwest City Utilities Authority in an open meeting.

(b) Warranty Deed Restriction. Buyer acknowledges that the Warranty Deed shall contain language that the Property shall remain on the tax rolls of Oklahoma County and the City of Midwest City in perpetuity so that the Property shall never be exempt from taxes, regardless of the status of the owner of the Property.

(c) Utilities. Seller, at Seller's cost and expense, agrees to bring the following utilities to the Property boundary line: electricity, natural gas and telecommunications ("Utilities"). Seller shall bring the Utilities to the Property boundary line following Buyer's filing of construction documents with the City of Midwest City as part of its application for a building permit. The obligations of Seller under this paragraph shall survive Closing.

(d) 1031 Exchange. Seller and/or Buyer agree to execute any and all documents necessary to effectuate a 1031 tax deferred exchange on the behalf of Seller and/or Buyer so long as such execution does not result in any expense to the non-participating party.

(e) Assignment. Buyer may not assign this Agreement without Seller's written consent, not to be unreasonably withheld.

(f) Disclaimer of Warranties. At time of Closing, except for the warranty of title set forth in the deed of conveyance, and as otherwise set forth herein, Seller hereby specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property including, without limitation, the water, soil and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon, and the existence of any environmental hazards or condition thereon (including the presence of asbestos) or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right of way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iii) the compliance of the Property or its operation with any laws, ordinance or regulations of any governmental or other body. Buyer acknowledges that it will have an opportunity to occupy and inspect the Property and that it will be relying solely on its own investigation of the Property and not any determinations made by or information provided or to be provided by Seller or Seller's representatives. Buyer further acknowledges that its information with respect to the Property will be obtained from a variety of sources, and Seller a) has not made, and will not make, any independent investigation or verification of such information; and b) does not make any representations as to the accuracy or completeness of any such information, and the sale of the Property as provided for herein is made on an "As Is", "Where Is" basis and "With all Faults", and Buyer expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, tenantability or fitness for a particular purpose, in respect of the Property. The terms and provision of this paragraph shall survive the Closing of the sale and shall not be deemed to merge into the deed and other documents delivered at such Closing.

[SIGNATURE PAGE FOLLOWS]

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

"SELLER"

MIDWEST CITY UTILITIES AUTHORITY,
an Oklahoma public trust


By: _____

Name: _____

Title: _____

"BUYER"

THE HUB BIKE PARK, LLC

By:  _____

Name: Steven VanCauwenbergh

Title: Manager

RECEIPT FOR DELIVERY OF EARNEST MONEY

The undersigned hereby acknowledges receipt, this _____ of _____, 2021, from The Hub Bike Park, LLC of the sum of Two Thousand Five Hundred Dollars (\$2,500.00), pursuant to paragraph 2.1 of the foregoing Agreement for Purchase and Sale of Real Estate. The undersigned agrees that such funds will be held and applied in strict accordance with the terms, conditions and provisions of said Agreement.

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____
Escrow Agent

EXHIBIT "A"

Legal Description of Overall Property

LEGAL DESCRIPTION

A tract of land lying in the Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Twenty-Seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of the NE/4 of said Section 27; Thence S89°42'13"W along the North line of said NE/4 a distance of 1255.12 feet to the POINT OF BEGINNING; Thence S1°18'58"W a distance of 952.42 feet; Thence S44°34'57"W a distance of 62.30 feet; Thence S45°25'03"E a distance of 30.95 feet; Thence S44°34'57"W a distance of 78.00 feet; Thence N45°25'03"W a distance of 108.60 feet; Thence S73°19'50"W a distance of 79.16 feet; Thence along a curve to the Right having a radius of 449.00 feet and a chord bearing of S81°31'02"W and a chord length of 127.87 feet for an arc length of 128.31 feet; Thence S89°42'13"W a distance of 1095.15 feet; Thence along a curve to the Right having a radius of 449.00 feet and a chord bearing of N45°17'47"W and a chord length of 634.96 feet for an arc length of 705.29 feet; Thence N0°17'47"W a distance of 36.68 feet; Thence S89°42'13"W a distance of 254.89 feet; Thence N18°41'30"E a distance of 103.15 feet; Thence N2°13'32"E a distance of 166.63 feet; Thence N39°40'44"W a distance of 87.65 feet; Thence N29°53'42"W a distance of 34.90 feet; Thence N24°01'15"W a distance of 33.05 feet; Thence N33°11'50"W a distance of 85.95 feet; Thence N0°17'47"W a distance of 86.95 feet to a point on the North line of said Section 27; Thence N89°42'13"E along the North line of said Section 27 a distance of 2274.30 feet to the POINT OF BEGINNING. Containing 2,082,644.56 Sq. Ft. or 47.81 Acres, more or less.

EXHIBIT "B"

Property

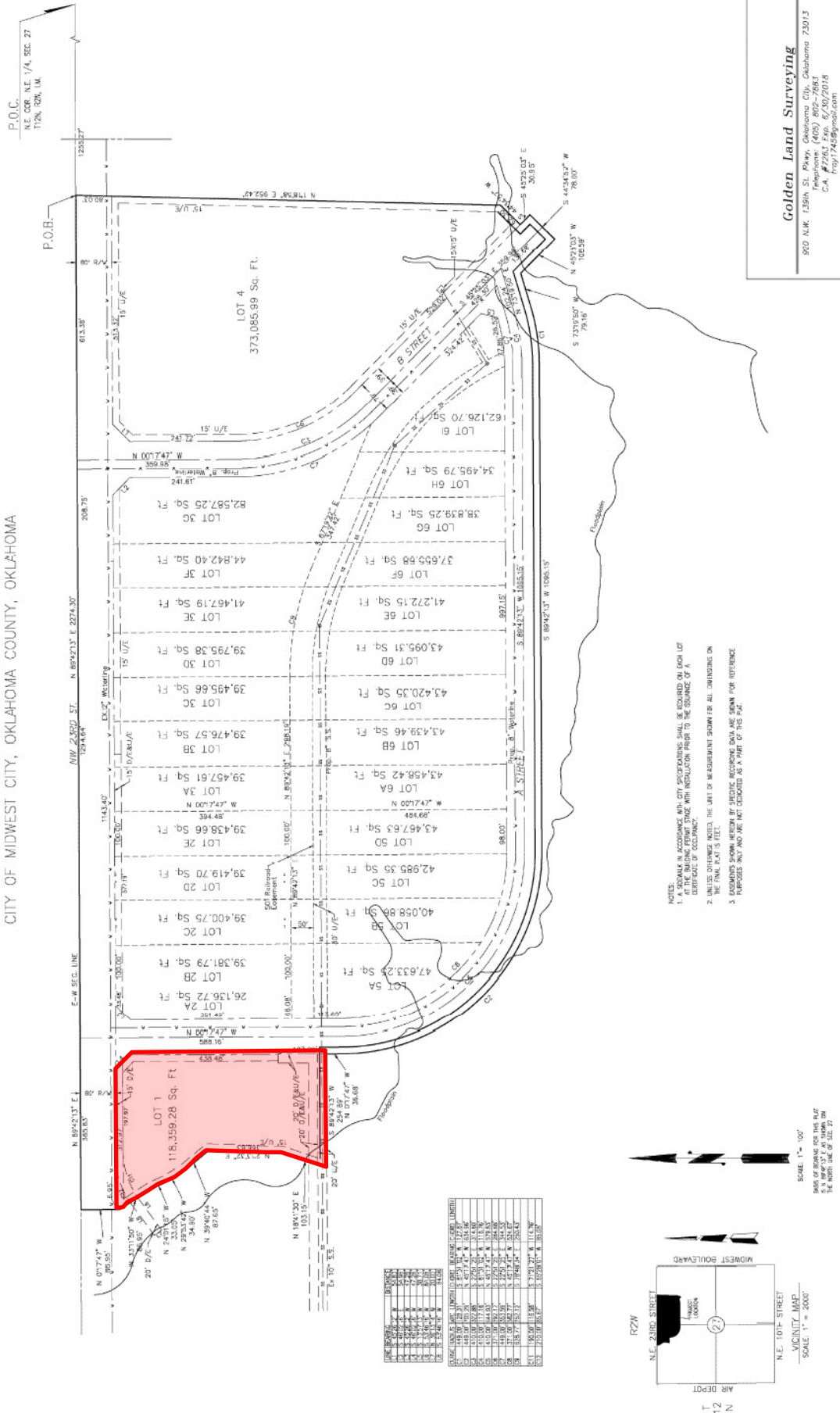
Upon the recording of the Plat, the legal description of the Property shall be:

Lot 1 of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.

PRELIMINARY PLAT

SOLDIER CREEK INDUSTRIAL PARK

A PART OF THE NORTH HALF, SECTION 27, T12N, R24W, 1M, AND
CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



Golden Land Surveying
900 N.W. 135th St., P.O. Box 1350, Oklahoma City, Oklahoma 73103
Telephone: (405) 802-7883
C.A. #2263 Exp. 6/30/2018
troy174@gmail.com

SCIP Lot 1



PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

July 27, 2021 – 6:05 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **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 item proposed does not meet with the approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration for adoption, including any possible amendment of the June 8, 2021 special meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration of passing and approving, including any possible amendment of a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budget for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budgets as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments canceled at the close of day June 30, 2021. (Finance - T. Cromar)
3. Discussion, consideration and possible action to amend and/or enter into a professional services agreement with Tunnell, Spangler & Associates, Inc. d/b/a TSW, in an amount not to exceed \$80,000 for planning and economic/market analysis services to create a revitalization plan and overlay district for parts of the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, all lying in Township 12 North, Range 1 West of the Indian Meridian. (Economic Development - R. Coleman)

C. **PUBLIC DISCUSSION.** The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)

E. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Economic Development Authority special meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. 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 Economic Development Authority Minutes
Special Meeting

June 08, 2021

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

Vice Chairman Pat Byrne called the meeting to order at 6:19 PM with following members present:

Trustee Susan Eads	Trustee Christine Allen	City Manager Tim Lyon
Trustee Española Bowen	Trustee Rick Favors	City Clerk Sara Hancock
		City Attorney Don Maisch

Absent: Chairman Matt Dukes
Trustee Sean Reed

DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendment of the May 25, 2021 meeting minutes.** Allen made motion to approve the minutes, as submitted, seconded by Favors. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Absent: Chairman Dukes and Reed. Nay: none. Motion carried.

- 2. Public hearing with discussion and consideration for adoption, including any possible amendment, of a resolution of the Midwest City Economic Development Authority approving its budget for Fiscal Year 2021-2022 in the amount of \$950,083.** Favors made a motion to approve Resolution EDA2021-01, as submitted, seconded by Eads. Voting Aye: Eads, Byrne, Bowen, Allen, and Favors. Absent: Chairman Dukes and Reed. Nay: none. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Vice Chairman Byrne adjourned the meeting at 6:20 PM.

ATTEST:

PAT BYRNE, Vice 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
Economic Development Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 27, 2021

SUBJECT: Discussion and consideration of passing and approving, including any possible amendment of a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances at the close of day June 30, 2021 to be made available for fiscal year 2021-2022; and amending the budget for fiscal year 2021-2022 to include the released appropriations from the fiscal year 2020-2021 budgets as supplemental appropriations; and, effective July 1, 2021, renewing encumbrance commitments canceled at the close of day June 30, 2021.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. EDA 2021-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2021 TO BE MADE AVAILABLE FOR FISCAL YEAR 2021-2022; AND AMENDING THE BUDGET FOR FISCAL YEAR 2021-2022 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2020-2021 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2021, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2021.

WHEREAS, it is the Economic Development Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2021 as chargeable to the FY 2020-2021 budget, renew those same commitments effective July 1, 2021, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2021-2022 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Economic Development Authority have determined it is in the best interest of the Economic Development Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2021, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2021, formerly charged against and payable from FY 2020-2021 budget, are hereby cancelled and renewed effective July 1, 2021, to be charged against and payable from additional FY 2021-2022 fiscal year budget amounts to be provided through budget amendments effective July 1, 2021.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2021, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2020-2021 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2021-2022 fiscal year effective July 1, 2021. The FY 2021-2022 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2021 and chargeable to and payable from FY 2021-2022 budget.

Economic Development Authority (353-9550) \$48,149

PASSED AND APPROVED by the trustees of the Midwest City Economic Development Authority this 27th day of July, 2021.

MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY, a public trust

MATT DUKES, Chairman

ATTEST:

SARA HANCOCK, Secretary

APPROVED as to form and legality this 27th day of July, 2021.

DONALD MAISCH, City Attorney

MEMORANDUM

To: Chairman Dukes and the Board of Trustees

From: Robert Coleman, Direction of Economic Development

Date: July 27, 2021

Subject: Discussion, consideration and possible action to amend and/or enter into a professional services agreement with Tunnell, Spangler & Associates, Inc. d/b/a TSW, in an amount not to exceed \$80,000 for planning and economic/market analysis services to create a revitalization plan and overlay district for parts of the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, all lying in Township 12 North, Range 1 West of the Indian Meridian.

The Board of Grantors awarded the Midwest City Economic Development Authority (“EDA”) \$48,466.67 towards the estimated \$60,000 cost to create a revitalization plan along with a zoning overlay district for the area around SSM Health Saint Anthony Hospital – Midwest. The EDA committed to providing the remaining funds.

A request for proposal was published in the Midwest City Beacon as well as the City of Midwest City website with total of five (5) planning firms submitting responses by the May 28, 2021 deadline. These included:

Asakura Robinson
Guernsey & Associates

Johnson & Associates
The Olsson Studio

TSW Team

A review team comprised of representatives from the City/EDA and SSM Health reviewed the proposals before deciding on three finalists. Interviews were conducted on July 9, 2021, and TSW was chosen as having the best response.

Staff requested TSW to expand its services to include an economic and market analysis as part of its work. The original \$11,533.33 in matching funds as well as the \$20,000 for the analysis will be encumbered from the EDA ‘Contractual’ account (353-30-40).



Robert Coleman
Director of Economic Development

Attachment: Contract for Professional Services

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

This Professional Services Agreement (hereinafter referred to as “Agreement”) entered this 27th day of July, 2021, by and between Tunnell, Spangler & Associates, Inc. d/b/a TSW (hereinafter referred to as "Consultant"), a private company with offices in Tulsa, Oklahoma; the City of Midwest City (hereinafter referred to as “City”), a municipal corporation, organized pursuant to the laws of the State of Oklahoma; and the Midwest City Economic Development Authority (hereinafter referred to as “Authority”), a public trust, organized pursuant to the laws of the State of Oklahoma.

WITNESSETH:

WHEREAS, on May 5, 2021, the City published to the public a Request for Proposals (“RFP”) seeking professional services for the City of Midwest City Medical District Revitalization Plan and Special Overlay District; and

WHEREAS, on May 28, 2021, the City and the Authority received five (5) responses to its RFP; and

WHEREAS, a selection committee reviewed the responses and interviewed the companies that submitted a proposal; and

WHEREAS, the Consultant represented itself, both in its response (“Proposal”) and its interview as an expert in this field with skilled professionals willing, able, and capable of timely providing the professional services requested and required by the City and the Authority in the RFP; and

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, based upon the representations and warranties expressed by the Consultant both in the Proposal and the Interview, the selection committee recommended, entering into negotiations with the Consultant; and

WHEREAS, the City and the Authority retains the Consultant to provide professional services as an independent contractor; and

WHEREAS, the Consultant agrees to provide the City and the Authority all professional services, in accordance with the standards exercised by experts in the field, necessary to provide the City and the Authority services, products, solutions and deliverables that meet all purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants set forth herein, the City, the Authority and Consultant hereby mutually agree as follows:

1. Professional Services Agreement

Subject to the terms and conditions of this Agreement, the City and the Authority retains Consultant, an independent contractor, to provide the City and the Authority all professional services, in accordance with the standards exercised by experts in the field, necessary to provide the City and the Authority services, products, solutions, and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

(a) This Agreement governs the Scope of Services including, but not limited to, all services, products, solutions and deliverables to be provided by Consultant to the City and the Authority. The Attachments are incorporated into this Agreement by reference and, should there

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this paragraph.

(b) The text of this document as set forth in this Professional Services Agreement pages 1 through 20, together with the Attachments, constitutes the entire Agreement and the only understanding and agreement between the City, the Authority and Consultant with respect to the services, products, solutions and deliverables to be provided by Consultant 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 as set forth in this Professional Services Agreement pages 1 through 20, and any language, term, condition, or provision any Attachment, the text of this document as set forth in this Professional Service Agreement pages 1 through 18 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 and Rate Card”),

Attachment “C” (“Consultant’s Project Team”),

Attachment “D” (“Insurance”),

Attachment “E” (“Site Map”).

2. Retention of Consultant and Scope of Services

PROFESSIONAL SERVICES AGREEMENT
between
Tunnell, Spangler & Associates, Inc. d/b/a TSW
And
THE CITY OF MIDWEST CITY
MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

(a) Consultant is solely responsible for the actions, non-action, omissions, and performance of Consultant's employees, agents, contractors, and subcontractors (herein collectively included in the term "Consultant's Project Team") to ensure: the timely performance of the Scope of Services as each are defined in **Attachment "A"**,

Consultant will be solely responsible to ensure the Consultant's Project Team fully understands the Project, the Scope of Services, the Deliverables, the schedule for performance, and the City and the Authorities' goals and purposes. Consultant will be solely responsible to ensure the Consultant's Project Team is adequately trained, instructed, and managed so that Consultant timely provides the Project and satisfies Consultant's obligations under this Agreement. Consultant may not change the Consultant's Project Team as set forth on **Attachment "C"** ("Consultant's Project Team and Consultant's Resources") without the prior written consent of the City and the Authority

(b) Consultant 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. Consultant shall obtain all permits, licenses and any other permissions required to provide all services, products, solutions and deliverables and for use of all services, products, solutions and deliverables by the City and the Authority.

(c) Consultant shall provide the scope of work for the area identified in **Attachment "E"** to this agreement and any additional areas that may be negotiated between the parties.

3. Compensation

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(a) The City and/or the Authority shall pay Consultant the compensation after completion of the City of Midwest City Medical District Revitalization Plan and Special Overlay District as specified in **Attachment “C”** subject to the submission of appropriate documentation and completion and acceptance of all the related services, products, solutions and deliverables.

(b) The City, the Authority and Consultant acknowledge that the compensation to be paid Consultant pursuant to this Agreement has been established at an amount reasonable for the availability and services of Consultant and Consultant’s Project Team.

(c) The City and/or the Authority may request or have a need for additional services (some of which are listed in Paragraph 11 (c) below, not covered in the initial negotiated fee schedule. The Parties have negotiated hourly rates that may be charged for any additional services. Those rates are contained in the Rate Card contained in **Attachment “C”**. The Parties agree that the hourly rates contained in the rate card have been established at an amount reasonable for the availability and services of Consultant and Consultant’s Project Team.

4. Independent Contractor Status

(a) The parties hereby acknowledge and covenant that:

(1) Consultant is an independent contractor and will act exclusively as an independent contractor. Consultant is not an agent or employee of the City’s or the Authority’s in performing the duties in this Agreement.

(2) 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.

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(b) All payments to Consultant pursuant to this Agreement shall be due and payable in the State of Oklahoma, even if services of Consultant are performed outside the State of Oklahoma.

(c) Neither the City nor the Authority will 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 Consultant as Consultant is an independent contractor and the members of its Consultant's Project Team are not employees of either the City and/or the Authority. Any such taxes, if due, are the responsibilities of Consultant and will not be charged to or due from the City or the Authority.

(d) Consultant acknowledges that as an independent contractor it and its Consultant's Project Team are not eligible to participate in any health, welfare or retirement benefit programs provided by the City or the Authority for its employees.

5. Termination and Stop Work.

(a) This Agreement shall commence upon execution by the last party hereto and shall continue in effect as stated herein, unless terminated by either party as provided for herein, until the Project is completed and accepted as provided herein. **The City Manager for the City of Midwest City is hereby authorized to issue notices of termination or suspension on behalf of the City and the Authority.** This Agreement may be terminated, with or without cause, upon written notice, at the option of the City or the Authority.

(1) Upon receipt of a notice of termination for the *convenience* from the City and/or the Authority, Consultant shall:

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(A) immediately discontinue all services and activities (unless the notice directs otherwise), and

(B), upon payment for milestones fully performed and accepted, Consultant shall deliver to the City and the Authority all requested records, work, products, deliverables, documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the City and/or the Authority, the City or the Authority shall pay Consultant for completed milestones, up to the time of the notice of termination for *convenience* services, in accordance with the terms, limits and conditions of the Agreement.

(2) Upon notice of termination for *cause* from the City and/or the Authority, the Consultant shall not be entitled to any prior or future milestone payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and Consultant shall release and waive any interest in any retainage, if any. **The City and/or the Authority may hold any outstanding payments for any prior completed and/or incomplete services, performance, work, products, deliverables or solutions or any costs, expenses, or damages or any retainage as security for payment of any costs, expenses, or damages incurred by either the City or the Authority by reason of Consultant's breach or other cause.** Provided, however, upon notice of termination for cause, Consultant shall deliver to the City and the Authority all services, performance, work, products, deliverables and solutions including, but

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limited to, all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated or created in performing this Agreement, whether complete or incomplete, unless the notice directs otherwise.

(3) The rights and remedies of the City and Authority provided in this paragraph are in addition to any other rights and remedies provided by law and/or this Agreement. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required for to be provided Consultant under this Agreement.

(b) Upon notice to Consultant, the City and/or the Authority may issue a stop work order suspending any services, performances, work, products, deliverables, or solutions under this Agreement. The stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required for to be provided by Consultant under this Agreement. In the event City and/or the Authority issues a stop work order to Consultant, City and/or the Authority will provide a copy of such stop work order to Consultant. Upon receipt of a stop work order issued by the City and/or the Authority, Consultant shall suspend all work, services and activities except such work, services and activities expressly directed by City and/or the Authority in the stop work order.

(c) This Agreement, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by City and/or the Authority, without cause and without cost to City and/or the Authority, upon notice to Consultant; provided however, Consultant shall

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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.

6. Obligation upon Termination for *Convenience*.

In the event this Agreement is terminated for convenience hereunder, City and/or the Authority shall pay Consultant only for such previously performed work, services and activities, if any, as properly documented and invoiced in accordance with the provisions of this Agreement, through the date of termination for *convenience* and the period set forth in the notice and thereafter City and/or the Authority shall have no further liability under this Agreement to Consultant and Consultant shall have no further obligations to the Consultant.

7. Warranties

(a) Consultant warrants that all services, performances, work, products, solutions and deliverables performed or provided under this Agreement shall be performed consistent with generally prevailing professional standards and expertise at the time. Consultant shall maintain during the course of this Agreement said standard of care, expertise, skill, diligence and professional competency for any and all such services, performances, work, products, products, solutions and deliverables. Consultant agrees to require all members of the Consultant's Project Team to provide any and all services, performances, work, products, products, solutions and deliverables at said same standard of care, expertise, skill, diligence and professional competence required of Consultant.

(b) During the term of this Agreement, City's and/or the Authority's initial remedy for any

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breach of the above warranty shall be to permit the Consultant one additional opportunity to perform the services, or provide the services, performances, work, products, products, solutions and deliverables without additional cost to City and/or the Authority. If the Consultant cannot perform or provide the services, performances, work, 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, City and/or the Authority shall be entitled to recover, should City and/or the Authority so determine to be in their best interest, any fees paid to the Consultant for previous payments, including, but not limited to, complete and incomplete services, performances, work, products, products, solutions, and deliverables and the Consultant shall make reimbursement or repayment within thirty (30) calendar days of a demand by the City and/or the Authority. Should the Consultant fail to reimburse City and/or the Authority within thirty (30) calendar days of demand, City and/or the Authority shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

(c) Consultant also acknowledges and agrees to provide all express and implied, warranties required or provided for by Oklahoma statutory and case law. Such warranties are 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.

8. Indemnification

(a) Consultant agrees to release, defend, and indemnify City and/or the Authority and hold City and/or the Authority harmless against any losses, claims, damages, liabilities, expenses

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(including all reasonable legal fees and expenses), judgments, fines or settlements in connection resulted from the intentional acts or omissions, negligence, and willful misconduct of Consultant and the Consultant's Project Team. Any such reimbursement shall be made by Consultant within thirty (30) calendar days of an appropriate finding of facts, whether by mutual agreement or by a court of law.

(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. Consultant acknowledges that in the course of training and providing other support services to City and/or the Authority, City and/or the Authority may provide Consultant with access to valuable information of a confidential and proprietary nature including but not limited to information relating to City's and/or the Authority's employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. Consultant agrees that during the time period this Agreement is in effect, and thereafter, neither the Consultant or Consultant's Project Team shall, without the written consent of City Manager for the City of Midwest City or except as may be required by a court or other tribunal, disclose to any person, any information obtained from City and/or the Authority. Consultant shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors and as may be requested by the City and/or the Authority.

10. Miscellaneous.

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(a) **Validity.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

(b) **No Waiver.** The failure or neglect of any party hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or waiver by any party of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

(c) **No Assignment without Consent.** The parties hereby agree that as this is an agreement for the provision of specialized professional services, therefore Consultant may not assign this Agreement in whole or in part without the prior written consent of City and the Authority. In addition, Consultant agrees that the Consultant's Project Manager may not be removed or replaced without the express written consent of City and the Authority.

(d) **Venue and Applicable Law.** The City, the Authority and Consultant hereby agree that any dispute, legal proceeding or action which may arise between or among them arising out of or in connection with this Agreement shall be adjudicated before a court located in Oklahoma City, Oklahoma, and each hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma located in Oklahoma City, Oklahoma and of the Federal District Court for the Western District of Oklahoma, located in Oklahoma City, with respect to any action or legal proceeding commenced by any party. The Consultant irrevocably waives any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a

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court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consents to the service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the address set forth in the notice provision of this paragraph. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

(e) **Descriptive Headings.** The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(g) **Amendments.** This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written amendment executed by each of the parties hereto. However, the City Manager for the City of Midwest City, in his/her discretion, is authorized to revise or modify the Scope of Services, Deliverables, Project Schedule, and the Schedule of Fees on behalf of City and/or the Authority.

(h) **Entire Contract.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(i) **Time is of Essence.** The City, the Authority and Consultant expressly agree that time is of the essence with respect to this Agreement, and the time for performance of each task shall be made a part of the Agreement and shall be strictly observed and enforced. Any failure on the part

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of the City and/or the Authority to timely object to the time of performance shall not waive any right of the City and/or the Authority to object at a later time.

(j) **Upgrades and Substitutions.** During the performance of this Agreement, if any software named in this Agreement is upgraded in the software provider's product line by software performing the same functions, but using improved technology, then the newer product will be substituted upon the direction and approval of the City Manager for the City of Midwest City and implemented by Consultant for no increase in costs or fees. Consultant will ensure that the City and/or the Authority has been provided any license, right or privilege necessary for the City and/or the Authority to have or utilize any services, performances, work, products, deliverables or solutions provided under this Agreement during the term of this Agreement and any renewal hereof and that the City and/or the Authority has the right to continue such use after the termination, expiration or non-renewal of this Agreement.

(k) **No Extra Work.** No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the City and/or the Authority unless such services, work, product, solution, or deliverable is first requested and approved in writing by the City Manager for the City of Midwest City. The City Manager for the City of Midwest City is hereby authorized to issue work orders for Additional Services on behalf of the City and/or the Authority in accordance with Consultant's hourly rate card as provided in **Attachment "B"** as needed.

(l) **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if hand delivered, or sent by

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facsimile transmission (upon confirmation of receipt), or if e-mailed, or if sent by certified mail (upon the sooner of the expiration of three (3) calendar days after deposit in United States post office facilities properly addressed with first class postage prepaid or acknowledgment of receipt). All notices and payments to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

To CONSULTANT:

Mr. Adam Williamson, Senior Principal
TSW Planners, Architects, Landscape Architects
1447 Peachtree ST, NE, Suite 850
Atlanta, GA 30309

To the CITY and the AUTHORITY:

Mr. Tim Lyon, City Manager/General Administrator
City of Midwest City/Midwest City Economic Development Authority
100 N Midwest Boulevard
Midwest City, OK 73110

(m) **Effective.** This Agreement shall become effective upon execution by the last party and the provision by Consultant of certificates evidencing the required insurance and the required bonds, if any.

(n) **Term.** The initial term for this Agreement is for a one-year term.

(o) **Renewal Options.** This Agreement is renewable for additional one-year terms at the option of the City and/or the Authority. Should the City and/or the Authority desire to renew the Agreement, a written preliminary notice will be furnished to the Consultant prior to the expiration date of the Agreement by the City Manager for the City of Midwest City. (Such preliminary notice

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will not be deemed to commit the City and/or the Authority to renew until signed by Consultant and the City and/or the Authority).

(p) **Open Records Act.** This Agreement is a public record as defined in and is subject to the requirements of the Oklahoma Open Records Act at Title 51 of the Oklahoma Statutes, Section 24A.1 *et seq.*

11. The City's and the Authority's Responsibilities.

(a) The City and/or the Authority shall only provide such space, equipment and personnel to assist Consultant, or Consultant's Project Team as identified in **Attachment "C"** ("Consultant's Project Team").

(b) All financial obligations of the City and/or the Authority under this Agreement shall be financial the obligations of the City and/or the Authority regardless of how stated herein.

(c) The City and/or the Authority shall furnish, as required, the following information to Consultant, as any records or information exists (whether in electronic, paper or other format) in the City's and/or Authority's files:

1. Topography, boundary and base mapping information;
2. Legal descriptions;
3. Soils, utility, drainage, traffic and other engineering base studies; and
4. Permitting, entitlement application and/or submittal requirements.

12. Insurance.

(a) Consultant shall obtain and provide the City and/or the Authority with a copy of the certificate of insurance and shall maintain such insurance throughout the term of this Agreement

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as required and in the form and in the amount and for the coverage as set forth in **Attachment “D”** which is incorporated herein by reference.

(b) Consultant shall be responsible for providing the City and/or the Authority actual notice of any change, reduction, suspension, lapse or cancellation of any insurance provided under this Agreement at least thirty (30) calendar days prior to such change, reduction, suspension, lapse or cancellation.

(c) Should any insurance required by this Agreement be changed, reduced, suspended or cancelled, or otherwise lapse for any reason during the term of this Agreement, then the City and/or the Authority may terminate this Agreement for cause and in addition Consultant shall also be liable and responsible for any claim by the City and/or the Authority on their own behalf or on behalf of another, for:

- (1) any loss or damages, including direct, indirect, and consequential; and
- (2) any cost or expense, including attorney fees, court costs and administrative expenses; and
- (3) any other loss, damage cost or expense which would have been covered or assumed by the insurer had the changed, reduced, suspended, terminated, or lapsed policy been in effect without limitation as to the policy amount.

(d) The City and/or the Authority reserves the right to withhold payment of any funds otherwise due Consultant to pay or settle any claim or potential claim which it reasonably believes would otherwise be payable under the insurance policy but only if there is a lapse or termination of any required insurance coverage, or if there is a change in coverage and such change results in

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a material reduction in the dollar value of coverage or materially changes the policy's scope of coverage.

Approved and executed by Tunnell, Spangler & Associates, Inc. d/b/a TSW on this _____
22nd day of July, 2021.



Adam Williamson,
Senior Principal
Tunnell, Spangler & Associates, Inc. d/b/a TSW

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Approved and executed by the Midwest City Economic Development Authority, and
signed by the Chair on this _____ day of _____, 2021.

Sara Hancock
Secretary

Matthew D. Dukes, II
Chairman

Approved as to form and legality:

Donald D. Maisch
City Attorney

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Approved and executed by the City of Midwest City, and signed by the Mayor on this ____
____ day of _____, 2021.

Sara Hancock
City Clerk

Matthew D. Dukes, II
Mayor

Approved as to form and legality:

Donald D. Maisch
City Attorney

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ATTACHMENT “A”

The performance of the services to be provided by the Consultant pursuant to this Agreement shall be completed in phases as follows:

TSW proposes to furnish planning and coding services to the City of Midwest City in conjunction with Midwest City Economic Development Authority (Client) for the creation of the City of Midwest City Medical District Revitalization Plan and Special Overlay District. See page 7 for Study Area Map.

Our goal is to build a partnership with the City of Midwest City and the Economic Development Authority. We do not want fees to be a barrier preventing our selection as your planning consultant team. We understand that the Midwest City Economic Development Authority has received a \$60,000 grant for the creation of the Revitalization Plan; therefore, we have tailored our scope to fit this fee. We have outlined additional services within the contract attached that can be added to the project scope at the City’s discretion or as future funding becomes available.

TSW will provide the following services as selected by Client. TSW will not initiate any of the following tasks without the consent of the Client.

PHASE I: BACKGROUND REVIEW, GOALS & KICK-OFF MEETING

1. Initial Project Kick-off Meeting with Client. Katy O’Meilia and the TSW Team will conduct an initial consultation session to discuss and finalize schedule, roles and responsibilities, and available data.

2. Site Visit and Existing Conditions Analysis. Katy O’Meilia will visit the site in order to gain a better understanding of existing conditions, cultural resources, site topography, potential site access, sensitive environmental features, potential easements, and general character of adjacent properties. The Client will provide survey or GIS data for analysis, including all other applicable data from local, regional, state, and private resources as determined in the initial consultation session.

PHASE II: STAKEHOLDER INVOLVEMENT

1. Stakeholder Committee Meetings. TSW will conduct up to two (2) Stakeholder Committee Meetings. The first meeting will include an in-person session to introduce the project, summarize existing conditions findings, discuss the study purpose and goals, and gather and document comments regarding study area challenges and issues. As part of the meeting, the TSW Team will conduct a Visual Preference Survey (VPS) and other interactive input activities. The second

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meeting will include a presentation and review of the preliminary Revitalization Plan, Overlay, and Design Standards and discussion about feedback and potential revisions.

2. Ridgecrest Homeowner's Association Meeting. Conduct an in-person meeting with representatives from the Ridgecrest HOA to introduce the project, summarize initial analysis findings, discuss the study purpose and goals, and gather and document comments regarding study area challenges and issues.

PHASE III: REVITALIZATION PLAN, OVERLAY & DESIGN GUIDELINES CREATION

1. Concept Plan, Overlay & Design Guidelines Creation. After the stakeholder input process is completed, TSW will create a concept plan with renderings, support graphics, and coding recommendations.

The Plan shall include but not be limited to:

- a. Table of Contents
- b. Introduction/Purpose /Goals
- c. Guiding Principles
- d. Inventory and Analysis
- e. District Character Summaries
- f. Placemaking strategies including public art, signage, wayfinding, lighting, landscaping, street furniture, green infrastructure and streetscapes.
- g. Identify public improvement projects for streetscape improvements and public open space for gathering within the District.
- h. Develop various street, alley, greenways, and intersection plans. Plans include optimal placement of trees and street lights in the street detailing. Parallel, diagonal, and head in parking will be embedded in the detailing.
- i. Enhance pedestrian accessibility and connectivity by using pedestrian design principles.

In conjunction with the Revitalization Plan, TSW will develop the Overlay and design guidelines for the Medical District: Sections of the Overlay and Design Standards typically include the following:

- j. Appropriate land uses
- k. Building form standards (These standards should be based upon building types appropriate for the region, climate, and district vitality.
- l. Public space/street Standards
- m. Building/Lot types
- n. Landscape standards

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- o. Parking management and location standards
- p. Property maintenance standards
- q. Code enforcement compliance standards
- r. Provision for the treatment of vacant and dilapidated structures.

TSW will work with the City to integrate the new zoning regulations into the existing regulatory framework (zoning and land development regulations) in a manner that ensures procedural consistency, meshes with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the code.

The TSW Team is committed to working with Midwest City to prepare an overlay and design guidelines that support the City's objectives. Based on our extensive coding experience, we recognize that the planning process can sometimes determine that the best coding approach is one that wasn't initially considered when the RFP was written. For example, some communities choose to incorporate all design guidelines directly into a new overlay text, while others decide that a whole new customized zoning district is preferred – especially where local codes don't allow overlays to modify underlying use or density. Our team is flexible and will work with Midwest City to provide deliverables that meet the City's need, administrative capacity, and future vision for the Medical District.

2. Plan, Overlay, & Design Guidelines Presentation. TSW will present the draft Revitalization Plan, Overlay, and Design Guidelines to the Stakeholder Committee (also noted in Phase II, Task 1).

3. Review & Commenting Period. After the preliminary Revitalization Plan, Overlay, and Design Standards have been presented, the Stakeholder Committee and City staff will review the materials and provide TSW with feedback and recommended revisions. TSW will implement feedback and recommended revisions and will finalize the Revitalization Plan, Overlay, and Design Guidelines.

4. Adoption of the Plan, Overlay, & Design Guidelines. TSW will make at least one (1) formal presentation of the draft that has been refined through the stakeholder input process to the Planning Commission and one (1) formal presentation to the City Council.

5. Additional Revisions. TSW will be responsible for up to two (2) rounds of revisions that may become necessary after Planning Commission and City Council presentations. City planning staff will be responsible for collecting comments, questions, and suggestions for these refinements from various sources and consolidating them into a series of action items for revision or responses.

PHASE IV: MARKET ANALYSIS

1. Project Inception. The TSW Team will meet with the City Planning staff to:

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- a. Confirm the goals and understanding of TSW's objectives;
- b. Confirm timelines of both TSW's efforts and potential development of the property
- c. Identify other key issues that are relevant to TSW's research and analysis process.

TSW will visit the subject site and place it in the physical context of the market, understanding how it relates to demand sources and competitive supply, and assessing its strengths and challenges for all land uses being examined.

2. Answering the Major Questions. The TSW Team will utilize these five questions to obtain the bulk of the research and analysis:

- a. Who are the audiences fueling growth and demand in the market for these land uses and how can this project best respond to their affordability, lifestyles, and expectations?

When analyzing redevelopment opportunities for this site and any other development effort, the TSW team will begin with understanding the market audiences driving demand for residential and commercial products in the area; gaining knowledge not only to their demographics, and trends, but to their preferences, lifestyles, and affordability. To do this the TSW Team will:

- i. Conduct interviews with area sales and leasing agents, brokers and others active in the market to gain their insights into who is fueling demand for various real estate products in the Primary Market Area (PMA) and understand the demographic compositions of those audiences and their key preferences and motivations relative to renting or
- ii. Identify the Primary Market Area(s) by land use, quantify and characterize the key market audiences there in terms of their incomes, ages, household compositions, types and sizes of employers, and overall levels of historic, current and projected growth;
- iii. Understand the types of firms fueling demand for office space in the market, including their general sizes and industry types, space needs, key targeted locations, etc.
- iv. Identify, from interviews with competitive properties, their target audiences and demonstrated preferences in relation to the best leasing plans or space configuration, key marketing/leasing points, characteristics of renters/purchasers, etc.
- v. Further understand the attributes of the site relative to other competitive opportunities in the market and how these attributes relate to the audiences potentially attracted to the site.

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- b. What is the demand potential for new for-sale and rental residential, retail, office, and lodging in the market what captures of demand can the subject site achieve?

Upon understanding market audiences fueling demand for various product types, their demonstrated preferences and potential opportunities to respond to those audiences, the TSW Team will focus on understanding depth for all commercial and residential product types in the market. To do this the TSW Team will:

- i. Examine data for applicable areas to understand historic absorption, current and historic vacancy rates, remaining units/SF still in lease-up on the market, and achieved rent growth and home prices. Relate these trends back to macro factors that impact demand, such as employment growth, consumer confidence, etc.;
 - ii. From this, create a series of models to estimate demand potential for each use in the larger Metro with estimates for captures in a defined subject property Primary Market Area (PMA), which could vary by land use;
 - iii. Examine other planned and proposed additions to supply that may compete with the subject property and understand their likely timing, size, etc.;
 - iv. Assume potential captures of demand the subject property can achieve based on competitive opportunities available in the market and examinations of other analogous development efforts.
- c. What is the appropriate positioning of these land uses at the subject site and what product types are supportable based on these achieved lease rates, sales prices, rents, etc.?
- i. Examine and conduct overview surveys for examples of comparable/competitive land uses in the market, including office, retail, lodging, rental apartment and for-sale townhouse communities. Survey each for:
 - A. Location
 - B. Product offered
 - C. Achieved rents/lease rates/ADRs
 - D. Occupancies/units sold
 - E. Absorption/sales pace; and
 - F. Key sources of demand.
 - ii. Based on these surveys and the site's location characteristics and potential future attributes, estimate achievable lease rates, ADRs, rental rates and sales prices.

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- d. How do these opportunities translate into supportable acres for development, timing of development, development intensities, etc.?
 - i. From these lease rates, prices, and ADRs, identify the types of products (e.g. low-rise, mid-rise, single-story vs. midrise, surface vs. decked) the subject property can support.
 - ii. Based on the above, create a land use matrix outlining the supportable units, square feet, and ADRs, number of acres, key product parameters, issues that need to be addressed, likely timing, etc.
- e. What design, amenity, and parking needs are merited to maximize the site's market potential and the City's redevelopment goals?
 - i. Based on the experiences of other projects in the market and identified target market audiences provide recommendations relative to key design considerations, parking needs, potential amenities, etc. that may impact land planning and project success.

3. Convey the Conclusions and Recommendations. The TSW Team will conduct a meeting with the City staff to review the key conclusions from the research and the recommendations for development, which will be provided in an exhibit package suitable for internal and third-party review.

PHASE V: PREPARE PROJECT DELIVERABLES

1. Compile Deliverables. The TSW Team will develop a Plan Document that compiles all of the relevant findings from the planning process along with the Medical District Overlay and Design Guidelines. The team will provide three (3) printed copies of the Plan Document, along with electronic files on a jump drive (original format and PDF, Excel spreadsheets, GIS shapefiles, and supporting graphics). The document will include, but not be limited to, the following specific components:

- a. Executive Summary
- b. Assessment and summary of existing conditions
- c. Description of the public outreach and engagement process
- d. Maps, illustrations, and graphics to support the recommendations and regulations
- e. Medical District Overlay
- f. Medical District Design Guidelines

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ESTIMATED SCHEDULE OF MEETINGS

MEETING	DATE/TIME	LOCATION	MEETING ATTENDEES			
			CITY STAFF	STAKE- HOLDERS	TSW	CEC
Initial Project Kick-off Meeting	August	TBD	Y	Y	Y	Y
Site Visit to St. Anthony's Midtown Campus Tour	August	Site Visit / Tour	Y	Y	Y	Y
Ridgecrest Homeowner's Association	Sept 7th or Oct. 5th	TBD	Y	N	Y	N
Planning Commission	Sept 7th, Oct. 5th or Nov. 2	City Hall	Y	N	Y	Y
City Council	TBD	City Hall	Y	N	Y	Y
Two (2) Stakeholder Committee Meetings	TBD	TBD	Y	Y	Y	N

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ATTACHMENT “B”

The Schedule of Fees and Rate Card of the Consultant’s for this Agreement shall be as follows:

Initial Fee Schedule

Fees for the services described above will be invoiced hourly per phase of completion. These fees include all TSW and sub-consultant fees, as well as all expenses. We are open to discussing these further with the City of Midwest City, and they may change based on specific needs and the final scope of work.

PHASE I: BACKGROUND REVIEW, GOALS, & KICK-OFF MEETING - \$2,500.00

PHASE II: STAKEHOLDER MEETINGS - \$6,000.00

**PHASE III: REVITALIZATION PLAN, OVERLAY AND DESIGN GUIDELINES
CREATION - \$45,000.00**

PHASE IV: MARKET ANALYSIS - \$20,000.00

PHASE V: PREPARE PROJECT DELIVERABLES - \$5,500.00

REIMBURSABLE - \$1,000.00

TOTAL PROPOSED FEE - \$80,000.00

ADDITIONAL SERVICES AVAILABLE UPON REQUEST:

Additional Stakeholder Committee Meetings outside the Scope of Work	\$1,800 each
Additional Economic Studies	To be determined
Transportation Study	To be determined
Infrastructure Capacity Study & Cost Analysis	To be determined

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Rate Card

Principals

William Tunnell	\$185/hour
Jerry Spangler	\$185/hour
Thomas Walsh	\$185/hour
Adam Williamson	\$185/hour
Caleb Racicot	\$185/hour
Bryan Bays	\$185/hour
Heather Hubble	\$155/hour

Planning & Landscape Architecture

Katy O'Meilia	\$135/hour
Woody Giles	\$115/hour
Alex Fite-Wassilak	\$110/hour
Rebekah Calvert	\$110/hour
David Lintott	\$110/hour
Sarah McColley	\$100/hour
Kristen Koehnemann	\$100/hour
Kristin L'Esperance	\$100/hour
Peyton Peterson	\$100/hour
Laura Richter	\$100/hour
Ryan Snodgrass	\$100/hour
Allison Sinyard	\$95/hour
Christopher Morphis	\$90/hour
David Argo	\$85/hour
Tiffany Moo-Young	\$80/hour
Houston Harris	\$80/hour
Alanna Lucier	\$80/hour
Eloisa De Leon	\$70/hour

Architecture

Lionel Johnson	\$110/hour
Jared Christensen	\$105/hour
John Hand	\$100/hour
Ross Vogel	\$100/hour
Lauren Buss	\$95/hour
Robert Huber	\$90/hour
Blake Albritton	\$70/hour
Junha Jang	\$70/hour

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ATTACHMENT “C”

Consultant’s Project Team

The following are the members of the Consultant’s Project Team:

Principals

William Tunnell
Jerry Spangler
Thomas Walsh
Adam Williamson
Caleb Racicot
Bryan Bays
Heather Hubble

Architecture

Lionel Johnson
Jared Christensen
John Hand
Ross Vogel
Lauren Buss
Robert Huber
Blake Albritton
Junha Jang

Planning & Landscape Architecture

Katy O’Meilia
Woody Giles
Alex Fite-Wassilak
Rebekah Calvert
David Lintott
Sarah McColley
Kristen Koehnemann
Kristin L’Esperance
Peyton Peterson
Laura Richter
Ryan Snodgrass
Allison Sinyard
Christopher Morphis
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Tiffany Moo-Young
Houston Harris
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Eloisa De Leon

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ATTACHMENT “D”

Certificate(s) of Insurance



TUNN&00-01

CBOURDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939 Wilmington, DE 19807	CONTACT NAME: Carol Bourdon	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: cbourdon@wscins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: CONTINENTAL INSURANCE	
INSURED Tunnell-Spangler & Associates, Inc. DBA TSW 1447 Peachtree St., NE Suite 850 Atlanta, GA 30309	NAIC #	
	INSURER B: CONTINENTAL CASUALTY	
	INSURER C: HARTFORD INSURANCE COMPANY	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6020707119	9/5/2020	9/5/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EMPL PRACTICES \$ 10,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		6020707119	9/5/2020	9/5/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		6020707167	9/5/2020	9/5/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	44WECAJ8AZ1	12/31/2020	12/31/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liabili			AEH254029695	9/5/2020	9/5/2021	Ea Claim 2,000,000
B	Professional Liabili			AEH254029695	9/5/2020	9/5/2021	aggregate 2,000,000

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


Additional named insured:

Tunnell-Spangler & Associates, Inc. d/b/a Tunnell-Spangler-Walsh & Associates, Inc. and TSW

Certificate holder will be included as additional insured where required by written contract.

CERTIFICATE HOLDER

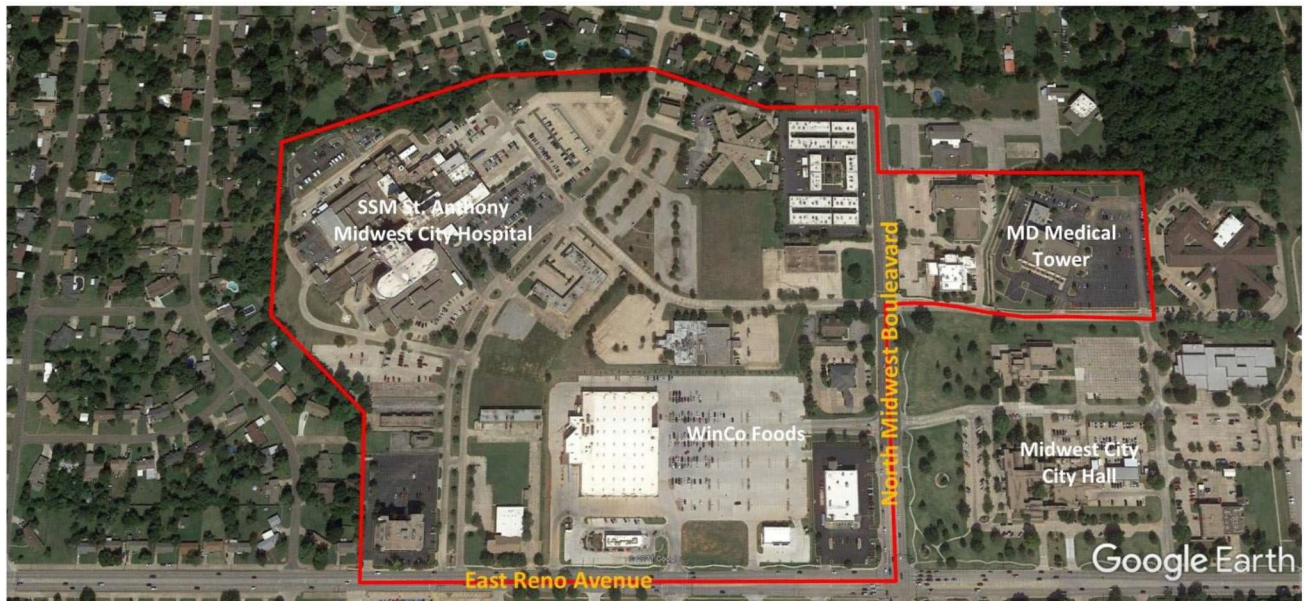
CANCELLATION

City of Midwest City/Midwest City Economic Development Authority Mt. Tim Lyon, City Manager/General Administrator 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 

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MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

ATTACHMENT “E”

Site Map





PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: T. Lyon, City Manager

DATE: July 27, 2021

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during the meeting. Action is at the Trustee's discretion.

Tim Lyon, City Manager